

AGREEMENT

between the

GOVERNING BOARD

MID-PLACER PUBLIC SCHOOLS TRANSPORTATION AGENCY

and the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

and its

MID-PLACER CHAPTER No. 580

Expires June 30, 2025

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COMPLETION OF MEET AND NEGOTIATE

1.4

Except as otherwise specified, during the term of this Agreement, the Agency and CSEA agrees that the parties are not obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though any specific subject or matter, may not have been within the knowledge or contemplation of either or both the Agency and CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

SEVERABILITY

1.5

If any provision of this Agreement or any application thereof to any classified employee is held to be invalid by a court of competent jurisdiction or to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

DURATION

1.6

This Agreement shall remain in full force, and effective from July 1, 2022, through June 30, 2025, upon the parties' ratification.

SCHEDULED REOPENER

1.7

The Agency and CSEA shall have the right to reopen this Agreement for 2023/24 and 2024/25 fiscal years by giving notice in writing to the other party no later than March 1 on:

- a. Health benefit amount
- b. Salaries

Either party may re-open any section of this Agreement at any time of its duration upon mutual written agreement.

SUCCESSOR AGREEMENT

1.8

CSEA shall present its proposal for a successor Agreement not less than 60 days prior to the expiration of this Agreement.

ARTICLE 2

RECOGNITION

2.1

The Agency recognizes CSEA as the exclusive representative for all employees identified in Appendix A and B; this shall exclude all student workers, management, supervisory, and confidential employees.

2.2

The term "employee" when used in this Agreement shall refer to only those employees represented by CSEA in the unit as above defined.

2.3

Each year CSEA shall file with the Agency the following information on or before February 1:

- a. The mailing address of the organization.
- b. The names, titles, and mailing addresses of each officer of the organization.
- c. The name of the official representative authorized to represent CSEA and its members in conferences with the C.E.O. or designee.
- d. Safety Committee member and alternate(s).

2.4

Substitute bus drivers were added to the bargaining unit by mutual agreement on 8 June 1988. For the term of this Agreement the same terms and conditions of employment that existed for substitute employees prior to this recognition shall remain in full force and effect for the duration of this Agreement. No provision(s) of this Agreement shall apply to substitute employees unless stated in writing within this paragraph to include:

Title	Section
Preamble	1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8
Recognition	2.1, 2.2, 2.3, 2.4
Agency Rights	3.1, 3.2, 3.3
Association Rights	4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 4.13, 4.14
Concerted Activities	5.1, 5.2, 5.3, 5.4, 5.5
Safety Conditions of Employment	6.1, 6.2, 6.3, 6.4
Grievance Procedures	7.1, 7.2, 7.3, 7.4, 7.5
Vacancy and Transfer	8.6, 8.7, 8.8
Hours and Overtime	9.4, 9.6, 9.7, 9.8, 9.9, 9.12, 9.14, 9.21, 9.22, 9.23, 9.24, 9.25, 9.26, 9.27, 9.28, 9.29, 9.30, 9.31, 9.32, 9.34, 9.35, 9.36, 9.37, 9.38, 9.39, 9.40, 9.41, 9.42
Agency right to grant leaves	10.46, 10.47
Pay and allowances	12.2, 12.3, 12.4, 12.5, 12.7, 12.8, 12.9, 12.11, 12.13, 12.14, 12.15
Reimbursement	13.1, 13.2, 13.3, 13.5, 13.6, 13.7, 13.8, 13.11
Employee Owned Equip & Tools	14.4, 14.6, 14.7, 14.10
Personnel Records	17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.7, 17.8, 17.9
Substance Abuse Testing and Non-Discrimination	20.1, 20.2
Transportation	21.1, 21.15, 21.16
Effect of Agreement	23.1

ARTICLE 3

AGENCY RIGHTS

3.1

It is understood and agreed that the Agency retains all its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of Agency operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, reassign, transfer, evaluate, promote, terminate, and discipline employees.

3.2

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Agency, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

3.3

The Agency retains its right to amend, modify, or temporarily rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of the grievance procedure.

ARTICLE 4

ASSOCIATION RIGHTS

4.1

CSEA may use Agency facilities and/or equipment for meetings subject to the availability of the facility or equipment. Such equipment may include typewriters, duplication equipment, facsimile, calculating machines, VCR and/or television. Prior approval will be required. CSEA shall be responsible for paying any actual additional costs incurred by the Agency for use of facilities, equipment or supplies or the cost of any damages caused by neglect.

4.2

On work sites of CSEA members, one bulletin board or section thereof, shall be designated as the bulletin board available to post official CSEA communications. Copies of all such material will be submitted to the site supervisor at the time of posting or shown to the site supervisor at the time of posting. CSEA shall be responsible for the posting and contents of all such communications. No derogatory information will be posted.

4.3

CSEA may use the Agency mail service and employee mailboxes for official CSEA communications.

4.4

A complete "hire date" seniority roster of bargaining unit employees will be provided to CSEA three times per year. Once at the August in-service prior to route bidding, once prior to the adjustment bid in October, and once in May of each year.

4.5

CSEA may receive, upon request, a copy of those non-confidential materials related to wages, hours, and other terms and conditions of employment relevant for CSEA to fulfill its duties and obligations as the representative of bargaining unit employees, including the home addresses and telephone numbers and other required information of bargaining unit employees. The Agency shall comply with all aspects of AB 119 (GC 3558). Those employees who choose in writing not to disclose such information may do so.

4.6

CSEA may conduct a up to one (1) hour orientation session for employees during the August in-service training session. CSEA shall be granted up to 30 minutes time to meet with any newly hired employee(s) covered by this bargaining agreement to explain CSEA coverages and other benefits. This new employee meeting shall occur within the first week of employment or during the hiring period of the employee. This meeting will be conducted by the representatives as defined in 4.14.

4.7

Within sixty (60) days after the execution of this contract or changes to this contract, the Agency shall provide without charge a copy of this contract to every employee in the Unit. Any employee who becomes a member of the Unit after the execution of this Agreement shall be provided with a copy of this Agreement by the Agency, without charge.

4.8

After the conclusion of regularly scheduled employee meetings CSEA may announce meetings of the Unit, including agenda items to be considered.

4.9

All members of CSEA are allowed to attend chapter meetings without deduction in pay as long as they arrange to take care of their assigned duties at least in a minimum acceptable manner for that day. The local Chapter President or designee of CSEA is allowed to attend meetings outside the Agency provided he/she makes arrangements in advance with his/her supervisor so that a substitute can be called in, if necessary. A substitute, in this case, will be paid for by the Agency.

CSEA shall be granted 60 hours of release time per year (July 1 through June 30) to conduct and to attend to CSEA related business including but not limited to negotiations preparation, processing grievances and attendance to governing board meetings. All release time usage is subject to approval by the chapter president prior to the granting of said release time by the Agency. Agency will grant release time provided routes and trips are adequately covered for the day.

If other members of CSEA wish to attend a meeting outside the Agency during their regular working hours, they should first obtain permission from their supervisor and will either make up the hours off on that day without overtime pay or take a deduction in pay for the hours not worked.

4.10

Official representatives of CSEA visiting a work site shall follow the Agency's procedures for visitors. Employees will not meet with representatives while on duty, but may do so during regular work breaks.

4.11

CSEA shall have the right to have membership dues deducted for employees in the bargaining unit.

4.12

The Agency shall deduct dues from the wages of all employees who, after the date of this Agreement, become members of the CSEA via a voluntary dues authorization form provided to the Agency.

4.13

CSEA shall indemnify and hold the Agency harmless from any and all claims, demands, or suits, or other action arising from the organizational security provisions contained herein. In turn, the Agency will provide CSEA with any information relevant and necessary to properly fulfill this obligation including all requirements of AB 119 (GC 3558).

4.14

Representatives of CSEA shall mean the CSEA Chapter 580 President, Executive Board officers, or the CSEA Labor Relations Representative of record.

ARTICLE 5

CONCERTED ACTIVITIES

5.1

It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the Agency by the CSEA or by its officer, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

5.2

CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the Agency by employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.

5.3

It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the Agency.

5.4

It is understood that in the event this article is violated, the Agency shall be entitled to withdraw any rights, privileges or services provided for in the Agreement or in Agency Policy from any employee and/or CSEA.

5.5

During the term of this Agreement the Agency agrees not to engage in a lockout of employees covered by this Agreement.

ARTICLE 6

SAFETY CONDITIONS OF EMPLOYMENT

6.1

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which unduly endanger their health or safety.

6.2

An employee has a responsibility to report in writing to his/her immediate supervisor any and all conditions which are unsafe or might unduly endanger health.

6.3

Upon receiving a written report of an alleged unsafe or unhealthy condition, the Agency shall designate an Agency Safety Officer who shall review the alleged unsafe condition(s) complaints. Such complaint(s) if not remedied by the action of the Agency Safety Officer or designee, shall be sent to the Agency Safety Committee to review health, safety, sanitation and/or working conditions and make recommendations to the Agency concerning improvements in health, safety, sanitation and/or working conditions. Copies of investigative reports and the conclusion shall be given to the CSEA Chapter President and the complainant.

6.4

The Agency Safety Committee shall be comprised of the following:

1. The Agency Safety Officer or his/her designee.
2. One member of the bargaining unit, as selected by CSEA, Who shall not receive a deduction in pay as a result of the Agency Safety Committee's meetings.
3. CSEA may send one (1) additional Bargaining Unit member. That additional member is not entitled to pay.

ARTICLE 7

GRIEVANCE PROCEDURE

DEFINITIONS

7.1

A "grievance" is a claim by a bargaining unit member or CSEA that there has been a violation, misinterpretation or misapplication of this Agreement.

A "grievant" is the person or persons, including CSEA or representatives, making the claim.

A "day" for purposes of this Article is defined as any day the Agency office is open for business.

7.2 GENERAL

7.2.1 The purpose of this procedure is to secure at the lowest possible administrative level a resolution to the grievance caused from the alleged misinterpretation and misapplication of this Agreement.

7.2.2 The time limits specified should be considered firm, but may be extended by mutual agreement in writing.

7.2.3 Bargaining unit members are entitled to representation by CSEA at all levels.

7.2.4 CSEA authorized Job Stewards shall be allowed reasonable release time if necessary for the purpose of processing potential grievances and attending grievance meetings.

7.3 GRIEVANCE PROCEDURE

7.3.1 Level I – Any grievant with a problem will first discuss the problem with the appropriate immediate supervisor within fifteen (15) days of the event of circumstances occasioning the grievance. A grievant must summarize their concerns in writing on the form provided in this collective bargaining agreement and transmit a copy of this form to the immediate supervisor during the discussion.

7.3.2 After the meeting, the supervisor shall respond in writing within ten (10) days.

7.3.3 Level II – If the immediate supervisor's response is not satisfactory, the grievant has the option to file the grievance with the Agency's C.E.O. The grievance must be filed at this level within ten (10) days of receipt of the immediate supervisor's response.

