



COLLECTIVE BARGAINING AGREEMENT

between

Bakersfield City School District

and

**California School Employees Association,
Chapter #48**

July 1, 2001, through June 30, 2004

**Board of Education
Bakersfield City School District**

Board

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Kenton A. Weir, Jr.President Pro Tem
Jerry C. TateClerk
Lillian TafoyaClerk Pro Tem
Karen A. DeWaltMember

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Donny Williams.....Chief Job Steward
Lauretta (Lyn) WilliamsJob Site Coordinator
Anna Brown Secretary
Claudia Tobey..... Treasurer
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PREAMBLE

This Agreement is made and entered into July 1, 2001, by and between the Bakersfield City School District, hereinafter referred to as the, "District," and the California School Employees Association and its Chapter #48, hereinafter referred to as, "CSEA."

The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for resolution of differences, and establish rates of pay and other terms and conditions of employment pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code, hereinafter referred to as, "Act," as in effect July 1, 2001.

Article 1: RECOGNITION

Acknowledgement

The District acknowledges that CSEA is the exclusive bargaining representative for all classified unit members in Units A, B and C as set forth in Appendix A. All newly created positions except those that lawfully are certificated, management, confidential or supervisory shall be assigned, as appropriate, to Unit A, B or C. The determination of management, confidential or supervisory employees shall be made by the District following consultation with CSEA. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution.

The bargaining unit(s) may be expanded to other classes or consolidated, as appropriate, by mutual agreement of the District and CSEA subject to the rules of PERB.

Article 2: DISTRICT RIGHTS

1
2 It is understood and agreed that the District retains all of its
3 powers and authority to direct, manage and control to the full extent of
4 the law. Included in but not limited to those duties and powers are the
5 exclusive right to: determine its organization; direct the work of its
6 employees; determine the times and hours of operation; determine
7 the kinds and levels of services to be provided, and the methods and
8 means of providing them; establish its educational policies, goals and
9 objectives; insure the rights and educational opportunities of students;
10 determine staffing patterns; determine the number and kinds of
11 personnel required; maintain the efficiency of District operations;
12 determine the curriculum; build, move or modify facilities; establish
13 budget procedures and determine budgetary allocation; determine the
14 methods of raising revenue; contract out work pursuant to applicable
15 law; and take action on any matter in the event of an emergency.

16 In addition, the Board retains the right to hire, classify, assign,
17 reassign, transfer, evaluate, promote, terminate and discipline
18 employees.

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

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Article 3: CSEA RIGHTS

3.1 Use of Buildings and Facilities

CSEA representatives and CSEA members with an appropriate reservation filed with the District shall have the right to use school buildings and facilities for CSEA activities. CSEA business and activities of unit members will be conducted outside the regular duty hours except: a) when an authorized CSEA representative secures advance permission from the Superintendent or designee; b) when CSEA activities do not interfere with the school program or duties of unit members; c) when CSEA activities do not interfere with the rights of unit members to refrain from listening to or speaking with CSEA representatives.

3.2 Notices

CSEA shall have the right to post notices with an appropriate CSEA identification, regarding activities and matters of CSEA concern on designated bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members. CSEA will not post or distribute information which is knowingly false or defamatory. Such postings shall be subject to immediate removal by management.

3.3 District Mail Service

CSEA may use the District mail service and mail boxes for communications to unit members. The District shall provide a mailbox at each building site for CSEA.

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1 The Superintendent will be provided a copy of all CSEA
2 material intended for general CSEA distribution.

3 **3.4 Access to Members**

4 CSEA shall have the right of access to members of the unit
5 subject to the following:

6 **1.** CSEA shall provide the District with the names of
7 representatives authorized to discuss CSEA business.

8 **2.** CSEA representatives shall secure a written authorization from
9 the Superintendent or designee to enter work sites of unit members.

10 **3.** CSEA representatives shall report to the principal or designee,
11 or department head or designee, upon initial entrance on site to
12 provide information on length, place and purpose of visit.

13 **4.** Access by CSEA representatives to unit members shall be
14 limited to before and after duty hours and to the lunch break.

15 **3.5 Professional Dues or Fees and Payroll Deductions**

16 **A.** Any unit member who is a member of the California School
17 Employees Association, Chapter #48 (CSEA), or who has applied for
18 membership, may sign and deliver to the District an assignment
19 authorizing deduction of unified member-ship dues, initiation fees and
20 general assessments in CSEA.

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1 Pursuant to such authorization, the District shall deduct one-
2 tenth (1/10) of such dues from the regular salary check of the unit
3 member each month for ten (10) months. Deductions for unit
4 members who sign such authorization after the commencement of the
5 school year shall be appropriately prorated to complete payments by
6 the end of the school year. Any unit member who is a member of
7 CSEA shall maintain such membership for the
8 duration of the Agreement.

9 **B.** Any unit member who is not a member of California School
10 Employees Association, Chapter #48 (CSEA), or who does not make
11 application for membership within thirty (30) days following ratification
12 between the parties, or within thirty (30) days from the date of
13 commencement of assigned duties within the bargaining unit for those
14 hired after ratification, shall become a member of CSEA or pay to
15 CSEA a fee in an amount equal to unified membership dues, initiation
16 fees and general assessments, payable to CSEA in one lump sum
17 cash payment in the same manner as required for the payment of
18 membership dues. In the event that a unit member shall not pay such
19 fee directly to CSEA, the District shall immediately begin automatic
20 payroll deduction as provided in Education Code Section 45061 and
21 in the same manner as set forth in Paragraph A of this Article. There
22 shall be no charge to CSEA for such mandatory agency fee
23 deduction.

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1 **1.** Any unit member who is a member of a religious body whose
2 traditional tenets or teachings include objections to joining or
3 financially supporting employee organizations shall not be required to
4 join or financially support the California School Employees
5 Association, Chapter #48 (CSEA); except that such unit member shall
6 pay, in lieu of a service fee, sums equal to such service fee to one of
7 the following non-religious, non-labor organizations, charitable funds
8 exempt from taxation under Section 501 C (3) of Title 26 of the
9 Internal Revenue Code:

10 **A.** American Heart Association;

11 **B.** American Cancer Society; or

12 **C.** United Way.

13 **2.** Proof of payment and a written statement of objection along with
14 verifiable evidence of membership in a religious body whose
15 traditional tenets or teachings object to joining or financially
16 supporting employee organizations, pursuant to Paragraph B (1)
17 above, shall be made on an annual basis to the District as a condition
18 of continued exemption from the provisions of Paragraphs A and B of
19 this Article. Payment shall be in the form of receipts and/or cancelled
20 checks indicating the amount paid, date of payments and to whom
21 payment in lieu of the service fee has been made. Such proof shall
22 be presented on or before (Same date as cash dues/fees) of each
23 school year. CSEA shall have the right of inspection in order to
24 review said proof of payment.

25 ///

1 **3.** CSEA agrees to follow the rules and regulations for agency fee
2 rebates as adopted by the Public Employment Relations Board
3 (PERB).

4 **C.** With respect to all sums deducted by the District pursuant to
5 Paragraphs A and B above, whether for membership dues or agency
6 fee, the District agrees promptly to remit such monies to CSEA
7 accompanied by an alphabetical list of unit members for whom such
8 deductions have been made, categorizing them as to membership or
9 non-membership in CSEA, and indicating any changes in personnel
10 from the list previously furnished.

11 **D.** CSEA agrees to furnish any information needed by the District to
12 fulfill the provisions of this Article.

13 **E.** The District and CSEA hereby agree as follows:

14 **1.** CSEA agrees to pay to the District all reasonable legal fees and
15 legal costs incurred by the District in defending against any court
16 actions and/or administrative action before the Public Employment
17 Relations Board (PERB) challenging the legality or constitutionality of
18 the Agency Fee provisions of this Agreement or implementation
19 thereof provided that CSEA shall have exclusive right to decide and
20 determine whether any such action shall be compromised, resisted,
21 defended, tried or appealed.

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1 **2.** CSEA shall indemnify and hold harmless the District, its officers,
2 agents and employees from any judgment or settlement liability
3 arising out of any court action and/or administrative action before the
4 Public Employment Relations Board (PERB) challenging the legality
5 or constitutionality of the Agency Fee provisions of this Agreement (or
6 their implementation) provided that CSEA shall have the exclusive
7 right to decide and determine whether any such action or proceeding
8 referred to shall be compromised, resisted, defended, tried or
9 appealed.

10 **3.6 Release Time for Chapter President**

11 The District will provide two (2) days of release time for the
12 chapter president in whole day blocks, for each week of the chapter
13 president's work year.

14 The designation of the release days shall be mutually
15 determined by the chapter president and the immediate supervisor.

16 Effective February 1, 2000, CSEA, Chapter #48, shall reimburse
17 the District for the actual costs including salary, medicare,
18 unemployment, workers compensation and retirement (currently SISC
19 Defined Benefit Plan) incurred by the District based on Step One (1)
20 of the salary schedule for the chapter president's particular
21 classification. The amount of the reimbursement shall be determined
22 annually by the District on or about July 1st. CSEA, Chapter #48, shall
23 reimburse the District in twelve (12) equal installments within ten days
24 of the end of each pay period.