7.3.4 The Agency C.E.O. shall meet with the grievant to discuss the grievance within ten (10) days of the receipt of the grievance.

7.3.5 The Agency C.E.O. shall respond in writing within five (5) days after the meeting.

7.3.6 If the Agency's C.E.O response is not satisfactory, the grievant has the option of requesting of CSEA that the grievance be submitted to arbitration.

7.3.7 CSEA shall notify the Agency in writing of its determination to proceed to arbitration within ten (10) days of the Agency's C.E.O. response.

7.4 ARBITRATION

- 7.4.1 Once CSEA has notified the Agency of its decision to proceed to arbitration, the Agency and CSEA shall attempt to agree upon an arbitrator. If no arbitrator can be agreed upon, the parties shall request a list of seven (7) arbitrators experienced in resolving grievances in public schools from the State Mediation and Conciliation Services. From the list of seven (7) arbitrators, names will be struck by the parties until one name remains. Determination of which party strikes first will be determined by lot.
- 7.4.2 The parties shall schedule a hearing as expeditiously as possible before the arbitrator.
- 7.4.3 Either party may call witnesses and present evidence relevant to the arbitration issues. Bargaining unit members called as witnesses will be released from duty without loss of pay to testify at the arbitration.
- 7.4.4 The arbitrator's decision shall be in writing and will set forth to all parties his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator will have no power to add to, or subtract from or modify the terms of this Agreement.
- 7.4.5 After the Governing Board's receipt of the arbitrator's recommendations, the Board shall have thirty (30) days from its initial consideration of that recommendation to either adopt, reject, or modify such recommendation. If the Board totally rejects an arbitrator's decision which was held in favor of the employee, then all of the mutually incurred arbitration expenses shall be borne by the Agency. The decision of the Board shall be final and binding.
- 7.4.6 All costs, for the direct services of the arbitrator will be borne equally by the Agency and CSEA. Other costs will be borne by the party incurring them.

7.5 MISCELLANEOUS

- 7.5.1 CSEA shall (on its own behalf or on the behalf of the affected employee(s)) initiate with the C.E.O. a grievance which affects more than one bargaining unit member at more than one location or if the immediate supervisor does not have the authority to remedy the grievance.
- 7.5.2 No reprisals of any kind will be taken by any person against any aggrieved person, any party in interest, any member of CSEA, or any other participant in the grievance procedures by reason of such participation.

- 7.5.3 A bargaining unit member may be represented at all stages of the grievance procedure by himself or herself or, at their option, by a representative of CSEA. A bargaining unit member may at any time present a grievance to the Agency and have such grievance adjusted without the intervention of CSEA as long as the adjustment is reached prior to arbitration and the adjustment is consistent with the terms of this written Agreement. The Agency shall provide the CSEA Chapter President with a copy of the proposed resolution.
- 7.5.4 Time limits shall begin the day following receipt of a written decision.
- 7.5.5 All documents, communication, and records resulting from the processing of a grievance shall be filed separately from the personnel file of any participant.
- 7.5.6 Appropriate forms for the filing and processing of grievances will be developed by CSEA and the Agency and be available to bargaining unit members.
- 7.5.7 If the Agency does not respond in a timely fashion within the above time limits, the grievance automatically proceeds to the next level. If the grievant fails to adhere to the timelines above, he/she forfeits application of the issue to the grievance procedure.

ARTICLE 8

VACANCY AND TRANSFER

8.1

Upon initial employment or changes in classification, the employee shall receive a copy of the applicable job description (which shall include a statement of example of duties of the position), and specification of the monthly and hourly rates applicable to the position and a statement of the hours per day, days per week, and months per year.

8.2

Notwithstanding the provisions for assignments as described, the C.E.O. may assign routes to bus drivers and transportation attendants in variance with the bidding results when the assignment change is made for the reasons of safety, benefit of the students, bus drivers or transportation attendants, or for the effective operation of the Agency. The provisions of 8.2 will not be invoked for arbitrary or capricious reasons. Affected employees will have the ability to obtain their bid hours as per section 9.16.

POSITION VACANCIES

8.3

Agency employees shall be given first consideration to fill position vacancies within the bargaining unit, provided their training and ability demonstrate that it is merited to the Agency. If more than one (1) qualified employee applies, the most qualified applicant, as determined by the Agency, will be selected. The Agency shall consider and determine the following in filling these positions:

- a. The needs of the Agency.
- b. The past performance evaluations of the applicant.
- c. Experiences, training, and ability of the applicant.
- d. Length of service.

8.4

Notice of all position vacancies shall be posted on bulletin boards in prominent locations at each Agency job site. The position vacancy shall remain posted for a period of five (5) working days, during which time it shall be the employees' responsibility to file for the vacancy. For employees on leave or vacation, notice of vacancy will be mailed to employee's address on file. Any employee may file for the vacancy by submitting the required applications to the Agency within the filing period. Any employee on leave or vacation may authorize a representative to file on the employee's behalf.

8.5

The vacancy notice shall include the job title, the number of hours per day, days per week, and months per year assigned to the position, the salary range and the deadline for filing for the vacancy. A job description will be posted with the notice.

8.6

Upon application/notification to the Agency, substitute drivers may be brought up to probationary status based on the following:

- a. Regular hours worked excluding overtime, current continuous employment with the Agency.
- b. Date of hire as a substitute.
- c. Training: Hours required to complete classroom and behind-the-wheel training, other training completed relative to position.
- d. Proficiency reports: Types of buses proficient on evaluations, snow qualified, mountain qualified and high density qualified.
- e. Experience: Special Education, regular education, Kindergarten, high school, continuation school, wheel chair and other related experiences.

8.7

The order of the above items has no bearing on appointment to probationary status. The Operations / Training supervisor, Dispatcher and two CSEA representatives as determined by the CSEA president/designee will rank the candidates and recommend which new trainees, new hires and substitutes should be brought up to probationary status. Final selection decision will be made by the Agency C.E.O.

8.8

A substitute rotation list shall be established annually for substitute drivers to cover routes as determined by the C.E.O./designee. Seniority for this purpose shall be based on regular hours worked during the previous work year. Substitutes will be brought up prior to bidding

SUMMER ASSIGNMENTS

8.9

Summer assignments will be made pursuant to the intent of 21.2, except as indicated herein. When work normally and customarily performed by employees is required to be performed at times other than during the regular August-June academic year, the work shall be assigned to employees in the appropriate classification according to qualifications and seniority within the Agency. Drivers and attendants must be available for the duration of the assignment.

8.10

An employee accepting a summer assignment shall receive, on a pro rata basis, no less than the compensation and benefits applicable to that classification during the regular academic year.

8.11

All hours assigned to an employee in a summer assignment shall be considered "hours in paid status" for the purposes of this Agreement.

ARTICLE 9

HOURS AND OVERTIME

9.1

The standard work week shall consist of five (5) consecutive days Monday through Friday. The length of the workday for each classified assignment shall be designated by the Agency. For drivers and attendants this will be accomplished by procedures in Article 21.

9.2

Hours worked includes all time that an employee is required to be on duty, or at a prescribed workplace for the Employer. On occasion, the Agency may require an employee to work beyond his/her work hours but no more than eight (8) hours per day. The Agency will make a reasonable effort to accommodate driver conflicts, if possible.

9.3

Nothing herein shall be construed as a waiver of rights afforded by the Fair Labor Standards Act.

OVERTIME

9.4

Hours which an employee works above or beyond eight (8) hours per day and/or forty (40) hours per week shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay. All hours worked on holidays designated by this Agreement shall be compensated at regular rate of pay plus time and one-half (1 ½). All time during which an employee is in a paid status shall be construed as hours worked. Hours worked on Saturday or Sunday is the sixth and seventh day.

9.5

Notwithstanding the provisions of 21.2 and 21.4, the regular workweek shall consist of not more than five (5) consecutive days for an employee having an average workday of four (4) or more hours per day. Such employees shall be compensated for any work required to be performed on the sixth or seventh day following commencement of the work week at a rate equal to one and one-half (1 ½) times the regular rate of pay. All hours worked in excess of eight (8) hours on the sixth and seventh consecutive day, according to 9.1, or a holiday as designated by this Agreement shall be compensated at two and one-half (2 ½) times the regular rate of pay.

9.6

Overtime must have prior authorization from the immediate supervisor. It will be separately and expressly authorized. No regularly established over-time will be allowed unless authorized in writing, through the office of the C.E.O. and/or designee.

9.7

Payment for overtime worked shall be made with the supplemental salary check in the pay period in which it was earned.

CALL BACK TIME

9.8

Any employee called back to work after completion of his/her workday or after leaving the work site shall be compensated for not less than two (2) hours at the appropriate rate of pay.

MINIMUM CALL-IN TIME

9.9

Any employee reporting for scheduled duty or called into work when the employee is not scheduled to work, and there is no work, (i.e. trip cancellations, etc.) shall be compensated for no less than two (2) hours, at the appropriate rate of pay. Other work may be assigned in lieu of assigned cancellation.

RIGHT OF REFUSAL

9.10

Any employee shall have the right to reject any offer or request for overtime or call back time, on call, or call-in time, except in the case of an emergency. An after-hours emergency response list shall include employees that have a current school bus driver certificate. Employees that wish to be included must sign up for the after-hours emergency response list at the annual Agency In-Service each year.

SUMMER WORK DAY/WEEK

9.11

The Agency may allow a regular workday of ten (10) hours per day, four (4) days per week for employees, in lieu of a regular 40 hour workweek, provided that the majority of the employees are in favor of such a work week and continue as long as it is satisfactory for the Agency. Normally, this will take place during the summer recess. The regular ten hour workday, four (4) days per week will not constitute overtime and does not apply to school bus driving hours compensation.

SPLIT SHIFT

9.12

If a Bargaining unit member, including substitutes, works a shift broken by a non-working period of four (4) or more hours, that Bargaining unit member shall be paid for such split shift at a rate of two and one-half (2 ½) percent above the rate at which that employee would be paid at a non-split shift. This section shall apply towards home to school routes only. Any other combination of work assignments are excluded.

STAND BY

9.13

All stand-by time shall be considered as regular hours worked and shall be compensated on straight or over-time basis as other hours worked under this Agreement.

BUS DRIVERS' AND ATTENDANT'S HOURS

9.14

Modified/consolidated schedules may occur at the discretion of the Agency when circumstances allow for one or more routes to be combined. The Agency will consolidate routes and contact the affected drivers to discuss coverage of the modified/consolidated route. If the affected drivers do not agree as to who will drive the modified/consolidated route, the senior driver will be assigned to the modified/consolidated route. Drivers not scheduled to the modified/consolidated route will be scheduled off without pay unless that driver requests additional work assignments. Modified scheduling may include but is not limited to routes affected due to: a) Minimum day(s) b) Holidays c) Recess periods d) Week days schools are not in session e) Routes affected by multiple student absences.

9.15

When a driver's assignment is shorter than their bid time, the driver shall report to Dispatch for assignment to additional tasks to complete their bid time. If the driver is told that there is no work available (NWA) the driver will be excused for the day and the driver will receive compensation for their full bid time that day when the timesheet NWA entry is initialed by Dispatch.

When the Agency determines the available work is not of an essential nature, the driver may elect to voluntarily leave early (VLE). If the driver chooses VLE, that driver will report this to dispatch and will only be paid for the actual time worked and will be excused for the day.

EXTRA WORK

9.16

Extra work is defined as a task that is not part of an employee's normal assignments. These tasks are done during the time the employee would normally be scheduled off. This section shall not apply to Article 22, special trip assignments. If work is available, employees, including substitutes, shall be allowed to work in excess of assigned hours, at their option, up to eight (8) hours.

Employees interested in extra work must sign up for duties not later than 2:00pm on the business day prior to the day tasks are to be performed. Tasks will be assigned by the C.E.O. or designee after reviewing the sign-up sheet. In the instance where more than one employee has signed up for a specific task, for those employees signed up for that task, the task shall be assigned in seniority order. Route variances due to delay or equipment failure is not considered extra work. It is understood that extra work may be offered year round. Extra work assignments lists shall be posted for five (5) days in advance.

ADVERSE WEATHER CONDITIONS

9.17

In the event weather conditions prevent regularly assigned runs from being performed, all drivers and attendants affected shall receive the amount of pay that they would normally have received had they worked that day. If the day is made up and/or there is no loss of regular home-to-school work hours, the above does not apply. All pay owed for this section will be paid on the last regular pay check of the fiscal year. All time spent waiting shall be considered stand-by hours and paid at the appropriate rate of pay.

OTHER ASSIGNMENTS

9.18

If needed elsewhere by the Agency, employees shall be compensated for no less than their regular assignment or bid time. The Agency shall not require employees to work assignments other than their own for longer than five (5) regular business days within a twenty (20) day period unless by mutual agreement by the Agency and CSEA.

EXCHANGE OF HOURS

9.19

Exchange time may be allowed on a limited basis, at the discretion of supervisors. All requests must be originated by the employee, involve a trade of hourly pay rates on a one-to-one basis (over-time will not be paid), and the nature of the employee's job must be that which will lend itself to accomplishment of the exchange time during their normal off duty hours.

COMPENSATORY TIME

9.20

Employees in the bargaining unit, shall have the option to elect to take compensatory time in lieu of cash compensation for overtime worked. Compensatory time shall be earned at the appropriate overtime in accordance with this article. Employees shall be limited to a maximum 100 hour balance per fiscal year. Compensatory time off will be taken at straight time and paid out at the rate at which it was earned. Compensatory time may be used to be paid during recess periods. Other uses may be approved by a supervisor. Compensatory time off must be requested and approved at least 10 days prior to taking such leave. Any remaining balance at the end of the fiscal year will be paid out at the rate at which it was earned.

REST BREAKS

9.21

Each employee will be entitled to a paid consecutive fifteen (15) minute rest break (during the first half of their shift, and paid a consecutive fifteen (15) minute rest break during the second half of their shift. Each office or department will work out a rest break schedule) for each full and consecutive four (4) hours worked. For those employees working less than four (4) consecutive hours and at least three (3) consecutive hours on a shift, a paid rest break of ten (10) consecutive minutes shall be provided. A rest break is paid time. These breaks will be scheduled by the supervisor. The supervisor will make every effort to schedule these breaks at the approximate mid-point of the period for all employees.

9.22

Rest breaks of a total of thirty (30) minutes in lieu of two (2) fifteen (15) minute breaks may be scheduled if mutual agreement of the employee and supervisor is obtained. Rest breaks are part of the regular and appropriate rate of pay of the employee.

LUNCH BREAKS

9.23

All employees covered under this agreement shall be given an uninterrupted, duty free lunch break after the employee has been on duty for five (5) hours. The duration of the lunch break shall be for a period of not longer than one (1) hour nor less than one-half (½) hour and shall be scheduled for eligible employees at or about the mid-point of each work shift. An employee on duty for no more than six (6) hours per day can waive the one-half (½) hour lunch break with the consent of the employer. The duration of the lunch break and the time it is taken shall be determined by the immediate supervisor after receiving the affected employee's input.

9.24

The Agency agrees to accommodate individual employee's wishes regarding the rescheduling of variable lunch breaks of thirty (30) to ninety (90) minutes, consistent with the efficient operation of the Agency.

REST FACILITIES

9.25

The Agency shall make available a lunch room/ready room and lavatory facilities for all employees at the Agency's site. Portable lavatories shall be made available to employees for use at the Agency site after normal Agency work hours.

9.26

The Agency cannot feasibly make its own rest facilities available for drivers/attendants and other employees to take care of personal needs at each school or work site served. Employees may use the school facilities or take a break at an appropriate site located within reasonable proximity to their normal route.

DRIVING TIME LIMITATION

9.27

A school bus driver shall not drive more than ten (10) hours within a work period or drive after 16 consecutive hours have elapsed since first reporting for duty.

9.28

A work period is defined as the duration between the time a driver first reports for duty (for any employer) and the time a driver is completely relieved of all duties and is permitted to go off duty for eight (8) consecutive hours. On duty is defined as the time a driver begins work, or is required to be in readiness for work, and until the time the driver is relieved from work and all responsibility for performing work.

9.29

A driver may be permitted or required to drive for more than the regulated hours if the excess hours are due to snow, sleet, fog, or other adverse conditions of weather, road, or traffic.

9.30

In the event of a traffic accident, medical emergency, or disaster, a driver may exceed the regulated hours in order to complete the trip if the trip could reasonably have been completed under normal conditions without exceeding the regulated hours.

9.31

The Dispatcher will schedule runs so no driver will drive over the 16 hour limitation or the ten (10) hour actual driving time in a day. At times this may require alterations in home-to-school runs.

9.32

It shall be the drivers' responsibility to ensure that these periods are not exceeded and to inform the Dispatcher in a timely fashion if any problems arise that could put them over the times allowed.

TIMEKEEPING

9.33

Employees will use the time clock and/or forms to document time worked.

BUS DRIVERS AND ATTENDANTS, GENERAL INFORMATION

9.34

Time cards will be recorded during each run, morning, mid-day, and afternoon.

9.35

Explanation of all unusual or extraordinary situations or times thirty (30) minutes or more will also be noted on the reverse side of the time card by date.

9.36

Driver/attendants will denote on time cards the route number and other work performed in variance and/or in addition to their own bid route time.

9.37

The Agency will establish reasonable minimum pre-trip times for each bus. Drivers will be paid for this time. Pre-trip and post-trip minimum times are 15 minutes each and any exceptions must be pre-authorized by a supervisor. Each driver and CSEA will be given a copy of the established pre-trip times and updates. If driving a bus other than one previously driven on that date, a pre-trip inspection is required and must be shown on time cards.

STOPPING ENROUTE

9.38

Drivers/attendants are not authorized to stop enroute except in unusual circumstances, when specifically approved by the C.E.O. or designee.

BUS WASHING

9.39

Bus washing will occur in accordance with the Driver Handbook. The Driver Handbook timetable shall serve as a guideline for bus washing. Employees shall be paid at the appropriate rate of pay for the time worked. Coordination of effort will be done through immediate supervisor. See Driver Handbook Guidelines.

MEETINGS

9.40

All work related conferences/meetings requested by an employee will be paid if pre-approved by the C.E.O. or a supervisor. All Agency called conferences or meetings will be paid at the appropriate rate of pay.

OVERNIGHT TRIPS

9.41

For all overnight trips, the first and last day(s) pay will be actual time worked. Any days in-between are paid at least eight (8) hours at driver's rate.

CONTRACTING FOR SERVICES

9.42

The Agency agrees not to contract out for services normally performed by bargaining unit employees, including substitute driver. Substitute drivers shall be considered to perform duties such as field trips on a limited basis. The Agency shall notify CSEA of any services contracted which normally are performed by bargaining unit members.

DONATION OF WORK

9.43

The Agency shall not accept or solicit donated work that will supplant, reduce or transfer bargaining unit work unless first agreed to by CSEA and the Agency. Any donated work mutually agreed upon by the parties shall not result in layoff or reduction of bargaining unit employees or positions.

ARTICLE 10

AGENCY RIGHT TO GRANT LEAVES

10.1

The Agency may grant leaves of absence up to twelve (12) months, with or without pay to employees.

APPROVAL

10.2

All absences must be noted on the employee's time card, if less than a full day, and a completed absence report must be submitted to the supervisor. The submission time frame for leave to be authorized is:

- a. Prior approval - Vacation, general leave of absence, personal business.
- b. Prior notification - Jury duty, required court appearance, planned hospitalization of employee or immediate family member, employee medical appointments.
- c. Immediate notification - Illness or injury, industrial illness or injury, bereavement, immediate family accident or sudden hospitalization of immediate family member.

VERIFICATION

10.3

The Agency may require a physician's certification or other verification as to any employee's claimed reason for absence if the Agency believes that there exists a question of valid grounds for the employee's claimed absence. Such verification shall be made within five (5) days of the request by the Agency.

10.4

A medical release to return to work may be required.

MEMBERS OF IMMEDIATE FAMILY

10.5

For purposes of this article, immediate family means the mother, father, foster parents, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, children, foster children, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, aunt and uncle of the employee.

BEREAVEMENT LEAVE

10.6

Employees shall be granted necessary leave of absence, not to exceed three (3) days, or five (5) days if travel is required beyond 250 miles one way from the work site, because of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this contract or provided by the Board. The employee shall provide notice to the Agency prior to use of Bereavement Leave.

JURY DUTY

10.7

Under current California law, classified employees are not exempt from jury duty.

10.8

When called for jury duty or for attendance in a court of civil or criminal proceeding when the employee is not a party litigant, the employee will be granted a leave with pay, less the jury fee received.

10.9

Any meal, mileage and/or parking allowance provided the employee for jury duty, shall not be considered in the amount received for duty. If travel pay is issued, the employee shall request two warrants, one for jury duty and one for travel, so that the jury duty warrant can be endorsed over to the Agency. An employee notified to appear for jury duty shall provide notice to the Agency upon receipt of jury duty notification.

10.10

Compensation from jury or court duty not requiring leave from regular assigned hours shall not be paid to the Agency.

LEAVE OF ABSENCE FOR ILLNESS OR NON-INDUSTRIAL INJURY (SICK LEAVE)

10.11

Every classified employee employed five (5) days a week and twelve (12) months per year by the Agency shall be entitled to twelve (12) days of absence for illness or injury exclusive of all days he/she is not required to render services to the Agency with full pay for a fiscal year of service.

10.12

A classified employee employed five (5) days per week who is employed for less than a full fiscal year is entitled to what proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12). Example: 10 month employee would receive 10 days of sick leave.