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1 **3.6.1** Section 3.6 of the collective bargaining agreement shall
2 remain in effect only until such date that no other Bakersfield City
3 School District employee association has a collective bargaining
4 agreement in effect that specifically provides at last two days of
5 release time, each workweek, for the chapter president or other
6 designated unit member.

7 **Article 4: GRIEVANCE PROCEDURES**

8 **4.1** **Definitions**

9 **4.1.1** A “Grievance” shall mean an alleged violation,
10 misapplication or misinterpretation of a specific provision of this
11 Agreement that adversely affects the grievant. This grievance
12 procedure shall not be used to challenge or change
13 policies, regulations or procedures of the District which are
14 not included in this Agreement, nor shall the grievance
15 procedure be used for other matters for which specific methods
16 of review are provided by law, or District policies, rules or
17 regulations.

18 **4.1.2** A “Grievant” shall mean the Association or a unit
19 member covered by this Agreement filing a grievance.

20 **4.1.3** “Conferee” shall mean any CSEA representative
21 selected by the grievant to assist the unit member in presenting
22 and processing the claimant’s grievance.

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1 An immediate supervisor with whom a grievance is filed
2 may also choose a representative in processing grievances.

3 **4.1.4** “CSEA” shall mean the employee organization
4 recognized by the Board of Education as the exclusive
5 representative for the unit of employees covered by this
6 Agreement.

7 **4.1.5** “Days” shall mean any day on which the central
8 administrative offices of the District are open for business.

9 **4.1.6** “Immediate Supervisor” shall be the principal or
10 department head having immediate jurisdiction over the
11 grievance, and who has been designated by the
12 Superintendent to adjust grievances. The CSEA Chapter
13 President shall be notified in writing of any exceptions to this
14 definition.

15 **4.1.7** “District grievance form” shall mean a District-provided
16 form completed in writing, by the unit member within ten (10)
17 days of the occurrence or within ten (10) days of when the unit
18 member could reasonably have known of the occurrence, act or
19 omission giving rise to the grievance.

20 **4.2** **General Provisions**

21 **4.2.1** The filing of a grievance shall in no way interfere with
22 the right of the Board to proceed in carrying out its
23 management responsibilities subject to the final decision of the
24 grievance. In the event the alleged grievance involves an
25 order, requirement, or other directive, the grievant shall fulfill or

1 carry out such order, requirement or other directive, pending
2 the final decision of the grievance.

3 **4.2.2** Nothing contained herein will be construed as limiting
4 the right of any grievant to discuss a grievance informally with
5 his/her immediate supervisor, or to have the grievance adjusted
6 prior to Level III, without intervention of CSEA, provided that the
7 adjustment is not inconsistent with the terms of this Agreement.
8 Any proposed resolution at Levels I or II shall not be agreed
9 upon by the District until CSEA has been provided a copy, and
10 allowed an opportunity to respond.

11 **4.2.3** The filing of a grievance shall not reflect unfavorably
12 upon the grievant, or upon the supervisor with whom it may be
13 filed.

14 **4.2.4** The unit member and immediate supervisor shall have
15 the right to include in the grievance hearings such witnesses as
16 they deem necessary to develop facts pertinent to the
17 grievance. These names shall be made available to both
18 parties upon request. Such witnesses shall be in addition to
19 the conferee that either party may select.

20 **4.2.5** In case of multiple grievance claims on the same issue,
21 by mutual consent of the District and CSEA, one representative
22 grievance filed shall be selected by CSEA for hearing and the
23 decision rendered shall be applicable to all claims on the same
24 issue, arising from the same set of circumstances.

25 ///

1 By mutual agreement the time limits may be adjusted
2 for the implementation of this Section 4.2.5.

3 **4.2.6** A grievant shall have the right to have a CSEA
4 representative or other representative of his/her choice in a
5 conference with management at Levels I and II of the grievance
6 procedure.

7 **4.2.7** Time-off from duty will be granted for the processing of
8 grievances at Levels I, II and III for unit members who are
9 designated as CSEA representatives, subject to the following
10 conditions: A) By not later than thirty (30) days following the
11 signing of this Agreement, CSEA shall designate in writing to
12 the Superintendent or designee, the names of unit members
13 who are to receive the time-off. The number of such
14 representatives shall equal the number of job sites in the
15 District. Any changes in CSEA representatives during the term
16 of this contract shall be reported immediately to the
17 Superintendent or designee; B) At least eighteen (18) hours
18 prior to release from duties for grievance processing the
19 designated representative informs his/her immediate supervisor
20 in order that an adequate substitute may be obtained if such is
21 necessary; and C) That such time-off shall be limited to
22 representing a grievant in a conference with a management
23 person provided however, that at the discretion of the
24 immediate supervisor a CSEA representative may be given a
25 stipulated duration of time-off from duty for the purpose of

1 investigating a reported contract violation.

2 A reasonable number of representatives of an exclusive
3 representative shall have the right to receive reasonable
4 periods of release time without loss of compensation for the
5 processing of grievances.

6 **4.3 Informal Procedure**

7 CSEA and the District encourage unit members to meet with
8 the immediate supervisor to discuss a potential grievance, in an
9 attempt to resolve it informally. If the potential grievance is not
10 resolved in this informal procedure, the unit member may proceed to
11 Level I of the grievance procedure. It is understood that no grievance
12 exists until the written grievance is filed with the immediate
13 supervisor.

14 **4.4 Formal Procedure**

15 **Level I**

16 Within ten (10) days of the occurrence, or within ten (10) days
17 of when the unit member could reasonably have known of the
18 occurrence of the act or omission giving rise to the grievance, the
19 grievant must present his/her grievance in writing on District form to
20 the immediate supervisor.

21 The immediate supervisor shall communicate a decision to the
22 unit member in writing within ten (10) days after receiving the
23 grievance. If the administrator does not respond within the time limits,
24 the grievant may appeal to the next level. Failure by the grievant to
25 appeal a decision within the specific time limit shall be deemed an

1 acceptance of the decision.

2 Within the above time limits, either party may request a
3 personal conference to discuss the grievance. Either the grievant or
4 the immediate supervisor may have a conferee at such a conference.

5 **Level II**

6 If the grievant is not satisfied with the decision at Level I, the
7 unit member may within ten (10) days appeal the decision to the
8 Superintendent or designee. This written appeal statement shall
9 include a copy of the original grievance, the decisions rendered at
10 previous levels, and a clear, concise statement of the reasons for the
11 appeal. Failure by the grievant to appeal a decision within the specific
12 time limit shall be deemed an acceptance of the decision.

13 The Superintendent or designee shall communicate a decision
14 within ten (10) days. If the Superintendent or designee does not
15 respond within the time limits provided, the grievant may appeal to the
16 next level.

17 **Level III**

18 **A.** If the grievance is not satisfactorily adjusted at Level II, CSEA
19 may request in writing that the grievance be submitted to arbitration.
20 The request shall be made within ten (10) days after receipt of the
21 response at Level II or the failure of the District to respond within the
22 time limits. Failure by the grievant to appeal a decision within the
23 specific time limit shall be deemed an acceptance of the decision.

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1 **B.** The District and CSEA shall immediately attempt to select a
2 mutually acceptable arbitrator. If the parties are unable to agree on
3 an arbitrator within ten (10) days of the request for arbitration, a list of
4 seven (7) neutral arbitrators shall be requested from the State
5 Mediation and Conciliation Service.

6 **C.** The fees and expenses of the arbitrator and the hearing shall be
7 borne equally by the District and CSEA. All other expenses, including
8 witnesses and conferees, shall be borne by the party incurring
9 them.

10 **D.** If a question arises as to the arbitrability of a grievance, such
11 question shall first be resolved by the arbitrator prior to a hearing on
12 the merits of the grievance.

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

16 **F.** After a hearing and after both parties have had an opportunity to
17 make written arguments, the arbitrator shall submit, within thirty (30)
18 days to all parties the written findings and recommendations that
19 he/she has prepared. The decision of the arbitrator shall be binding
20 on all parties and shall be implemented promptly.

21 **Article 5: TRANSFER**

22 **5.1 Definition**

23 A transfer is defined as a change of job location (to another
24 school or department), but within the same position classification.

25 ///

1 **5.2 Criteria for Transfer**

2 The following criteria shall be used in consideration of transfer
3 requests:

4 **A.** The preference of the unit member.

5 **B.** The needs and efficient operation of the District.

6 **C.** The contribution the unit member can make in the new position.

7 **D.** The qualifications including the experience and recent training
8 of the unit member compared to those of other candidates for both the
9 position to be filled, and the position to be vacated.

10 **E.** The length of the service rendered to the District by the unit
11 member.

12 **F.** The recommendation of the immediate supervisor to whom the
13 unit member is currently responsible, and the immediate supervisor
14 where the vacancy exists.