10.13

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

10.14

For computational purposes in figuring sick leave for employees paid on an hourly basis, 173.33 hours per month shall be considered full time employment.

10.15

Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day.

10.16

At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each member. Sick leave may be taken at any time during the year. A new employee of the Agency shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the Agency.

10.17

If such employee does not take the full amount of leave allowed in any year allowed under this article the amount not taken shall be accumulated from year-to-year.

10.18

Each employee shall notify his/her supervisor, or designee, as soon as such impending absence is known. Such notice shall be given not later than one and one-half (1 1/2) hours before the beginning of the shift on the day of absence.

10.19

When an absent employee is able to return, the employee shall notify the Dispatcher on duty prior to 4:00 p.m. the afternoon before their shift begins. Should a bargaining unit member feel that he/she is able to return to work after 4:00 p.m., and if he/she calls in one and one-half hours or more before this/her shift begins, and the route has been covered, the Agency shall allow the bargaining unit member to return to work in the morning if the Agency determines work is available. The bargaining unit member shall be allowed to work the second half of his/her regular route. In this instance the Agency may assign the employee another assignment in the morning and the bargaining unit member shall be paid not less than their regular bid hours for the day.

10.20

Each employee shall submit a completed absence report because of illness or injury for each such absence immediately upon return to work.

10.21

Use of sick leave for illnesses caused or contributed to by pregnancy, childbirth, miscarriage or recovery there from shall be considered as illness for the purposes of sick leave.

10.22

Sick leave may be used for employee medical appointments, if necessary. Every reasonable effort to make medical appointments outside of working hours must be made by employees.

INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

10.23

A permanent employee who has served continuously with the Agency for at least two (2) years shall be entitled to an Industrial Accident or Illness Leave of up to sixty (60) working days in any one fiscal year for any one accident or illness. Allowable leave shall not be accumulative from year to year. Leave will commence on the first day of absence. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

10.24

Payment for wages lost on any day shall not, when added to an award granted the employee under workers' compensation laws of this state, exceed the normal wage for the day. This leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.

10.25

The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave or vacation may then be used. If, however, an employee is still receiving temporary disability payments under the workers' compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to only so much of his/her accumulated and available normal sick leave which, when added to the workers' compensation award provides for a day's pay at the regular amount of pay.

10.26

Any employee receiving benefits under Industrial Accident or Illness Leave shall, during periods of injury or illness, remain within the State of California, unless the Agency authorizes that employee to travel outside the state.

10.27

When all available leaves of absence, paid or unpaid, have been exhausted following an Industrial Accident or Illness, and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a re-employment list for a period of 39 months. When available, during the 39 month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of a lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. An employee who has been placed on a re-employment list who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

PREGNANCY DISABILITY LEAVE

10.28

Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery there from. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above.

10.29

The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the Agency management may require a verification of the extent of disability through consultation with the employee's physician by a physician appointed by the Agency.

10.30

The employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commences, based upon seniority.

PERSONAL NECESSITY LEAVE

10.31

Sick leave may be used by the employee upon prior approval in cases of personal necessity. A maximum of seven (7) days of accumulated sick leave may be used in any school year for personal necessity leave. The following are incidents in which personal necessity leave may be used:

- 10.31.1 Death of a member of the employee's or spouse's immediate family when additional leave is required beyond that provided in 10.6.
- 10.31.2 Accident involving the employee's person or property or the person or property of a member of his/her immediate family of such a serious nature as to require the employee's immediate attention.
- 10.31.3 Hospitalization of a member of the immediate family of such a serious nature requiring the presence of the employee as necessary to the patient's well-being, or legal consultation.
- 10.31.4 Personal business three (3) days each year, not to be accumulative.

- 10.31.5 An employee shall not take such personal business leave to extend a holiday weekend, to be absent from in-service training, to be absent from an IEP meeting or conference, to be absent from an evaluation meeting, to be absent from any meeting scheduled by the C.E.O. or to engage in any concerted activity against the Agency. The employee must give seventy-two (72) hours prior notice to the C.E.O.
- 10.31.6 Required appearance in court as litigant or witness under an official order.
- 10.31.7 Birth of a child to a member of their immediate family - limited to two (2) per year.

The employee shall submit a completed request for personal necessity leave to his/her supervisor at least three working days prior to the requested leave. The employee shall be required to secure prior permission except in cases arising under 10.31.1, 10.31.2, 10.31.7 or sudden conditions of 10.31.3 exists which will necessitate the employee absence. The employee in these cases must submit a completed absence form to the supervisor immediately upon return to duty.

ENTITLEMENT TO OTHER SICK LEAVE

10.32

When an employee is absent from his/her duties because of illness or accident for a period of six (6) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid the substitute employee employed to fill his/her position during his/her absence.

VACATION LEAVE

10.33

Full or part-time classified employees shall be granted vacation with pay at the daily rate of pay the employee would be paid if working at the time of vacation. The number of days and hours of vacation an employee is allowed shall be determined as follows:

10.34

The following vacation schedule shall apply to all employees:

- 1 through 3 years of service - 10 days per year
- 4 through 8 years of service - 15 days per year
- 9 years of service and longer - 20 days per year

10.35

The vacation schedule in 10.35 shall be accrued and tracked in hours using the following schedule:

1-3 years 10 (10 days *8 hours/day)/12 months = Vacation Rate of 6.67
4-8 years 15 (15 days *8 hours/day)/12 months = Vacation Rate of 10.00
9+ years 20 (20 days *8 hours/day)/12 months = Vacation Rate of 13.33

The vacation accrual shall be calculated as follows:

Regular Hours = All Hours minus Overtime Hours

Full Time Ratio = Regular Hours divided by 173.33 (Maximum Full Time Ratio = 1)

For 12 month, 8 hour per day employees, the Full Time Ratio shall be set to 1, then multiplied by Vacation Rate, and applied for 12 months.

For 11 month, 8 hour per day employees, the Full Time Ratio shall be set to 1, then multiplied by Vacation Rate, and applied for 11 months.

For all other employees for each month in a paid status, the Full Time Ratio shall be multiplied by the Vacation Rate.

10.36

Vacation pay shall be for the same number of hours per day as the number of hours per day regularly served during the period in which the vacation was earned.

10.37

Earned vacation should be taken during the school recesses, but may be taken at other times by mutual agreement between the employee and their supervisor. Vacation time must be requested and approved at least ten (10) days prior to taking such a leave.

In addition, twelve (12) month bargaining unit members shall schedule, with Agency agreement, accumulated vacation days annually by December 31 to reach carryover levels by the following June 30. Excess days not scheduled by the bargaining unit member will be scheduled by the Agency, or cashed out.

10.38

Paid holidays will not count as a day of vacation.

10.39

Employees may interrupt or terminate or not begin vacation leave in order to begin another type of paid leave without a return to active service, provided the employee notifies the Agency within three (3) working days of such interruption or termination and supplies relevant supporting information regarding the basis for such interruption or termination.

10.40

Vacation may be carried over in accordance with the following schedule.

TWELVE MONTH EMPLOYEES: Agency Years of Service Completed	Total Carry-Over Allowed
1 through 3 years	5 days
4 through 8 years	7 days
9+ years or more	12 days

All other employees: Cash out unused vacation at end of fiscal year.

MATERNITY LEAVE

10.41

Employees may be granted maternity leave upon request:

- a. For a time specified by the employee's doctor.
- b. For a period not to exceed six (6) months unless required under other provisions of this Agreement.

10.42

Such leave shall be granted without pay; however, nothing in this policy shall be construed so as to deprive any employee of sick leave rights under any section of the Education Code for absences due to illness or injury resulting from pregnancy.

FAMILY CARE LEAVE

10.43

Employees shall be entitled to Family Care Leave in accordance with State and Federal laws.

FILLING EXTENDED LEAVES VACANCIES

10.44

When a driver, or attendant, is on a confirmed extended leave, [exceeding 10 working days], that route will be temporarily filled by a qualified driver or attendant.

10.45

This route will be posted, as soon as practical, for five (5) working days. Any regular, probationary or substitute driver or attendant may submit a bid card and/or sign up on the posted route notice during the posted time. Selection will be determined by seniority (hire date) and qualifications.

10.46

This is a three step procedure with a substitute driver or attendant assigned to the fourth vacant route.

10.47

Exchanges can only be made from an original bid route. Upon the absent driver's or attendant's return from leave, the exchange driver or attendant shall go back to the original bid run and shall be eligible to apply for another exchange. This shall not preclude a driver or attendant from bidding on and being assigned to a new or vacant route which may become vacant or open during the same time a driver or attendant is filling an extended leave position. Should a driver or attendant be awarded a bid for a new or vacant route, the extended route will go back up for bid through the extended leave process.

ARTICLE 11

HOLIDAYS

11.1

The Agency agrees to provide eligible employees in the bargaining unit with the following paid holidays:

New Year's Day
Martin Luther King, Jr. Day
Lincoln's Day
Washington's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Admission Day - as designated in 11.6
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
December 25th

11.2

To be entitled to such paid holiday, a classified employee must be in a paid status during any portion of the workday immediately preceding or succeeding the holiday.

11.3

Regular employees who are not normally assigned to duty during the school holidays of December 25th and New Year's Day shall be paid for those two holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

11.4

When a holiday listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday, he/she shall be paid for such work at time and a half (1 1/2) rate of pay, in addition to the regular pay received for a holiday.

11.5

Those days declared by the President or Governor of the State as a holiday which requires the Agency to be closed and any day declared a holiday by the Agency Governing Board shall be a paid holiday for eligible employees.

11.6

The Admission Day holiday will be designated for that day which the greatest number of Agency JPA parties recognize as the holiday on their calendars.

ARTICLE 12

PAY AND ALLOWANCES

REGULAR RATE OF PAY

12.1

The regular rate of pay for each classification shall be in accordance with the established rates and shall include any shift differential to be paid under this Agreement.

PAYCHECKS

12.2

Paychecks shall be itemized and lost checks shall be processed in accordance with County disbursement procedures.

FREQUENCY

12.3

All employees shall be paid at least once per month. If the normal pay date falls on a holiday, the pay check shall be issued on the preceding workday.

SPECIAL PAYMENTS

12.4

Any payroll adjustment due an employee as a result of other than Agency or County disbursement errors, shall be made in the next paycheck. Agency or County disbursement error corrections shall be made within five (5) working days of the employee's notification of error to the Administrative Office.

PAY INCREASES

12.5

The Agency shall make payment of agreed upon retroactive wage increase resulting from this Agreement or any amendments as mutually agreed, after ratification by both parties.

PROMOTION

12.6

An employee receiving a promotion shall be moved to the appropriate range and step of the new classification to ensure not less than a five (5) percent increase as a result of the promotion, unless employee is placed on last step of that new range.

REQUIRED TRAINING

12.7

An employee who is required to attend Agency or departmental-wide training sessions, or training required for school bus driver certificate renewal, shall receive compensation as follows:

12.8

When the training occurs during the employee's regularly assigned Agency working hours, or the first ten (10) hours of T01 time, employees shall be paid at their regular rate of pay

12.9

Any employee with a bus driver certificate, upon renewal of the certificate, and upon verification of renewal, shall be paid up to ten (10) hours of approved training for school bus certificate renewal at their regular rate of pay.

STEP INCREASES

12.10

Upon completion of six (6) months satisfactory probationary employment in a paid status, an employee shall be placed on the next higher step within the classification salary range. Thereafter beginning with the employee's 24 month hire date anniversary, the employee will move to the next steps, after completing 12 months additional employment, until the top step is reached.

12.11

Upon completing each 1000 hours, excluding overtime, substitute drivers will receive a step increase. Maximum Step E.

LONGEVITY INCREMENTS

12.12

Each employee shall be paid a longevity increment equal to their base pay; including any other premium or differential pay, after completion of the years of service below and at the rates shown. These increments will be cumulative.

Employees hired prior to 1992 will retain the longevity increments granted under the following schedule prior to December 31, 2012 and no additional increments:

8 years of service	2 ½%
13 years of service	2 ½%
18 years of service	5%
23 years of service	5%
Every 5 years thereafter	5%

Employees hired after 1992 will retain longevity increments granted at 8 years (2.5%) and 13 years (2.5%) prior to July 1, 2012, and will be eligible for the next longevity increments of 10 years, 15 years, and 25 years respectively:

10 years of service	2 ½%
15 years of service	3%
20 years of service	3%
25 years of service	2%

BUS CHAINING STIPEND

12.13

Drivers will receive Thirty Dollars (\$30.00) per occurrence and a maximum of Ninety Dollars (\$90.00) per day that they are required to, and actually do install snow chains on their bus to complete their assignment(s). Tandem buses only require one (1) set of chains and on spot automatic chains are not included in installation.

DRIVER RATE OF PAY

12.14

All work done by drivers will be paid at the driver rate for the Agency year which starts at annual in-service and ends with the regular school year as designated on the board adopted calendar. Except for winter, spring, and summer break, drivers doing summer school routes will be paid at driver rate for route and route related duties.

SALARIES

12.15

Please see Pages 67 & 68 for the Salary Schedule increases effective 9/1/22.

OUT OF CLASS

12.16

A regular employee temporarily assigned to a bargaining unit position in a higher salary classification will be given one additional step over his/her present schedule or placed on the first step of the new position, or 5% more of current salary, whichever amount is higher.

12.17

A regular employee temporarily assigned to a position in a lower salary classification shall receive the pay for his/her regular classification during that temporary assignment. This provision does not preclude voluntary acceptance of a lower classification at that classification's salary.

12.18

For the purposes of this section a regular employee shall be deemed to be temporarily assigned to a position in a higher salary classification upon written notification of said temporary assignment by the employee's supervisor.

ARTICLE 13

REIMBURSEMENTS

13.1

Expenditures by employees for necessary and approved expenses will be documented by a cash register receipt, claim check, charge receipt, cash receipt or voucher. Up to 15% gratuity will be allowed within the maximum allowable meals limitations.

13.2

Reimbursement of expenditures will be submitted on a Request for Reimbursement Form, with all receipts attached. This form will be signed, dated, and correctly completed. Drivers' receipts will include the special trip number on all receipts and on the Request for Reimbursement Form. Once completed, it should be submitted to the appropriate supervisor. These amounts shall be payable in a separate check within ten (10) working days of submission to the appropriate supervisor.

TRIP HOURS/MEALS RATIO

13.3

- a. Trips over 4 hours but less than (8) hours - 1 meal authorized.
- b. Trips over 8 hours but less than (12) hours - 2 meals authorized.
- c. Trips over (12) hours - 3 meals authorized.
- d. No per diem will be given for trips of less than four (4) hours duration unless a 1/2 hour break between the home-to-school run and the special trip is not provided, and the combined home-to-school run and special trip are four (4) hours or greater.
- e. Additional mileage must not be put on the bus to purchase meals unless absolutely necessary. The closest appropriate restaurant must be used.
- f. Each authorized meal shall be paid at the rate of \$24.00 per meal as a per diem. To be paid on the next regularly scheduled payroll.
- g. Three (3) meals will be paid as per diem on the in-between days of Multi-Day trips excluding "spot trips".

13.4

Alcoholic beverages shall not be consumed while on a trip in order to remain ready and available to drive in the event of an emergency.

13.5

When an employee, as a result of a work assignment, must be lodged away from home overnight, they shall be reimbursed for suitable and economical lodging and expenses or the Agency will provide advance funds for anticipated expenses, whichever is agreed upon by both parties.

MILEAGE

13.6

Bargaining Unit Members-who use their private vehicles for official Agency purposes shall be reimbursed at the current rate per mile authorized by the Internal Revenue Service as non-taxable income for mileage driving beyond normal home to work and return. Use of the private vehicle must be at the direction and with the approval of the Agency.

13.7

If a driver is dispatched on a bus to operate from another base he/she will be paid for on duty time for that travel at the Bus Driver rate of pay.

13.8

Mileage claims will be submitted on the Request for Reimbursement Form.

PHYSICAL EXAMINATIONS

13.9

The Agency shall pay the full costs for any and all physical examinations which the Agency requires as a condition of continued employment. The Agency may designate where such required examinations will be provided. Should an employee choose, however, to have such an examination performed by a physician not designated by the Agency, the Agency shall only be required to reimburse the employee for the actual cost of the examination not paid by his/her insurance up to a limit of ninety dollars (\$90).

PROFESSIONAL GROWTH

13.10

Since professionally minded employees should seek self-improvement and learn new job related skills, the Agency, as part of the voluntary training program will underwrite certain costs of courses offered at Sierra College, Placer Adult School, and other authorized schools, under the following guidelines:

- a. The course must be related to individuals' jobs (child psychology, engine repair, etc.).
- b. Approval of the employee's supervisor is required.
- c. Employees must complete the course work and receive a passing grade of 'C' or better.
- d. Employees must maintain 90% attendance at classes.

13.11

Upon submission of course credit certification and receipts for registration and text books, those expenditures will be reimbursed. Other unusual class materials must be approved on an individual basis. Should the course work not be completed (without a compelling and supervisor approved reason) costs will not be reimbursed.

13.12

The Agency shall provide a reimbursement for work clothing in aggregate of \$75.00 per year. The bargaining unit member must provide receipts for clothing with request for reimbursement, the clothing purchased must meet the Agency's dress code.

ARTICLE 14

EMPLOYEE OWNED EQUIPMENT AND TOOLS

14.1

Mechanics shall provide a full set of hand tools as required to perform their assigned tasks. However, end, box or socket wrenches over 1 - 1/4" nominal size shall be provided by the Agency. The Agency shall furnish all consumable cutting tools such as drill bits, saw blades, and files and shall replace short life tools such as screw drivers, chisels, and measuring tapes. Tools required by workers, other than mechanics, shall be provided by the Agency.

14.2

The Agency shall furnish all power tools except pneumatic wrenches 1/2" and smaller shall be provided by the employee.

14.3

Authorized employee owned power tools that become worn out or in need of repair while on the job will be repaired by the Agency, or upon authorization of the supervisor, will be replaced, with the Agency paying two-thirds of the replacement cost.

14.4

The Agency in accordance and consistent with the following provisions, shall reimburse employees for any verified loss, damage or destruction of authorized personal property suffered while performing services to the Agency or while such personal property is on Agency premises. Reimbursement shall be conditioned upon the absence of negligence by the employee. The cash value of any item lost, damaged or destroyed without fault of the employee shall be determined as of the time of the verified loss, damage or destruction and shall include normal allowance for depreciation. Replacement cost requires that the item actually be replaced.

14.4.1 A written request for reimbursement must be filed by the employee within five (5) calendar days of the incident with the Administration Office. The Business Manager shall conduct such investigation as may be necessary. The burden of proof in all cases is with the employee seeking reimbursement.

14.4.2 Reimbursement for verified loss, damage or destruction of personal property suffered while performing services for the Agency or while such personal property is on Agency premises is provided only when approval for the use of the personal property in the schools was given before the personal property was brought on Agency premises or before use while performing services for the Agency. All such prior approval shall be in writing. Exceptions to such prior approval shall be eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee, or vehicles.

14.4.3 Reimbursement for verified loss, damage or destruction of vehicles shall be absolutely limited to payment for verified loss, damage or destruction resulting from malicious acts of others. Where reimbursement involves a vehicle, an affidavit shall be submitted to the Business Manager by the employee, attesting to the fact that the, damage or destruction occurred while the employee was performing services for the Agency or such vehicle was on Agency premises. If there is damage or destruction of a vehicle, two (2) written estimates from licensed repair facilities of repair cost shall be provided to the Business Manager by the bargaining unit member. The Agency payment shall be limited to the amount of the lowest estimate and shall be paid directly to the repair facility upon verification of satisfactory completion of repair.

14.4.4 If an employee receives any payment from an insurance carrier for any loss, damage or destruction for which the Agency gave reimbursement, the employee shall repay the Agency if such payment from an insurance carrier covers the same loss, damage or destruction covered by the Agency. The Agency shall, in addition, have all rights of subrogation; and the employee shall execute all assignments and other documents, and cooperate and perform all other acts as required by the Agency in pursuing such rights of subrogation.

14.5

Other types of hand tools, not consumed or worn out in normal use, shall be replaced by the employee should the tools be broken or lost on the job. The Agency will not replace any hand tool that has not been used on the job.

14.6

The Agency shall furnish all specialty tools which an employee would not normally need for his craft, but which are needed to work on jobs or equipment. The Agency shall furnish all testing equipment and measuring equipment where a high degree of accuracy is required.

14.7

The Agency shall furnish all protective or safety equipment, such as safety goggles, face masks, respirators and protective clothing, as required by law.

14.8

The Agency provides insurance to replace employee owned tools lost through fire or theft. Such insurance will not cover routine attrition or breakage. Coverage of tools will be effective only if the employee files with the Administrative Office an up-to-date complete list of all personal tools kept on the job, which list shall include replacement cost of each item. Items not so listed will not be covered.

14.9

The Agency will pay for sharpening of tools when the work is done by an outside firm.

14.10

Employees are not to have personally owned power equipment on the job, unless such equipment is specifically authorized by the employee's supervisor; any personal equipment, tools or materials used on the job by other than mechanics will not be repaired or replaced because of wear and tear or replaced in case of loss by fire or theft unless the equipment, tools or materials are listed with the Administrative Office.

ARTICLE 15

EMPLOYEE BENEFITS

I.R.C. SECTION 125 BENEFIT PLAN

15.1

An I.R.C. Section 125 Benefit Plan will be available to all employees. This plan is to be managed by a company selected by the Agency after receiving input from CSEA. Fees (if any) for plan administration or option fees shall be borne by the Agency, not to exceed \$5.00 per person, per month.