15 **12551** Affirmative Action Goals of the District.

16 **5.3 Unit Member-Initiated Transfer Requests**

17 Any unit member covered by this Agreement may request a
18 transfer to any job location within the same position classification, and
19 subject to the following conditions:

20 **5.3.1** Every unit member shall have the opportunity to file a
21 request for a transfer in duplicate form at any time during the
22 fiscal year, with the unit member receiving the duplicate copy of
23 the transfer request after it is stamped and dated by Personnel
24 Services.

25 ///

1 **5.3.2** Properly filed transfer requests shall be valid for six (6)
2 months from the date submitted to the Department of Personnel
3 Services.

4 **5.3.3** The District shall keep complete and accurate records
5 of any valid requests for transfer.

6 **5.3.4** Any unit member denied a transfer shall upon written
7 request within ten (10) days of the denial be given a written
8 reason(s) for the denial by the District within ten (10) days after
9 receipt of such request.

10 **5.3.5** The District shall provide CSEA with transfer forms to
11 be distributed to site representatives.

12 **5.3.6** Personnel Services will advertise as necessary to
13 provide a sufficient number of applicants for District vacancies
14 to be filled during the current school year. All applications will
15 be void after June 30 unless applicants are otherwise notified
16 by the District.

17 **5.3.7** From time to time the District publicizes a “Job
18 Opportunity.” These notices shall be posted at the Education
19 Center, MOT and in all schools when such notices are sent out
20 during the time that school is in session. During the summer
21 break, “Job Opportunity,” notices shall be posted at the
22 Education Center and at MOT.

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1 **5.4 Employer-Initiated Transfers**

2 **5.4.1 Involuntary Transfer**

3 **5.4.1.1** A transfer may be made by the District at any time for
4 any of, but not limited to, the following reasons:

5 **A.** In order to balance the classified staff of the District by
6 considering factors, including, but not limited to, experience,
7 racial and ethnic backgrounds, sex and age.

8 **B.** A change of enrollment or workload necessitating transfer
9 of classified staff.

10 **5.4.1.2** A unit member shall upon his/her request be given a
11 written statement by the Assistant Superintendent of Personnel
12 or designee regarding reasons for the involuntary transfer.

13 **5.4.1.3** With the exception of reduction in force reassignments
14 and summer vacant positions a list of District vacant positions
15 within the individual's present position classification, will be
16 made available to each unit member being considered for an
17 involuntary transfer. A unit member may request the positions,
18 in order of preference, to which a transfer is desired.

19 **5.4.1.4** If a unit member is transferred administratively for
20 disciplinary purposes, the District shall follow due process
21 requirements as outlined in the Education Code.

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1 **5.5 Medical Transfer**

2 The District may temporarily assign alternate work, when the
3 same is available, to a permanent unit member who is deemed
4 medically unable by a licensed physician, to satisfactorily perform
5 his/her regular work class duties. The alternate work may constitute
6 promotion, demotion to a new or existing vacancy, or lateral transfer
7 to a related class. This may be done after consulting with the affected
8 unit member. The District shall be under no obligation to give
9 alternate work as described in this section.

10 **5.6 Appendices**

11 Certain Education Code sections are reproduced in an
12 Appendix to this contract. These are reproduced for informational
13 purposes only. They are not a part of the negotiated agreement, and
14 they are not subject to the grievance procedure of this Agreement.

15 **Article 6: DUTY HOURS**

16 **6.1 Workweek**

17 **6.1.1** The workweek for full-time unit members shall be forty
18 (40) hours rendered in units of eight (8) consecutive hours.

19 **6.1.2** The workweek shall consist of five (5) consecutive
20 workdays, generally Monday through Friday, for all unit
21 members rendering service averaging four (4) hours or more
22 per day during the week. The District may at its discretion
23 establish a workweek of five (5) consecutive workdays on other
24 than a Monday through Friday basis.

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1 Any change in the generally established workweek is
2 not limited to but will most readily be expected to apply to
3 certain classifications in Bargaining Unit A.

4 **6.1.3** The District retains the right to extend the regular work-
5 day or workweek when it is deemed necessary to carry out the
6 District's business.

7 **6.2 Workday**

8 The workday for all unit members shall be established by the
9 District in order to meet the District's educational goals and
10 objectives, and to function in an organized, efficient manner.

11 **6.3 Lunch Period**

12 A thirty (30) minute minimum to a sixty (60) minute maximum
13 non-compensated lunch period shall be provided to all unit members
14 who render service of at least six (6) consecutive hours.

15 The determination of the length of the lunch period will be made
16 by the principal or department head. If a unit member is regularly
17 assigned to more than one (1) site, the principal or department head
18 will designate the lunch period. Except as required for the
19 performance of work by Food Service unit members at or around the
20 normal lunch period of students and except for bus drivers who are on
21 a bus run, the lunch period for unit members shall occur after between
22 three (3) and five (5) hours of service.

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1 **6.4 Rest Period**

2 A fifteen (15) minute compensated rest period shall be provided
3 all unit members for each four (4) hour period of service. The rest
4 period herein described shall be taken at the discretion of the
5 immediate supervisor at or near the mid-point of each four (4) hour
6 period of service. It is recognized that the rest period for bus drivers
7 may need to be adjusted to allow for meeting bus schedules.

8 **6.5 Overtime**

9 **6.5.1** Overtime compensation shall be provided unit members
10 who are directed by their immediate supervisor to work in
11 excess of eight (8) hours in any one (1) day, or in excess of
12 forty (40) hours in any calendar week. The unit member shall
13 be compensated equal to time and one-half of the regular rate
14 of pay or the unit member shall receive compensatory time-off
15 at time and one-half of the number of hours worked qualifying
16 for overtime.

17 **6.5.2** For the purpose of computing the number of hours
18 worked, time during which a unit member is excused from work
19 because of holidays, sick leave, vacation, compensating time-
20 off, or other paid leave of absence shall be considered as time
21 worked by the unit member.

22 **6.5.3** Unit members directed and authorized by the immediate
23 supervisor and who provide service to the District for five (5)
24 consecutive workdays averaging four (4) hours or more per day
25 shall be compensated on the sixth (6th) and seventh (7th) work-

1 day following the commencement of the workweek at the rate of
2 time and one-half of the unit member's regular rate of pay.

3 **6.5.4** Unit members directed and authorized by the immediate
4 supervisor and who serve five (5) consecutive days averaging
5 less than four (4) hours per day shall be compensated on the
6 seventh (7th) workday at time and one-half of the unit member's
7 regular rate of pay.

8 **6.5.5** Unit members authorized to take compensatory time-off
9 in lieu of cash compensation for authorized overtime shall take
10 the compensatory time-off within twelve (12) calendar months
11 following the month the overtime service was rendered. (See
12 Section 19.7)

13 **6.6** **Minimum Call In Time**

14 Any unit member called in to work on a day when the unit
15 member is not scheduled to work shall receive a minimum of two (2)
16 hours pay at the appropriate rate of pay under this Agreement.

17 **6.7** **On Duty Standby Time**

18 All on duty standby time shall be considered as regular hours
19 worked and shall be compensated on a straight time or overtime basis
20 as are other hours worked under this Agreement. Standby time is the
21 time in which an employee must remain available when required by
22 the immediate supervisor.

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6.8 Call Back Time

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

6.9 Holidays

Bargaining unit members shall be entitled to paid holidays in accordance with state law, or as defined in the Education Code and identified in the school calendar.

LISTING OF HOLIDAYS

Independence Day	Lincoln Day
Labor Day	Washington Day
Veterans' Day	Good Friday
Thanksgiving Day	Admissions Day
and the following day	or designated alternative
Christmas Day and one additional	Memorial Day
designated day to be determined	
after survey	
New Year's Day	
Martin Luther King, Jr. Day	

The foregoing shall not prevent the District from exercising other options available through the Education Code, i.e., Education Code Section 45205.

This section represents the bargaining unit's entire interest in the school calendar.

Article 7: SAFETY CONDITIONS

Any abuse of school personnel, assault or battery upon school personnel or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by unit members to their immediate supervisor. Unit members shall complete reports required by the District relating to the violations described herein.

A unit member shall be responsible to the extent of his/her knowledge for submitting written recommendations to the District regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications, and other practices designed to insure compliance with applicable standards of the California Occupational Safety and Health Act.

Two (2) unit members may be designated by CSEA for representation on the District Safety Committee.

Article 8: DRUG & ALCOHOL TESTING PROGRAM

For purposes of this Article, any unit member subject to the provisions of the Omnibus Transportation Employee Testing Act of 1991 and BCSD Board Policy 500.47 shall be defined as a covered employee.

8.1 A covered employee who fails a required test shall not be paid for hours during which the employee is prohibited by law and District policy from performing a safety-sensitive function. Failure is defined as a verified positive result by a Medical Review Officer (MRO) for controlled substances and/or alcohol concentration greater than 0.02.