15.2

Any 125 Plan option or health benefit that exceeds the Agency contribution will be paid for by the employee and deducted from their monthly paycheck.

EMPLOYER PAID PERS CONTRIBUTION

15.3

Bargaining Unit Employees will pay the employee share of contribution to the Public Employees' Retirement System.

HEALTH INSURANCE BENEFITS

15.4

Employees may select any health plan available through the Agency, Choice of a plan and submittal of an enrollment form must be made within thirty (30) days of the date of hire. Failure to enroll within this period may result in the employee (and his/her spouse and dependents) having to wait until the next open enrollment period to gain coverage in the plan of his/her choice. The cost to the Agency will be limited to the amounts set forth in Section 15.9. Available plans are those currently offered by SIG. A list of available plans will be provided with open enrollment materials.

1. A life insurance plan with American Fidelity, Contract providing life insurance with option at employee's expense.
2. Domestic Partner Health Insurance coverage shall be offered in accordance with the laws of the State of California.

BENEFIT ENROLLMENT

15.5

All employees hired into a permanent/probationary status, must either waive or enroll themselves into the medical, dental, and vision plans within 30 days of employment. Enrollment into the dental and vision plans requires enrollment into the medical plans. Enrollment into the medical plans does not require enrollment into the dental and vision plans.

EFFECTIVE DATE

15.6

After an enrollment form is received from the employee, coverage will commence the first day of the following month. When making additions, deletions, or changes to current coverage, a form must be completed. When a form is received to request a change in status, the coverage will be effective the first day of the following month. It is the responsibility of the employee to make sure the forms are completed accurately and received by the Administrative office.

REPAYMENT OF INSURANCE COSTS BY RESIGNING EMPLOYEES

15.7

If an employee resigns from the service of the Agency, and if the proportion of the employee's days of service during the current year do not equal or exceed the proportional yearly cost of insurance coverage paid by the Agency up to the date of termination, the employee may be required to repay to the Agency the balance of insurance costs not covered by the employee's days of service.

If an employee resigns and the Agency has paid for insurance coverage for any month in which that employee was not in a paid status, the employee may be required to repay to the Agency the insurance cost for those months the employee was not in a paid status.

PAYROLL DEDUCTION

15.8

Employee's yearly contribution will be deducted in ten (10), eleven (11), or twelve (12) monthly payments, depending upon work year.

HEALTH BENEFIT AMOUNT

15.9

Employees will have \$730 per month, effective July 1, 2018 available in the 125 Benefit Plan to use toward health benefits. Employees who choose a medical plan that offers an HSA will have the option to put any unused cap into the HSA account (requires employee to open HSA account through the employer). Employees who do not choose a medical plan with an HSA will not have the option of cashing out any remaining cap.

BENEFIT DATES

15.10

For the purposes of this section and other sections of this Agreement, Hire Date and Date of Employment as a probationary employee shall be considered the same. Any break in service will change the hire date. Any change from permanent or probationary status to substitute status will be considered a break in service. Any reemployment with the Agency into a probationary position will establish a new hire date.

ARTICLE 16

RETIREMENT BENEFIT

RETIREE MEDICAL COVERAGE

16.1

Current Retirees

Current retirees and their dependents, who were vested under PERS and retired under PERS prior to June 30, 1997, shall be offered access to the same health plans offered Bargaining Unit members, until the retiree dies. The maximum contribution by the Agency for retirees shall be \$246 per month.

16.2

Current Employees as of December 9, 1997

Current employees who retire from the Agency in the PERS system, shall be entitled to the same medical benefits as current retirees in the paragraph immediately above. The maximum contribution by the Agency for such retirees shall be \$246 per month.

16.3

All new employees initially hired on or after December 10, 1997, shall not be entitled to medical benefits upon retirement.

16.4

2% @ 55

Employees hired prior to 18 June 1996 will have their service credit from this Agency computed at the 2% at 55 formula.

16.5

2% @ 60

Any employee originally hired after 18 June 1996 will have their service credit from this Agency computed at the 2% at 60 formula.

16.6

2% @ 62

Any employee originally hired after 1 January 2013, and who has not been a member of PERS, will have their service credit from this Agency computed at the 2% at 62 formula.

16.7

The basis for this computation will be "final year compensation" as defined by PERS.

DEATH BENEFIT

16.8

If an employee who retires from this Agency dies, the beneficiary will receive a \$2000 lump sum death benefit from PERS. Effective the date specified in the PERS Resolution.

16.9

This article is not subject to reopeners for the duration of this contract.

ARTICLE 17

PERSONNEL RECORDS

17.1

Personnel records are maintained for each employee and may contain the following:

- a. Evaluations and responses.
- b. Changes of status.
- c. Copies of contracts.
- d. Application.
- e. Absence and leave records.
- f. Payroll related information.
- g. Health forms and statements.
- h. Oath of Office.
- i. Information relating to industrial accidents and claims for workers' compensation benefits.
- j. Letters, memoranda, and formal notes regarding violations of policy or acts of commission or omission relating to the duties of the employee.
- k. Information relating to any legal action involving the employee and the Agency.
- l. Fingerprint card.
- m. Information relating to driving record.
- n. Any other information related to the employee which is approved by the employee for inclusion.

17.2

No materials relating to the processing of grievances shall be kept in personnel files. These materials shall be kept in a grievance file.

DEROGATORY INFORMATION

17.3

Information of a derogatory nature or which may adversely affect the employee shall not be entered or filed in an employee's record unless the employee is given notice and an opportunity to review and comment thereon. An employee has the right to enter, and have attached to any such derogatory statement, his/her own comments. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction, if the employee's shift hours do not allow access during business hours.

17.4

Any material of a derogatory nature or which could possibly adversely affect the employee's well-being must be signed and dated by the originating person. Anonymous documents, letters or other materials shall not be filed.

17.5

An employee notified that material of a derogatory nature is going to be placed in his/her personnel record may request that the material be amended or not placed at all in his/her personnel record. Such a request shall be made in writing within ten (10) working days after notification, clearly setting forth the reasons for disagreement. The C.E.O., or designee, shall then conduct an investigation and issue a decision in writing to the employee to either make any corrections deemed necessary or to refuse to amend the record.

17.6

Material containing allegations determined to be untrue or determined not to be founded in fact shall not be included in an employee record.

17.7

After an employee is given notice that material of a derogatory nature is going to be placed in his/her personnel record and has been given an opportunity to review and comment thereon, the material becomes a part of the employee's personnel record.

INSPECTION OF FILES

17.8

Personnel files are maintained in the Administrative Office and each employee may examine his/her own personnel record file at a time when the employee is not required to render services to the Agency. Such inspection will take place in the office where the files are maintained, during normal business hours, and in the presence of the administrative officer who is responsible for maintaining the files. If an employee's shift hours do not allow access during business hours, the employee may inspect his/her file during the employee's shift with the permission of his/her supervisor in accordance with the above procedures. Employees shall have the right to authorize, in writing, a representative to examine their personnel file and obtain copies of items within the file at their own expense.

17.9

Access to personnel files by persons other than the employee or his/her authorized representative is restricted to supervisory personnel on a "need to know" basis and to persons having legal court orders.

ARTICLE 18

EVALUATIONS & PROBATIONARY PERIOD

18.1

Probationary bargaining unit members shall be evaluated at least once in the middle of his/her probationary period which shall be for six (6) months.

18.2

At any meeting to discuss an evaluation, the bargaining unit member is entitled to the right to representation if the bargaining unit member feels that the evaluation might lead to discipline. Such representative shall have the right to speak on behalf of the bargaining unit member on procedural matters only.

18.3

The signing of an evaluation by a bargaining unit member only means that the bargaining unit member has received a copy of the evaluation, not that the bargaining unit member agrees with the contents of the evaluation.

ARTICLE 19

LAYOFF AND RE-EMPLOYMENT

DEFINITION OF LAYOFF

19.1

Agency employees shall be subject to layoff for lack of work as a result of a bona fide reduction or elimination of service being performed by the Agency. Agency employees will be subject to layoff due to lack of funds upon the expiration of a specially funded program or when the Agency determines budgetary allocations.

19.2

As used in this article, "CSEA" means the Chapter President

19.3

Employees to be laid off shall be given written notice at least forty-five (45) days prior to the effective date, informing them of the layoff and of the displacement rights and re-employment rights as provided herein.

NOTIFICATION TO EXCLUSIVE REPRESENTATIVE

19.4

When a layoff of employees is anticipated by the Agency and at least 48 hours before any Board action on layoff is taken, the Agency shall notify CSEA in writing of the proposed action.

19.5

The Agency will provide CSEA with an updated seniority roster by date of hire in a probationary status upon notification of layoff.

19.6

Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of Agency employees. In any event, affected employees shall be given notice of layoff not less than forty-five (45) days prior to the effective date of layoff and will be informed of their displacement rights and re-employment rights as provided in this section.

VOLUNTARY REDUCTION

19.7

Layoff shall include any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee in order to avoid interruption of employment by layoff.

SENIORITY DETERMINATION OF LAYOFF

19.8

Employees shall be subject to layoff for lack of work or lack of funds. Whenever an employee is laid off the order of layoff within the classification shall be determined by length of service. The employee that has been employed the shortest time in the classification, plus any higher classes, shall be laid off first.

19.9

Re-employment shall be in reverse order of layoff.

19.10

For purposes of this section, paid status means compensation received for hours worked.

EQUAL SENIORITY

19.11

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

RETIREMENT IN LIEU OF LAY OFF

19.12

Notwithstanding any other provision of law, any person who is subject to being or was, in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees Retirement System, shall be placed on an appropriate re-employment list.

19.13

The Agency shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds.

19.14

If he/she is subsequently subject to re-employment and accepts in writing the appropriate vacant position, in accordance with this agreement, the Agency shall maintain the vacancy in accordance with provisions of this agreement until the Board of Administration of the Public Employees Retirement System has properly processed his/her request for reinstatement from retirement.

RE-EMPLOYMENT

19.15

Persons laid off because of lack of work or lack of funds are eligible for re-employment for a period of 39 months and shall be re-employed in preference to new applicants.

19.16

Employees laid off have a right to participate in promotional examinations within the Agency during the period of 39 months.

19.17

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoffs or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to 24 months for a total period of 63 months.

19.18

All employees subject to re-employment shall be required to meet any and all conditions of re-employment under which they qualified for appointment to the position.

19.19

Employees who are subject to layoff due to lack of work or lack of funds and who take voluntary demotions or voluntary reductions in assigned time in lieu of layoffs shall be, at the option of the employee, returned to a position in their former classification or to positions with increased assigned time, as vacancies become available, and in accordance with the provisions of this Agreement.