1 **8.2** If a covered employee produces a test result indicating an
2 alcohol concentration equal to or greater than 0.04, or a positive result
3 on a controlled substances test, that employee shall be transported to
4 his/her residence by the District.

5 **8.3** The costs of any testing requested by the covered employee
6 and any treatment and/or rehabilitation program prescribed by the
7 Substance Abuse Professional (SAP) shall be borne by the covered
8 employee. The covered employee may utilize the benefit component
9 of the District-provided Employee Assistance Plan (EAP) if applicable.

10 **Article 9: LEAVE PROVISIONS**

11 **9.1** Requests to be absent from duty for an extended period of time
12 shall be submitted in writing to the principal or department head by
13 the unit member.

14 **9.2 Personal Illness and Injury Leave**

15 **9.2.1** Full-time unit members shall be entitled to one (1) day
16 leave with full pay for each month worked (ten (10) days for ten-
17 month unit members and twelve (12) days for twelve-month unit
18 members) for purposes of personal illness or injury.

19 Unit members who work less than full-time shall be
20 entitled to that portion of the leave as the number of hours per
21 week of schedule duty relates to the number of hours for a full-
22 time unit member in a comparable position.

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1 **9.2.2 Provisions Effective at End of Current Sick Leave**

2 The provisions of Education Code Section 45196 become
3 effective at the end of the unit member's sick leave of ten (10)
4 or twelve (12) days, whichever is applicable, and after all
5 accumulated vacation time has been used. The accumulated
6 sick leave and industrial accident leave is included within the
7 five (5) month period and the unit member shall be paid for
8 such accumulated sick leave and industrial accident leave at
9 full pay before the differential specified in Section 45196
10 applies. The salary payable for the time during which the
11 classified service unit member is absent would be as follows:

12 **At Full Salary**

13 Ten (10) or twelve (12) days of current annual sick leave or
14 such longer time as the Board has specified under Section
15 45191.

16 **At Full Salary**

17 Industrial Accident Leave if qualified.

18 **At Full Salary**

19 All accumulated sick leave and accumulated vacation time at
20 salary provided in Section 45195.

21 **At Difference Salary**

22 As provided in Section 45196, for a period of five (5) calendar
23 months, the difference between his/her salary and that actually
24 paid a substitute.

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1 The five (5) month salary is paid, in accordance with the law in
2 Section 45196, less the number of days of accumulated sick
3 leave and industrial accident leave paid at full salary.

4 **9.2.3** If a unit member does not utilize the full amount of leave
5 as authorized in 9.2.1 above, in any school year, the amount
6 not utilized shall be accumulated from year to year.

7 **9.2.3.1** The interruption of service for a period of thirty-nine
8 (39) months shall void the accumulated sick leave unless the
9 unit member is returning under the provisions of Education
10 Code Section 44931 (military leave). Leaves of absence shall
11 not be construed to mean an interruption of service within the
12 meaning of this section.

13 **9.2.3.2 Transfer of Accumulated or Unused Sick Leave**

14 Requests for transfer of accumulated or unused sick
15 leave for illness or injury from another school district shall be in
16 accordance with regulations set forth in Education Code
17 Sections 44979 and 45202.

18 **9.2.3.3** Twelve-month unit members who become ill or
19 disabled while on vacation may use accumulated sick leave
20 upon presentation of a certificate from a licensed physician or
21 practitioner.

22 **9.2.3.4** The District shall provide, at a date selected by the
23 District, a yearly notification of sick leave entitlement for each
24 bargaining unit member.

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1 **9.2.4 Approved Reasons for Deductions from**
2 **Accumulated Sick Leave -- Illness of Self**

3 Sick leave claims shall be verified by the unit member to
4 the principal or department head. Upon request by District
5 management, a unit member shall be required to verify and/or
6 present a medical doctor's or practitioner's certificate, at District
7 expense, verifying the personal illness or injury and/or medical
8 authorization to return to work. If a medical doctor's or
9 practitioner's certification is required, the District shall bear the
10 cost of this certification that is in excess of the unit member's
11 health insurance coverage. The District may make all necessary
12 inquiries in order to be fully informed as to the nature and
13 severity of the illness or injury, and to report such findings to the
14 Superintendent or designee. If the report concludes that the
15 absence is not due to personal illness or injury, or that the illness
16 is not sufficiently severe to warrant continued absence, then the
17 Superintendent or designee, after notice to the unit member,
18 may refuse to grant such leave.

19 If requested by the District management, a unit
20 member shall not return to work until he/she submits a
21 medical doctor's or practitioner's authorization to return to
22 work. Absences extending beyond twenty (20) days shall
23 have an anticipated return date established in writing, which
24 may be amended from time-to-time by the unit member or a
25 duly-licensed physician or practitioner.

1 **9.2.5** Unit members shall give reasonable notice to their
2 immediate supervisor when there is a need to be absent.
3 Reasonable notice shall be construed to be at least one (1)
4 hour prior to the time they are scheduled to report for duty.
5 Exceptions to this will be untimely or emergency health
6 conditions. Failure to provide reasonable notice as set forth in
7 this article may, at the discretion of the District, be grounds for
8 denial of leave with pay.

9 **9.2.6** A unit member who is absent from duty for less than a
10 full day shall have deducted from the accumulated leave
11 increments of one-half (1/2) hour.

12 **9.3** **Personal Necessity Leave**

13 **9.3.1** Leave that is credited under 9.2.1 of this article may be
14 used, at the unit member's election, for purposes of personal
15 necessity; provided that use of such necessity leave does not
16 exceed seven (7) days in any school year.

17 **9.3.2** For purposes of this provision personal necessity shall
18 be limited to: A) death or serious illness of a member of the
19 unit member's immediate family; B) an accident which is
20 unforeseen involving the unit member's person or property, or
21 the person or property of a unit member's immediate family; C)
22 or other personal necessities which are allowed at the
23 discretion of the Superintendent or designee, provided that
24 under no circumstances shall leave be available for purposes of
25 personal convenience or for the extension of a holiday or a

1 vacation period or for matters which can be taken care of
2 outside the work hours, or for recreational activities. *Personal*
3 *Necessity Leave IS deducted from sick leave.*

4 **9.3.3** Before the utilization of personal necessity leave a unit
5 member must obtain prior written approval from the appropriate
6 management person, except for cases of “A” and “B” in Section
7 9.3.2 above. Should the circumstances outlined in “A” and “B”
8 arise, the unit member shall make every effort to comply with
9 District procedures to enable the District to secure a substitute.

10 **9.4** **Bereavement Leave**

11 **9.4.1** A unit member shall be entitled to a maximum of five (5)
12 days leave of absence without loss of salary on account of the
13 death of any member of the unit member’s immediate family.
14 This absence shall be in addition to sick leave allowance,
15 Section 9.2.1.

16 **9.4.2** For purposes of this provision an immediate family
17 member shall be limited to legally established:

- 18 mother,
- 19 father,
- 20 grandmother,
- 21 grandfather,
- 22 or grandchild of the unit member
- 23 or of the spouse of the unit member,

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1 and the spouse, son, son-in-law, daughter, daughter-in-law,
2 brother or sister of the unit member, “step” relations of the
3 above, or any relative living in the immediate household of the
4 unit member.

5 **9.4.3** Absence without loss of salary is allowed for three (3)
6 days upon the death of a relative other than those named in the
7 preceding paragraph or upon the death of a close friend. This
8 absence shall not be in addition to the annual days allowed for
9 sick leave and will be deducted from allowable accumulated
10 sick leave.

11 **9.4.4** The District shall require the use of Bereavement Leave
12 before Personal Necessity Leave days are used for purposes
13 allowed in this paragraph.

14 **9.5** **Leave for Pregnancy Disability**

15 **9.5.1** Unit members are entitled to use sick leave as set forth
16 in 9.2.1 and 9.2.2 for disabilities caused or contributed to by
17 pregnancy, miscarriage, childbirth or recovery therefrom on the
18 same terms and conditions governing leaves of absence from
19 other illness or medical disability. Such leave shall not be used
20 for child care, child rearing, or preparation for child bearing, but
21 shall be limited to those disabilities as set forth above.

22 The length of such disability leave, including the date on
23 which the leave shall commence and the date on which the
24 duties are to be resumed, shall be determined by the unit
25 member and the unit member’s physician.

1 The District management may require a verification of
2 the extent of disability or a physical examination of the unit
3 member by a physician appointed by the District.

4 **9.5.2** Unit members are entitled to leave without pay for
5 disabilities because of pregnancy, miscarriage, childbirth, or
6 recovery therefrom when sick leave as set forth in 9.2.1 and
7 9.2.2 has been exhausted. The date on which the unit member
8 shall resume duties shall be determined by the unit member on
9 leave and the unit member's physician; however, the District
10 management may require a verification of the extent of
11 disability through a physical examination of the unit member by
12 a physician appointed by the District.

13 **9.5.3** The unit member on leave for pregnancy disability shall
14 be entitled to return to a position comparable to that held at the
15 time the leave commenced.