RE-EMPLOYMENT QUALIFICATIONS

19.20

When deemed necessary by the Agency, displaced drivers will be required to re-qualify through an examination with a neutral third party to be determined by the mutual agreement of the Agency and CSEA. If agreement cannot be reached, a request will be made to have the California Highway Patrol School Bus Officer retest displaced drivers. Drivers will be given up to 10 hours of remedial training to assist them in preparation for this examination. It is the intent of this re-qualification and re-examination to provide for the safety of students and to conform to 13 CAC Section 1229. The displaced driver will not be asked to qualify in a vehicle that they weren't qualified in upon layoff.

19.21

Drivers who fail to qualify in time for the annual assignment of routes will be considered as displaced employees and placed on the 39 month re-employment list. Placement on the 39 month re-employment list will begin on the effective date of the layoff.

RESPONSIBILITIES OF DISPLACED EMPLOYEES

19.22

It will be the responsibility of the displaced employee to keep current all licenses, special certificates, medical certificates and other requirements of law in order to remain qualified for employment and to remain on the re-employment list.

19.23

Displaced employees agree to provide at all times a current mailing address and telephone number so that they may be notified of position openings.

19.24

An employee on the 39 month list will be notified by mail of any openings for which they are qualified in accordance with the current collective bargaining agreement. The Agency will post notices within 24 hours after mailing to eligible, qualified employees notice of position openings.

AGENCY RESPONSIBILITY TO INFORM EMPLOYEES OF IN-SERVICE MEETINGS

19.25

The Agency agrees to provide notice of scheduled in-service meetings in order that employees may remain qualified for all licenses, special certificates and medical certificates required to remain qualified on the re-employment list.

ARTICLE 20

SUBSTANCE ABUSE TESTING AND NON-DISCRIMINATION

TESTING FOR SUBSTANCE ABUSE

20.1

The Agency will conform with Federal Drug Testing Guidelines.

NON-DISCRIMINATION

20.2

The Agency may adopt new policies and/or revise current policies to implement non-discrimination laws including the Americans with Disabilities Act (ADA), and take any appropriate action to comply with all such non-discrimination laws. And any such action shall not be subject to the grievance procedure but shall only be pursued through the appropriate state or federal agency.

ARTICLE 21

TRANSPORTATION

21.1

Each employee will be provided access to all laws and Agency procedures that relate to their employment. It shall be the employee's responsibility to keep their handbook updated with Agency provided revisions. Employees may purchase personal copies of CHP 82.7

ROUTE ASSIGNMENTS

21.2

Home-to-school routes are assigned by a process in which drivers and attendants select routes based upon qualifications and seniority. Seniority for purposes of route assignments shall be based upon employee's original hire date to a regular position within the Agency. When more than one bid has been made on a route, the employee with the oldest hire date will receive the assignment. When two or more employees are hired on the same date, seniority will be determined by their ranking during the selection process outlined in section 8.6.

21.2.1

A driver bidding a Flex Route understands that he/she will perform other assignments as needed by the Agency and will be paid for no less than the Flex Route bid hours.

The Agency shall determine the number of routes, and identify the routes to be designated Flex, taking into consideration, but not limited to, the following factors:

- **Route Hours** – Routes with low hours are desired to:
 - Minimize the time Office Staff is away from their primary tasks.
 - Move Bargaining Unit Member to routes that have greater hours.
- **Route Complexity** – Simpler routes present fewer challenges and more likely to run on-time with a driver less familiar with the route, such as a new substitute bus driver.
- **Route Yard Location** – Travel time for Office Staff must be considered.

21.2.2

To maintain their proficiency rating for the various types of buses and equipment operated by the Agency, bargaining unit members must complete a Proficiency Update Form and submit it to Dispatch at a minimum of every 20 months. Proficiencies will be considered expired if a Proficiency Update Form is not submitted within 20 months of the last Proficiency Update Form or the initial demonstration of proficiency, whichever is the most recent.

The bargaining unit member is responsible for maintaining proficiencies. Failure to maintain, or obtain proficiencies may effect a member's eligibility to bid on routes, or to be offered extra assignments.

Maintaining bus proficiencies that are between 12 and 20 months old may be done in lieu of No Work Available (NWA) or Voluntary Leave Early (VLE) on days the driver is short bid hours. Bargaining unit members may request to use an alternate bus on their route or trip in order to maintain proficiencies.

21.3

Routes for attendants will run as scheduled and will reflect bidding schedules. Attendants will work for their bid time minus pre-trip, post-trip and fueling.

21.4

Annual bidding of routes will occur during Annual In-Service. A readjustment bid will take place in September to take effect the first workday in October.

21.5

New bus routes established after the annual bid, or an existing route that increases route hours exceeding thirty (30) minutes or more per day for eight (8) or more consecutive workdays, excluding minimum / PLC days, will be posted for bid.

21.6

A decrease of thirty (30) minutes or more for eight (8) consecutive working days, excluding minimum / PLC days, will cause a "mini-bid" within five (5) workdays. "Mini-bid" is to be defined by the following examples:

- 21.6.1 Driver #5 loses 30 minutes of route time. It stays that way for 8 days. Driver is offered to cause mini-bid, chooses not to, keeps existing route and new hours are established. No further action required.
- 21.6.2 Driver #10 loses 30 minutes from their route. They are offered to take an existing route that is open, or cause a mini-bid. They choose the open route, no further action required. Their old route is handled as described in section 21.9.
- 21.6.3 Driver #15 loses 30 minutes from their route. They choose to cause mini-bid. They select route assigned to driver #20. Driver #20 takes driver #15's route. No further action required.
- 21.6.4 Driver #9 loses 30 minutes from their route. They choose to cause mini-bid and select driver #15's route. Driver #15 selects #25's route. #25 selects #48's route. This process continues until a vacant route is selected or they reach the lowest seniority driver who would get the only route available.

21.7

The 30 minute "mini bid" is not applicable between the Annual bid and the readjustment bid.

ROUTE BIDDING PROCEDURES

BIDDING

21.8

Five (5) workdays prior to actual bidding, the Agency shall grant access to completed cover sheets. The cover sheets will contain the following:

- Actual bid time run time
- Length of route (i.e. 10 months, etc.)
- Start date
- Projected end date
- Special qualifications (i.e. Flex, Snow, Wheel Chair, Park Out)
- The area and schools in which the route services
- The bus number

All drivers or attendants who will be absent from the bidding meeting shall submit five (5) or more choices in order of preference and submit them to the Dispatch office prior to the bidding meeting. The time and day of the meeting shall be posted in the Employee's Lounge five (5) days prior to the meeting. As seniority is called, Dispatch will post the route selected as they are bid. Once a bid is posted it is closed and it cannot be reopened.

21.9

Openings occurring after the completion of the annual bidding process because of resignation, transfer, and creation of new runs will be filled as follows:

21.10

Openings will be posted within five (5) days. Openings will be posted for five (5) working days.

21.11

A driver or attendant applying for the opening will notify the Dispatcher in writing prior to the designated deadline.

21.12

The bidding on routes which become available as a result of filling these openings will be limited to two additional biddings, after which will be filled by assignment as soon as practical as determined by the C.E.O.

21.13

During this bidding process, a driver or attendant may not bid on another route after successfully acquiring an open route.

21.14

Whenever additional runs are permanently assigned to home-to-school routes, those assignments will be assigned based on ability of the route to accommodate the additional time without exceeding 8 hours, practicality, and seniority.

POST BIDDING ROUTE PREPARATION

21.15

Drivers will thoroughly familiarize themselves with their routes prior to driving the route operationally. Pre-runs shall be done in a school bus. Unless otherwise directed, drivers will drive their routes according to schedule prior to the start of school. Additionally, special education route drivers may be directed to communicate their schedules with the parents or guardians of the students they will transport, prior to the start of school.

21.16

Drivers doing dry runs shall be paid at driver rate. Time paid at driver rate is limited to a maximum of the time assigned to the estimated bid route hours plus 45 minutes. Additional time must be approved by a supervisor.

ARTICLE 22

SPECIAL TRIP ASSIGNMENTS

22.1

The Dispatcher will be responsible for assignment of trips. The bargaining unit's designated representative will have access to all books and materials in order to monitor assignment of field trips.

22.2

Drivers must be listed by the Driver Trainer as being qualified for any particular type trip (snow, San Francisco, etc.)

22.3

All Trip Requests submitted on time, pursuant to the Agency's policy with its School District participants, will be numbered and assigned by day in the order they are received. Posting of field trips should be 2 to 4 weeks in advance. Assignment should not be earlier than one (1) month prior to the trip.

22.4

All trips will be assigned on a rotational basis. Three rotational lists will be established at the beginning of each year effective Agency In-Service. A trip is a driving assignment, other than home-to-school transportation and extra work bus shuttles, that is in excess of 90 minutes.

- a. Weekday: Any trip starting on a weekday, Monday through Friday, excluding holidays.
- b. Multi-day/Holiday/Weekend: Any trip starting on a holiday, Saturday, or Sunday or lasting more than one day. This includes "spot trips", where the party is taken to the destination and a bus returns one or more days later to bring the party back. If assigned driver becomes unavailable then the trip shall be assigned off the short notice rotation list.
- c. Short notice trips: Trips that result in less than 72 hours of rotation will be rotated off the short notice rotation list.
- d. Trips specified as one way trips will be assigned off of their respective rotation lists.
- e. Shuttles: A shuttle is a trip that has been made one-way based on Agency needs. Shuttles will be rotated among drivers available for shuttles based on miles, time, vicinity, and place in rotation. Drivers will not lose rotation on the weekday trip roster unless the shuttle results in paid status of ninety (90) minutes or more.
- f. A non-short notice trip will be assigned no less than four (4) working days prior to the day of the trip.

Drivers that wish to be included must sign up for the rotation lists at the annual Agency In-service each year. New employees may sign onto the rotation lists once the qualifications to perform Activity Trips are met.

22.5

All rotation lists shall be in seniority order by date of hire, with most senior drivers at the top and less senior at the bottom. The Agency will be responsible for keeping all lists current and available, and posting an updated recap monthly for all employees to view.

22.6

A driver may have his/her name removed from both rotation lists by submitting a written request to Dispatch. Such a driver will not return to the rotation lists until signing up at annual Agency In-Service.

22.7

Drivers assigned to Special Education and/or kindergarten routes will be deemed unavailable to take special trips from the weekday roster for the first three (3) weeks of the official Agency start each year.

22.8

Requests for specified drivers on trips may be honored to the limit of six "requests" per driver per year. Refusals and cancellations will not affect the 6 limit and position on regular rotation list. Multi-day/Holiday/Weekend/Short Notice trips will not be included in the request procedure. Driver requests are defined as trips where a driver is either requested by the school or agency. Drivers are charged with a trip if they accept the request.

22.9

It will be the responsibility of the driver to become qualified for all types of field trips. If a driver is not qualified for a field trip when his/her name comes up on the rotation lists, he/she may be charged for the trip if an appropriate bus for that trip is not available.