16 **9.6** **Leave Without Pay for Child Bearing Preparation and Child Rearing**

17 **9.6.1** Leave without pay or other benefits may be granted to a
18 unit member for preparation for child bearing and for child
19 rearing.

20 **9.6.2** The unit member shall request such leave as soon as
21 practicable, but under no circumstances less than ten (10)
22 work- days prior to the date on which the leave is to begin.
23 Such request shall be in writing and shall include a statement
24 as to the dates the unit member wishes to begin and end the
25 leave without pay.

1 **9.6.3** The determination as to the date on which the leave
2 shall begin and the duration of such leave shall be made at the
3 discretion of the Superintendent when considering the
4 scheduling and replacement problems of the District.

5 **9.6.4** The duration of such leave shall consist of no more than
6 twelve (12) consecutive months and shall automatically
7 terminate on June 30 in the school year in which such leave is
8 granted.

9 **9.6.5** The unit member is not entitled to the use of any
10 accrued sick leave or other paid leave while such unit member
11 is on child bearing preparation leave or leave for child rearing,
12 whether or not the illness or disability is related to a pregnancy,
13 miscarriage, childbirth, or recovery therefrom.

14 **9.6.6** There shall not be a diminution of employment status
15 for child bearing or child rearing except that no person shall be
16 entitled to compensation, increment, or the accrual of seniority
17 for layoff or reduction in force purposes, nor shall the time taken
18 on parental leave count toward credit for probationary unit
19 members in earning tenure status.

20 **9.6.7** If a unit member is on leave for child bearing or child
21 rearing and in the event of a miscarriage or death of a child
22 subsequent to childbirth, the unit member may request an
23 immediate assignment to a unit position. If there is a vacancy
24 for which a unit member is qualified, the District will assign the
25 unit member to a position as soon as practicable.

1 **9.7 Industrial Accident Leave**

2 **9.7.1** Unit members who have been employed by the District
3 for two (2) years, or longer, will be entitled to industrial accident
4 leave according to the provision in Education Code Section
5 45192 for personal injury which has qualified for worker's
6 compensation under the provisions of the Worker's
7 Compensation laws of this state.

8 **9.7.2** Such leave shall not exceed sixty (60) days during
9 which the schools of the District are required to be in session or
10 when the unit member would otherwise have been performing
11 work for the District in any one (1) fiscal year for the same
12 industrial accident.

13 **9.7.3** The District has the right to have the unit member
14 examined by a physician designated by the District to assist in
15 determining the length of time during which the unit member will
16 be temporarily unable to perform assigned duties and the
17 degree to which a disability is attributable to the injury involved.

18 **9.7.4** For any days of absence from duty as a result of the
19 same industrial accident, the unit member shall endorse to the
20 District any wage loss benefit check from the State
21 Compensation Insurance Carrier which would make the total
22 compensation from both sources exceed the one hundred
23 percent (100%) of the amount the unit member would have
24 received as salary had there been no industrial accident or
25 illness.

1 If the unit member fails to endorse to the District any
2 wage loss disability indemnity check received on account of the
3 industrial accident or illness as provided above, the District
4 shall deduct from the unit member's salary warrant, the amount
5 of such disability indemnity actually paid to and retained by the
6 unit member.

7 **9.7.5 Industrial Leave Not Deducted From Sick Leave**

8 Days of absence under industrial accident leave shall
9 not be deducted from the unit member's sick leave
10 accumulations but the amount of industrial accident leave shall
11 be reduced by one (1) day for each day of such authorized
12 absence from duty regardless of a compensation award.

13 **9.7.6 Industrial Leave in Two (2) Fiscal Years**

14 If an industrial accident absence beginning in one (1)
15 fiscal year extends into the next fiscal year, the unit member
16 shall be entitled in the new fiscal year for the same accident or
17 illness only the amount of unused industrial accident leave
18 remaining at the end of the fiscal year in which the industrial
19 accident occurred.

20 **9.7.7 Industrial Leave Not Accumulative**

21 Allowable industrial accident leave shall not be
22 accumulated from year to year.

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1 **9.7.8 Travel Limitations**

2 In order to be eligible for industrial accident leave the
3 unit member while absent from duty with the District shall
4 remain within the State of California unless prior approval is
5 granted by the Board to travel outside the state.

6 **9.7.9 Failure to Accept Assignment Following Leave**

7 A unit member who is eligible for re-employment and
8 has been medically released for return to duty, but fails to
9 accept an appropriate assignment (in the employee's
10 classification) shall be terminated.

11 **9.7.10 Re-Employment List**

12 When all available leaves of absence, paid or unpaid,
13 have been exhausted and the unit member is not medically
14 able to assume the duties of his/her position, he/she shall be
15 placed on a re-employment list for a period of thirty-nine (39)
16 months.

17 **9.8 Judicial Leave**

18 **9.8.1** Unit members will be provided leave for regularly called
19 jury duty and to appear as a witness in court, other than as a
20 litigant, for reasons not brought about through the misconduct
21 of the unit member. The unit member shall notify the principal
22 or department head as soon as the unit member is notified of
23 the call to jury duty, prior to the beginning date of the leave
24 or as a witness.

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1 **9.8.2** The unit member, while serving jury duty, will receive
2 pay in the amount of his/her regular earnings. The unit member
3 shall have two (2) pay periods to return the earnings from jury
4 duty, excluding mileage and parking allowance. If the unit
5 member does not return the jury duty earnings to the District
6 within two (2) pay periods, the District shall deduct the jury duty
7 earnings from the third pay period warrant.

8 **9.8.3** When a unit member other than the plaintiff is
9 necessarily absent because of his/her appearance in court in
10 response to a subpoena duly served, the amount deducted
11 from the salary due him/her on account of such absence shall
12 not exceed the sum which he/she receives because of the
13 subpoena. The unit member shall have two (2) pay periods to
14 return the earnings from appearance in court in response to a
15 subpoena duly served, excluding mileage and parking
16 allowance. If the unit member does not return the court
17 earnings to the District within two (2) pay periods, the District
18 shall deduct the court appearance earnings from the third pay
19 period warrant. In Sections 9.8.2 and 9.8.3 references are
20 made to “two (2) pay periods” and “the third pay period.” The
21 first pay period in these references is the pay period in which
22 the absence occurred.

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1 **9.9 Absence for Personal Leave**

2 Unit members are eligible for three (3) days personal
3 leave which shall not be chargeable to sick leave. Substitute
4 pay shall be deducted from the unit member’s salary for time
5 granted. The purpose for requesting personal leave shall be at
6 the discretion of the unit member. Leaves shall be requested
7 on the “Request To Be Absent” form. Only under extreme
8 circumstances will requests be granted during the first and last
9 week of school.

10 All unit members with a fixed rate for substitutes as
11 established in the Salary Schedule will have that amount
12 deducted.

13 **9.10 Absence for Personal Reasons**

14 Requests to be absent for personal reasons which are
15 deemed to be necessary shall be made to the principal or
16 department head, who shall refer the request on a “Request To
17 Be Absent” form to General Services, who may approve or
18 deny the request if the absence is for ten (10) days or less; if
19 the requested absence is in excess of ten (10) days, it shall be
20 presented by Personnel Services to the Board of Education for
21 such action as the Board may desire to take. *Absences for*
22 *personal reasons shall be without salary.*

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1 **9.11 Illness in Family**

2 Pursuant to Sections 9.2.1 and 9.2.3, but exclusive of
3 9.2.2 and any other provisions of Article 9, Personal Illness and
4 Injury leave may be utilized for the illness of husband, wife,
5 child, mother, father, father-in-law, mother-in-law, brother or
6 sister, as well as a grandchild or step-relations of relatives listed
7 above when residing in unit member's home.

8 In each fiscal year, such leave for illness in the family is
9 limited to a combination of the amount of remaining, unused
10 leave, if any, pursuant to Section 9.2.1 and the amount of
11 accumulated leave, if any, pursuant to Section 9.2.3 but shall
12 not exceed thirty (30) days. *Verification of illness and residency*
13 *may be required.*

14 **9.12 Other Leave Provisions**

15 **9.12.1** Upon recommendation of the Superintendent and
16 approval by the Board of Education, leave without
17 compensation, increment, seniority or tenure credit, may be
18 granted for a period of one (1) school year for the following
19 purposes: peace corps, care for a member of the immediate
20 family who is ill, long-term illness of the unit member, service in
21 an elected public office, professional study or research, or for
22 any other reason acceptable to the Board of Education.

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1 **9.12.2** A leave of absence may be granted for less than but
2 not more than one (1) calendar year. However, a leave of
3 absence may be extended for good reason to cover a total time
4 of two (2) calendar years.

5 **9.12.3 Expiration of a Leave of Absence**

6 Upon the expiration of a leave of absence for illness,
7 the unit member will be permitted to return to a position which is
8 the same as or similar to the one held when the leave was
9 granted provided that the notice of intent to return is made in
10 writing at least ten (10) working days in advance of the
11 expiration date.

12 **9.12.4** Failure to report for duty at the expiration of a leave of
13 absence shall be considered sufficient cause for dismissal.

14 **9.12.5 Medical Benefits During Leave**

15 Health and welfare benefits for employees on approved paid
16 leaves of absence from the District shall be provided at District
17 expense. A medical statement may be required of the
18 employee by the District. Employees on unpaid leaves of
19 absence may promptly remit the monthly premiums for the
20 health and welfare benefit package as long as the carrier
21 permits this practice.

22 **9.12.6 Procedure for Reporting Absences**

23 **A.** All unit members should be notified by the principal or
24 department head of the procedures to be utilized for reporting
25 that a unit member will be absent from duty.

1 **B.** The principal or department head should be notified of
2 intended absence at least one (1) hour prior to the time the unit
3 member is scheduled to report for duty, and if possible, the
4 approximate length of absence.

5 **C.** The unit member shall notify the principal or department
6 head of intended return, following an absence, at least one (1)
7 hour prior to the time the unit member is scheduled to report for
8 duty; whenever possible, the unit member should notify the
9 principal or department head of intended absence or return
10 from absence the day previous to absence or return from
11 absence.

12 **D.** In the event that the absent unit member does not notify
13 the principal or department head of intended return to work at
14 least one (1) hour prior to the time the unit member is
15 scheduled to report for duty and the principal or department
16 head has determined the need for a substitute and the
17 substitute reports for services, the substitute may remain at the
18 sole discretion of the District, and the unit member may lose
19 one (1) day's pay. Such loss shall not be automatic, but will be
20 determined by the District after consideration of any
21 extenuating circumstances that may have made unfeasible the
22 notification ("at least one (1) hour prior") required in "C" above.

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1 **E.** The term “substitute” as used in this section shall refer to
2 a person hired to perform the duties of a position in the
3 absence of the employee who is regularly assigned to that
4 position. Such usage shall be consistent with the use of the
5 term in Education Code Section 45103.

6 **9.12.7 Leave of Absence -- No Break In Service**

7 Periods of leave of absence, paid or unpaid, shall not
8 be considered a break in service of the unit member.

9 **9.12.8** The application for and granting of such leaves of
10 absence shall be in writing. In addition, a unit member on
11 such leave shall notify the District Personnel Officer by March
12 1 of the school year as to an intent to return to employment in
13 the District.

14 Failure to so notify may be considered an
15 abandonment of position. Such decision is at the sole
16 discretion of the District.

17 **9.13 Military Leave**

18 Unit members ordered to military service shall be
19 entitled to all rights and privileges provided by law. This
20 provision is for benefits to be payable after completion of one
21 (1) year of service. Upon return from military leave, the
22 District shall require evidence of honorable discharge or
23 release, or other suitable evidence under which military
24 service was terminated.

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1 **9.14 Vacation Time**

2 **9.14.1** All full-time eight-hour day, twelve-month unit
3 members shall earn paid vacation time from the beginning
4 date of employment per the following schedule.

5 **BCSD EMPLOYMENT DURATION**

6 1 through 48 months: 12.5 Days Per Year 7 (Monthly Accumulative Rate - 8 Hours, 30 Min.) 8 49 through 108 months: 15 Days Per Year 9 (Monthly Accumulative Rate -10 Hours) 10 109 through 168 months: 20 Days Per Year 11 (Monthly Accumulative Rate -13 Hours, 30 Min.) 12 169 Months and Thereafter: 24 Days Per Year 13 (Monthly Accumulative Rate -16 Hours)

14 **9.14.1.1** This schedule applies to full-time twelve-month
15 employees. Employees working less than eight (8) hours per
16 day and twelve (12) months per year shall earn vacation on a
17 pro-rata basis. A partial month consisting of one-half (1/2) or
18 more of the working days shall be credited with one (1) month.

19 **9.14.2** Pay for vacation days shall be the same as the
20 employee would have received had the employee been in the
21 normally assigned work shift, excluding any overtime.

22 **9.14.2.1** Upon separation from service, employees shall be
23 entitled to lump-sum compensation for all earned and unused
24 vacation time.

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1 **9.14.3** To avoid disruption of the operation of the department
2 or school to which the employee is assigned, less than twelve-
3 month employees shall utilize vacation at the winter and spring
4 recess.

5 At the discretion of the District and with a ten-day
6 notification, vacation will also be utilized on school staff
7 development days on which students are not present. The
8 days earned by less than twelve-month employees above the
9 amount used at winter and spring recess and school staff
10 development days shall be scheduled by mutual consent of the
11 employee and supervisor sometime during the school year.

12 **9.14.3.1** If an employee's vacation is scheduled to begin when
13 the employee is out on leave due to doctor-verified illness or
14 injury, the employee may request a change in vacation
15 schedule.

16 **9.14.3.2** To avoid disruption of the operation of the
17 department to which the twelve-month employee is assigned,
18 the employer shall grant the vacation request at a time mutually
19 acceptable to the immediate supervisor and the employee.

20 **9.14.3.3.1** Holidays which occur during the employee's
21 vacation shall not be charged as vacation days.

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1 **9.14.3.4 Deductions for Unearned Vacation Time**

2 A classified service unit member may exceed
3 accumulated vacation time to the extent earned in the
4 subsequent month. Any amount in excess of this shall be
5 deducted as “own” time.

6 **9.14.3.5** An employee shall utilize, or lose, accumulated
7 vacation time prior to the end of the calendar year following the
8 calendar year in which it was earned, except as noted below:

9 **9.14.3.5.1** If an employee has requested to utilize vacation
10 and such request has been denied on more than two (2)
11 separate occasions in any one (1) school year, the District shall
12 be obligated to pay the employee for earned and unused
13 vacation at the end of the school year.

14 It is understood that no employee shall request to
15 utilize vacation during the first week of school, last week of
16 school, or during the California Achievement Testing (CAT)
17 periods.

18 **9.14.3.5.2** If, for any reason, an employee is required to
19 shorten a previously scheduled vacation, and failure to take the
20 vacation would cause the employee to lose accumulated
21 vacation time pursuant to paragraph 9.14.3.5 above, the
22 employer shall pay the employee for the amount of vacation
23 which could not be carried over to the next fiscal year.

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1 **9.14.4** A permanent employee may be permitted to interrupt or
2 terminate vacation in order to begin another type of paid leave
3 provided by this Agreement without return to active service,
4 provided the employee supplies notice and supporting
5 information regarding the basis for such interruption or
6 termination consistent with 9.14.3.1.

7 **9.15 Family Care and Medical Leave**

8 Pursuant to State and Federal law, the District will provide
9 family and medical care leave for eligible employees. The following
10 provisions set forth unit members' rights and obligations with respect
11 to such leave. Rights and obligations which are not specifically set
12 forth below are set forth in the Department of Labor regulations
13 implementing the Federal Family and Medical Leave Act of 1993
14 ("FMLA"), and the regulations of the California Fair Employment and
15 Housing Commission implementing the California Family Rights Act
16 ("CFRA") (Government Code 12945.2). Unless otherwise provided by
17 this article, "Leave" under this article shall mean leave pursuant to the
18 FMLA and CFRA.

19 **9.15.1 Members Eligible for Leave**

20 A member is eligible for leave if the member:

- 21 a) Has been employed for at least twelve months; and
22 b) Has been employed for at least 1,250 hours during the
23 twelve-month period immediately preceding the commencement
24 of the leave.

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1 **9.15.2 Reasons for Leave**

2 Leave is only permitted for the following reasons:

- 3 **a)** The birth of a child or to care for a newborn of a member;
- 4 **b)** The placement of a child with a member in connection with
- 5 the adoption or foster care of a child;
- 6 **c)** Leave to care for a child, parent, or a spouse who has a
- 7 serious health condition; or
- 8 **d)** Leave because of a serious health condition that makes the
- 9 unit member unable to perform the functions of his/her position.

10 A “serious health condition” includes an illness, injury

11 impairment, or physical or mental condition that involves:

- 12 **1)** Any period of incapacity or treatment in connection with a
- 13 hospital, hospice or residential medical care facility;
- 14 **2)** Any period of incapacity requiring absences from work, of
- 15 more than three (3) calendar days, that also involves continuing
- 16 treatment by (or under the supervision of) a health care provider;
- 17 or
- 18 **3)** Continuing treatment of a health care provider for a chronic
- 19 or long-term health condition that is incurable or so serious that, if
- 20 not treated, would likely result in a period of incapacity of more
- 21 than three (3) calendar days or for prenatal care.

22 “Continuing treatments” include:

- 23 **1)** Two or more visits to a health care provider;

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1 **2)** Two or more treatments by a health care practitioner (e.g.,
2 physical therapist) on referral form, or under the direction of a
3 health care provider; or

4 **3)** A single visit to a health care provider that results in a
5 regimen of continuing treatment under the supervision of the
6 health care provider.

7 **9.15.3 Amount of Leave**

8 Eligible members are entitled to a total of twelve (12)
9 workweeks of leave during any 12-month period. A member's
10 entitlement to leave for the birth or placement of a child for
11 adoption or foster care expires twelve (12) months after the birth
12 or placement.