22.10

Drivers will be charged with a trip if:

- a. The driver accepts the trip.
- b. A driver rejects a trip.
- c. If a driver is not qualified.
- d. If a driver is not available.
Examples include, but are not limited to:
 - When driver already has a trip on that same day and time.
 - When driver is on vacation, sick or injured.
 - When driver does not have enough hours off since last assignment.
 - When driver is absent, unless the driver has a pre-approved absence, on the workday prior to the trip departure. The trip will be reassigned.

22.11

Drivers will not be charged with a trip if:

- a. The trip is cancelled.
- b. A driver is needed elsewhere by the Agency as determined by the C.E.O. or his /her designee.
- d. A driver is on authorized release time.

22.12

The driver will then be offered the next trip not yet offered for assignment.

22.13

A driver will be notified of the assignment by placement of the trip detail in their box. A driver that rejects four (4) trip assignments will be dropped from all lists for the balance of the school year. Dispatch shall contact park out drivers, who have signed up on the Short Notice rotation list, with new postings as they become available.

22.14

Specific procedures and qualifications for trip assignments can be found in the Special Trip Handbook. The Driver Handbook will be reviewed and updated annually with the Agency and CSEA.

22.15

Drivers whose weekday activity trip cancels after coverage has been established for the driver's regular route shall be assigned other work within classification not to exceed their regular bid hours. If the Agency determines there is no work available, the driver will be compensated based on their regular bid hours.

ARTICLE 23

EFFECT OF AGREEMENT

23.1

It is understood and agreed that the specific provisions contained in this contract shall supersede and cancel any past Agency practice or procedure and shall prevail over state law to the extent permitted by state law. In the absence of a specific provision of this contract, any past practice or procedure is hereby declared to be discretionary on the part of the Agency.

HOURLY SALARY SCHEDULE A
2022-23

JOB DESCRIPTION	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E
•* TRANSPORTATION AIDE	1	15.00	15.75	16.54	17.37	18.24
** UTILITY WORKER	2	20.54	21.57	22.66	23.78	24.96
ED PROGRAM/SPECIAL ED PROGRAM BUS AIDE	3	15.00	15.75	16.54	17.37	18.24
DAY TREATMENT PROGRAM & SPECIAL ED PROGRAM BUS AIDE & ASSISTANT	4	17.00	17.85	18.74	19.68	20.66
** BUS DRIVER	6	22.80	23.94	25.14	26.40	27.72
TRAINER	7	24.42	25.64	26.93	28.27	29.68

MONTHLY SALARY SCHEDULE B
12 Month Schedule
2022-23

JOB DESCRIPTION	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E
CLERK	1	2965	3113	3269	3433	3605
BUS DRIVER / CLERK	2	2606	2737	2873	3017	3168
BUS SERVICE WORKER	3	3730	3916	4112	4317	4533
* DISPATCHER ASSISTANT	4	4105	4310	4526	4752	4990
ASSISTANT MECHANIC	5	3791	3981	4180	4389	4608
MECHANIC	7	5691	5976	6275	6589	6918
***CLERK II	8	3346	3513	3689	3873	4067

SALARY SCHEDULE A HISTORY

Reflects a 4% increase effective 7/1/05, approved Special Meeting 24 August 2006 for all classifications except for Bus Driver
Reflects a 2% increase effective 7/1/05 approved Special Meeting 24 August 2006 for Bus Driver classification ONLY
Reflects a 4% increase effective 7/1/06, approved Special Meeting 24 August 2006 for all classifications except for Bus Driver
Reflects a 1.5% increase effective 7/1/06 approved Special Meeting 24 August 2006 for Bus Driver classification ONLY
Reflects a 3% increase effective 7/1/07 approved 24 April 2008
Reflects a 5% increase effective 4/14/14 approved Regular Board meeting 14 April 2014
Reflects a 7% increase effective 4/14/14 approved Regular Board meeting 14 April 2014
except Bus Driver and Utility Worker for Employee to pay PERS
Reflects a 6% increase effective 7/1/15 approved Regular Board meeting 16 June 2015
Utility Worker position additional 2%
Reflects the following effective 7/1/16 approved Regular Board meeting 22 September 2016
Driver position 4.5% at step E, reestablishes step A
2% between step A and step B, reestablishes 5% between steps B through E
Utility worker position 48.5%
All other positions 4.5%
Reflects a 6% increase effective 7/1/17 approved Regular Board meeting 22 June 2017
Reflects a 2% increase effective 7/1/18 approved Regular Board meeting 22 June 2017
Reflects a 3% increase effective 7/1/19 approved Regular Board meeting 27 September 2019
Reflects a 6.3% increase effective 7/1/21 approved Regular Board meeting 23 June 2021
Reflects the following increases, establishes 5% between steps effective 9/1/22 approved Regular Board meeting 21 September
2022
Range 1 and 3 were set to minimum wage
Range 2 and 6 were given a 20% increase
Range 4 was given a 6.25% increase
Range 7 was given a 18.25% increase

SALARY SCHEDULE B HISTORY

Reflects a 4% increase effective 7/1/05, approved Special Meeting 24 August 2006
Reflects a 4% increase effective 7/1/06, approved Special Meeting 24 August 2006
Reflects a 3% increase effective 7/1/07 approved 24 April 2008
Reflects a 5% increase effective 4/14/14 approved Regular Board meeting 14 April 2014
Reflects a 7% increase effective 4/14/14 approved Regular Board meeting 14 April 2014 for all Classes on Schedule B to pay their PERS
Effective 30 June 2014 all classifications on schedule B moved to 12 month Employees (11 month rate will be set as 12 month rate)
**Reflects job reclassification effective 7/1/14 approved Regular Board meeting 17 September 2014
Reflects a 6% increase effective 7/1/15 approved Regular Board meeting 16 June 2015
Reflects a 4.5% increase effective 7/1/16 approved Regular Board meeting 22 September 2016
Reflects a 6% increase effective 7/1/17 approved Regular Board meeting 22 June 2017
Reflects a 2% increase effective 7/1/18 approved Regular Board meeting 22 June 2017
Reflects a 7% increase for Mechanics only effective 7/1/19 approved Regular Board meeting 20 June 2019.
Change required by law to comply with minimum wage requirements.
Reflects a 3% increase effective 7/1/19 approved Regular Board meeting 27 September 2019
Reflects a 3% increase effective 7/1/21 approved Regular Board meeting 23 June 2021
Reflects the following increases, establishes 5% between steps effective 9/1/22 approved Regular Board meeting 21 September
2022
Range 1-2 - 6.5%
Range 3 - 18.25%
Range 4 - 20%
Range 5 & 7 - 6.25%
Range 8 - 9%
Accounting Technician removed from Bargaining Unit Effective 9/1/22

Daily Extra Work Sign-Up Sheet

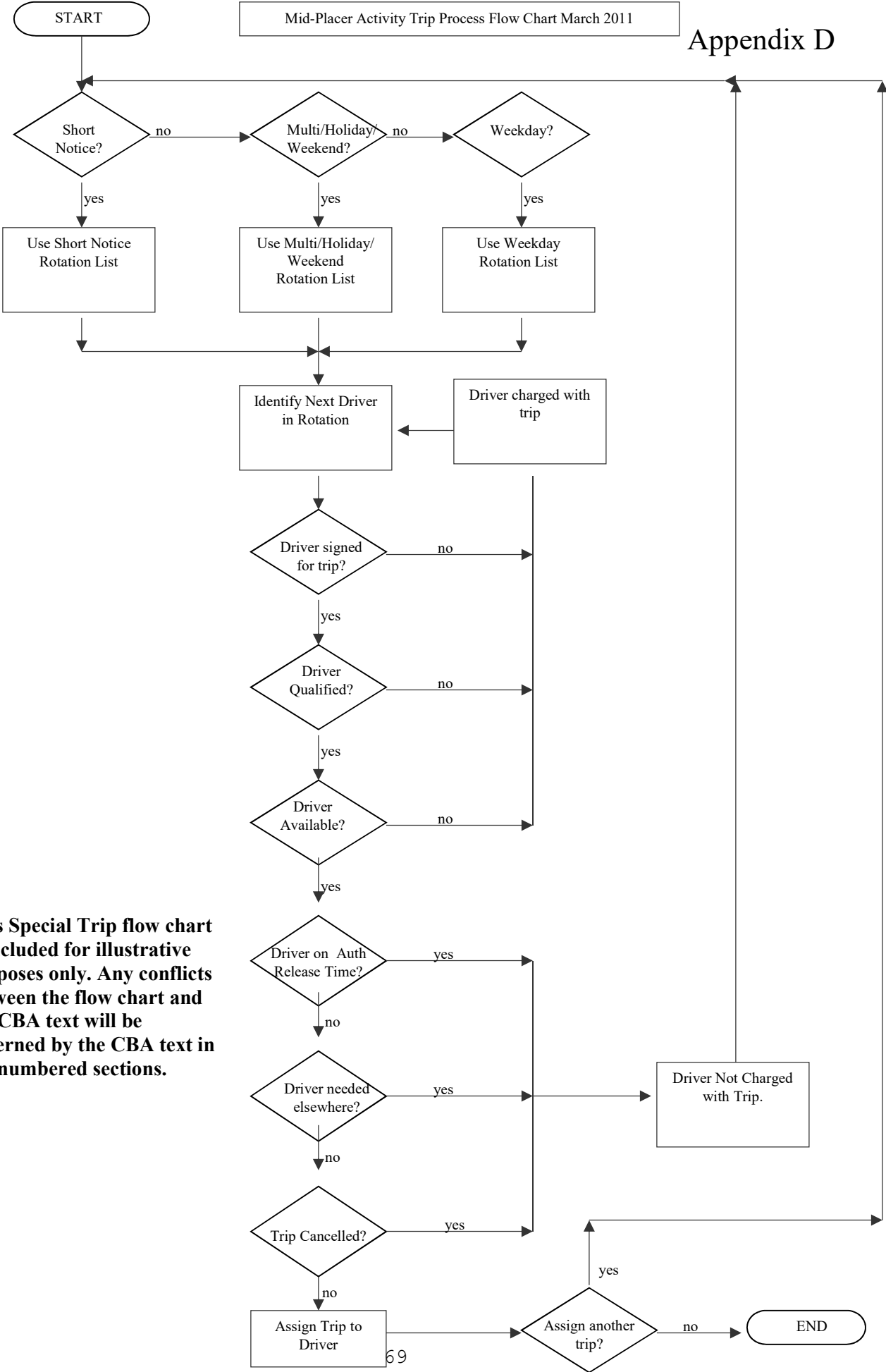
Mid-Placer Public Schools Transportation Agency

Date: _____

The following drivers agree to do extra work for the above date. They agree to not let the extra work extend their daily times beyond an eight-hour period without prior authorization.

Please print your name as well as your initials on the areas that you are willing to do extra work. Assignment will be based upon seniority as to 9.16 of the CBA

Name	Washing	Route (s)	Office	Shop	Act. Rt. Misc.



This Special Trip flow chart is included for illustrative purposes only. Any conflicts between the flow chart and the CBA text will be governed by the CBA text in the numbered sections.