13 The twelve-month period for calculating leave entitlement
14 will be a "rolling period" measured backward from the date leave
15 is taken and continues with each additional leave day taken.
16 Thus, whenever a member requests leave, the District will look
17 back over the previous twelve-month period to determine how
18 much leave has been used in determining how much leave a
19 member is entitled to.

20 A member's request for leave of less than two (2)
21 weeks duration will not be granted absent medical certification
22 that such leave is medically necessary.

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1 **9.15.4 Member Benefits While on Leave**

2 Leave under this article is unpaid. In addition, while on
3 leave, members will continue to be covered by the District's
4 health and welfare benefits.

5 If a member fails to return to work after his/her leave
6 entitlement has been exhausted or expires, the District shall
7 have the right to recover its share of health plan premiums for
8 the entire leave period, unless the member does not return
9 because of the continuation, recurrence, or onset of a serious
10 health condition which would entitle the member to leave. The
11 District shall have the right to recover premiums through
12 deduction from any sums due the District (e.g., unpaid wages,
13 vacation pay, etc.).

14 **9.15.5 Use of Other Accrued Leaves While on Leave**

15 If a member requests leave for any reason permitted in
16 Section 9.8.2, he/she must exhaust all accrued leaves (except
17 sick leave) in connection with the leave. The exhaustion of
18 accrued leave will run concurrently with the leave.

19 If a member requests leave for his/her own serious
20 health condition, in addition to exhausting accrued leave, the
21 member must also exhaust sick leave.

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9.15.6 Medical Certification

The District may require members who request leave to provide written certification from the health care provider of the individual requiring care. If the leave is requested because of the member's own serious health condition, the certification must include a statement that the member is unable to perform the essential functions of his/her position.

If the District has any reason to doubt the validity of a certification, the District may require a medical opinion of a second health care provider chosen by the District. If the second opinion is different than the first, the District may require the opinion of a third provider jointly approved by the District and the member. The District shall pay for the cost of a second or third opinion that is in excess of the unit member's health insurance coverage. The opinion of the third provider will be binding.

9.15.7 Member Notice of Leave

Although the District recognizes that emergencies arise which may require members to request immediate leave, members are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) days notice is required. In addition, if a member knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the member shall inform his/her supervisor as soon as possible that such leave will be needed.

1 If the District determines that a member's notice is
2 inadequate or the member knew about the requested leave in
3 advance of the request, the District may delay the granting of the
4 leave until it can, at its discretion, adequately cover the position
5 with a substitute.

6 **9.15.8 Reinstatement Upon Return From Leave**

7 Upon expiration of leave, a member is entitled to be
8 restored to the position of employment held when the leave
9 commenced, or to an equivalent or comparable position.

10 As a condition of restoration of a member whose leave
11 was due to the member's own serious health condition, which
12 made the member unable to perform his/her job, the member
13 shall obtain and present a fitness-for-duty certification from the
14 health care provider that the member is able to resume work.
15 Failure to provide such certification will result in denial of
16 restoration.

17 **9.15.9 Request for Leave**

18 Members shall fill out the appropriate leave form
19 prepared by the District to be eligible for leave. This form will
20 enable the District to satisfy its record-keeping obligations.

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Article 10: EVALUATION PROCEDURES

10.1 Evaluation Procedures Relating to Personnel Files

10.1.1 The personnel file of each unit member shall be maintained at the District's central administration office. No adverse action of any kind shall be taken against a unit member based upon materials which are not either in the personnel file or being processed for the personnel file according to Section 10.1.2 below.

10.1.2 Unit members shall be provided with a copy of any derogatory written material before it is placed in the unit member's personnel file. The unit member shall be given an opportunity during normal working hours, without loss of pay, to sign and date the material. Thereafter, the unit member may prepare a written response to such material before it is placed in the unit member's personnel file. The material may be placed in the personnel file after ten (10) days of its submission to the unit member. For good cause and by mutual agreement of the District and CSEA the ten (10) day limitation mentioned herein may be extended.

10.1.3 A unit member shall have the right at any reasonable time, with the immediate supervisor's approval, without loss of pay, to examine and/or obtain copies, at ten (10) cents per sheet, of any material from the unit member's personnel file with exception of material that includes rating, reports or records which were obtained prior to the employment of the

1 unit member involved, were prepared by identifiable
2 examination committee members or were obtained in
3 connection with a promotional examination.

4 **10.1.4** All personnel files shall be kept in confidence and
5 shall be available for inspection only by persons so authorized
6 when actually necessary in the proper administration of the
7 District's affairs or the supervision of the unit member. The
8 unit member's personnel file shall be available for examination
9 by the unit member or his/her CSEA representative if
10 authorized in writing by the unit member.

11 **10.1.5** Any person who reviews a personnel file shall sign
12 and date on a space in or on the personnel file indicating such
13 review.

14 **10.1.6** Any person who prepares written material for
15 placement in a unit member's file shall sign and date the
16 material.

17 **10.2** **Frequency of Formal Evaluation**

18 **10.2.1** The District management shall evaluate all
19 permanent bargaining unit members no less than once every
20 two (2) years and all probationary bargaining unit members no
21 less than once during the probationary period.

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1 **10.2.2** Any unit member may be evaluated formally by District
2 management at other times to correct serious or potentially
3 serious performance deficiencies.

4 **10.2.3** During the year during which a formal evaluation is to
5 be made, a preliminary evaluation sheet shall ordinarily be
6 completed before December 31 and a final evaluation shall be
7 completed before the end of the school year. Earlier deadline
8 dates which may be set by the District are for the convenience of
9 the District and are not subject to the grievance procedure.

10 **10.3** **Formal Evaluation Procedures**

11 **10.3.1** A copy of the evaluation form shall be given (or sent if
12 the evaluatee is not at the work site) to the evaluatee by the
13 evaluator. Under normal conditions the evaluatee shall have an
14 opportunity to discuss the evaluation with the evaluator. In
15 extraordinary situations when the evaluatee is not able to
16 discuss the evaluation with the evaluator the unit member being
17 evaluated shall have the right of written rebuttal and, upon
18 request, to discuss such evaluation with the evaluator at a
19 mutually acceptable subsequent date.

20 **10.3.2** The evaluatee shall sign the evaluation signifying only
21 that the evaluatee has read the document and has knowledge of
22 the right to make a written response and have it attached before
23 the evaluation becomes a part of the permanent record.

24 **10.3.3** Any negative evaluation (“Not Satisfactory” column)
25 shall include specific recommendations for improvement.

1 **11.4 Equal Seniority**

2 If two (2) or more employees subject to layoff have equal
3 class seniority, the determination as to whom shall be laid off will be
4 made on the basis of the greater hire date into the District.

5 **11.5 Bumping Rights**

6 An employee laid off from his/her present class may bump into
7 the next equal or lower class in which the employee has greater
8 seniority. The employee may continue to bump into such equal and
9 lower classes to avoid layoff provided the employee has worked
10 previously in the lower class position.

11 **11.6 Re-Employment Rights**

12 Laid off persons are eligible for re-employment in the
13 classification from which laid off for a thirty-nine (39) month period
14 and shall be re-employed in preference to new applicants. In
15 addition, they shall have the right to apply for promotional positions
16 according to Education Code Section 45298.

17 **11.7 Seniority Roster**

18 The District shall provide California School Employees
19 Association with an updated seniority roster thirty (30) days before the
20 effective date of the layoff. The seniority roster shall indicate each
21 employee's class seniority and hire date seniority with the class.

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1 **11.8 Notification of Re-Employment Opening**

2 Any permanent employee who is laid off and is subsequently
3 eligible for re-employment shall be notified in writing by the District of
4 an opening. Such notice shall be served by personal service or
5 certified mail to the last known home address.

6 **11.9 Employee Notification to District**

7 Employees on re-employment lists may apply for any posted
8 vacant position. An employee shall notify the District of his/her intent
9 to accept or refuse employment within forty-eight (48) hours following
10 receipt of the re-employment notice. If the employee accepts re-
11 employment, the employee must report to work within ten (10)
12 working days following receipt of the re-employment notice.

13 All sick leave accumulated prior to the effective date of layoff
14 shall be credited back to the employee's records upon re-employment
15 with the District.

16 When an employee is re-employed by the District, all time-off
17 during a laid-off status shall be counted as seniority toward longevity
18 and step increments.

19 Refusal of an offer of a fewer number of hours in the same
20 class shall not affect the standing of any employee on a re-
21 employment list.

22 Any employee who is improperly laid off shall be re-employed
23 immediately upon discovery of the error and shall be reimbursed for
24 all loss of pay or benefits.

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1 **11.10 Health and Welfare Benefits**

2 The District agrees to continue health and welfare benefits
3 for all laid off employees as if the relationship of the parties had not
4 been severed. The District shall continue to provide these benefits for
5 a period of two (2) months from the last day of employment.

6 **11.11 Retirement in Lieu of Layoff**

7 Any classified employee eligible for retirement may elect to
8 accept service retirement in lieu of layoff without loss of re-
9 employment rights as provided in this Agreement, provided written
10 notification is given to the District of such election.

11 **11.12 Priority Consideration for Vacancies**

12 All laid off persons shall receive priority consideration for any
13 vacancy for which he/she qualifies and applies before consideration is
14 given to any outside applicant.

15 **11.13 Improper Layoff**

16 Any employee who is improperly laid off shall be re-
17 employed immediately upon discovery of the error and shall be
18 reimbursed for all loss of salary and benefits.

19 **11.14 Applicable Provisions**

20 In addition, the parties agree that all other provisions
21 pertaining to layoff and reinstatement found in the California
22 Education Code shall be applicable to any layoff and reinstatement.

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1 **11.15** **Completion of Layoff Negotiations**

2 The parties agree that the District has fulfilled its requirement
3 to meet and negotiate the effects of layoff for all occurrences of layoff.

4 **Article 12: TRANSPORTATION RELATED**

5 **WORKING CONDITIONS**

6 **12.1** **Salary Rate**

7 All currently employed bus drivers hired on or before April 20,
8 1995, shall be compensated at job class 24 of the currently adopted
9 salary schedule.

10 All bus drivers hired after April 20, 1995, with an unrestricted
11 bus driver's license shall be paid at a rate that is ten percent (10%)
12 less than job class 24. All bus drivers hired after April 20, 1995, with
13 a restricted bus driver's license shall be paid at a rate that is fifteen
14 percent (15%) less than job class 24. A bus driver hired with a
15 restricted license shall not be paid at a higher rate unless such driver
16 obtains an unrestricted bus driver's license and is subsequently
17 assigned to a route that requires an unrestricted license.

18 **12.2** **District Seniority**

19 The District shall determine all bus routes and the driving time
20 thereof. For the 1995-96 school year and thereafter, all bus drivers
21 will be paid only for bus route driving time, as determined by the
22 District; and for an additional period of thirty (30) minutes per day for
23 the express and limited purpose of inspection, fueling, and cleaning of
24 equipment.

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1 **12.3 Assignment of Bus Drivers**

2 **12.3.1 Route Bidding**

3 The bidding of routes shall be by bus driver seniority
4 per the process described in the California Education Code.
5 No bid will be accepted unless the bus driver is appropriately
6 licensed, and deemed qualified by the District for the route
7 and all equipment scheduled for use.

8 **12.3.2 Route Bidding -- Regular School Year**

9 The bidding of routes shall be once each year
10 during the two weeks prior to the first duty day of the school
11 year. There will be no bidding of routes at any other time
12 during the course of a complete year, except as provided in
13 12.3.4. Reviewing routes for bidding and bidding itself shall
14 not be paid time unless it occurs on a regularly scheduled
15 workday.

16 **12.3.2.1** On the Tuesday immediately preceding the first duty
17 day of the school year, bus drivers shall select a route.
18 Notwithstanding any other provision of this agreement, drivers
19 shall be paid for a total of one (1) hour annually for the
20 purpose of route bidding for school year assignments.

21 Five (5) days prior to the commencement of the
22 route selection process, copies of District routes shall be
23 available for inspection by the affected bus drivers. Bus
24 drivers shall be assigned times for the purpose of route
25 selection on the designated day(s) in accord with the District's

1 seniority list with the most senior being given the first
2 opportunity to select a route among those available.

3 If a driver is unable to keep the assigned appointment
4 time for the purpose of selecting a route, that driver may
5 designate another person to act as a proxy and physically
6 appear to select a route. Such designation of a proxy must be
7 in writing and shall be signed and dated by the driver unable to
8 keep the appointment. If a proxy is not designated by the driver
9 unable to keep the appointment, subject to the conditions
10 described herein, the supervisor shall select, on behalf of such
11 driver, the route with the greatest driving time for which the
12 driver is qualified, pursuant to the terms and conditions of this
13 article.

14 **12.3.3 Route Bidding -- Summer Sessions**

15 All summer school bus routes shall be posted for
16 inspection two (2) days prior to the commencement of the route
17 selection process. All summer school bus routes shall be open
18 for bid Monday through Thursday of the last week of the regular
19 school year. Bus drivers shall be assigned times for the
20 purpose of route selection on the designated days in accord
21 with the District's seniority list and the posted interest
22 application.

23 Notwithstanding any other provision of this
24 agreement, no extra time or overtime may be charged by
25 drivers for purposes of review and/or bidding.

1 An interest application list and information regarding
2 proficiency requirements for bus driver/classroom aides will be
3 posted in the first two weeks of May.

4 Proxy rights shall be applicable for summer route
5 bidding pursuant to 12.3.2.1.

6 **12.3.4 Vacated or Newly Created Routes**

7 In the event that a route is vacated during the school
8 year, pursuant to 12.3.7, the District has the right to modify or
9 eliminate such route.

10 If, during the school year, the District declares a
11 vacancy or creates a new route, then such route will be posted
12 for two (2) working days before bids are accepted, pursuant to
13 12.3.1.

14 In no case shall a District-declared vacancy or newly
15 created route result in more than a total of one (1) route being
16 assigned by bid.

17 Pursuant to 12.3.7, if during the school year or summer
18 school, the District determines to increase the driving time of an
19 assigned route, the District has the option to increase the pay of
20 the assigned driver or re-bid all routes of equal or less driving
21 time. If the District determines to increase the driving time of a
22 bus route, transportation management will consider as an
23 alternative, the assigned bus route of the most senior bus driver
24 whose assigned route is tangential, in the immediate vicinity, and
25 most closely approximates the bus route to be increased, before

1 assigning such increased driving time to a bus route. In the
2 event of a decrease in assigned time, the District may maintain
3 the rate of pay or re-bid. Any change in driving time, however,
4 shall not change the percentage of the District contribution for
5 unit member benefits pursuant to 12.4.

6 **12.3.5 Overtime and Extra Hours**

7 **12.3.5.1** Overtime and extra hours, excluding junior high after-
8 school programs, shall be assigned in rotation, based on bus
9 driver seniority. Bus drivers that refuse an overtime or extra
10 hours assignment shall not be disqualified for future overtime or
11 extra hours, but shall be placed at the bottom of the list.

12 If a driver turns back an extra hours or overtime
13 assignment, of which at least twenty-four (24) hours notice is
14 given, and does so within twenty-four (24) hours of the
15 scheduled assignment, then such driver shall be ineligible for
16 extra hours and overtime assignments for one rotation of the
17 duty roster.

18 **12.3.5.2** The District shall have the right to assign drivers to
19 overtime or extra hours in lieu of volunteers by rotation beginning
20 with the least senior driver on the list. Nothing in this agreement
21 shall modify the District's practice of employing substitute bus
22 drivers for such assignments after making one rotation of eligible
23 drivers within the bargaining unit, or in the case of untimely turn-
24 backs.

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1 **12.3.5.3** During the regular school year, written requests for
2 transportation for field trips will be made available, upon request,
3 to the job steward each Wednesday, or the next workday if
4 Wednesday is a holiday, during the workweek. The job steward
5 shall acknowledge with his/her signature the receipt of all written
6 requests for field trip transportation. The job steward may
7 request additional data necessary to enforce this agreement.

8 To the extent that such requested data exists, it will
9 be released to the job steward as soon as practicable, who
10 will acknowledge receipt of such with his/her signature.

11 **12.3.6** Notwithstanding any other provision of this Agreement,
12 no unit member shall be eligible for any assignment unless
13 deemed qualified by the District to safely operate all equipment
14 scheduled for use.

15 **12.3.7** The District may at any time make any changes in
16 routes or bus driver assignments, provided there are justifiable
17 reasons for such change which are not arbitrary or capricious.

18 **12.3.8** Notwithstanding any other provision of this Agreement,
19 District or site-management may assign duties to bus drivers that
20 are reasonably related to the applicable job description, other
21 classified services, or noon-duty services during any paid non-
22 driving time, including assigned layover at a site.

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1 **12.4 Bus Driver Unit Member Benefits**

2 Pursuant to the terms and conditions set forth in Article 19, the
3 actual percentage of the District contribution for unit member benefits
4 as listed in Section 19.1.1, for bus drivers hired on and after June 17,
5 1992, shall be determined once annually after each driver receives
6 his/her initial assignment. The benefit protection provisions for
7 transportation employees (bus drivers only) hired before June 17,
8 1992, shall apply regardless of the number of daily hours to which
9 they are regularly assigned.

10 Pursuant to 19.2.1 a bus driver is not eligible for unit member
11 benefits unless such driver is assigned to a route that is determined
12 by the District to require a minimum of twenty (20) paid hours during a
13 five-day workweek, including driving time and a thirty (30) minute
14 period for inspection, cleaning and fueling.

15 The actual percentage of such District contribution shall be
16 one hundred percent (100%) of the amount listed in 19.1.1 or the
17 percentage produced by the following calculation, whichever is less:

- 18 **A** = Assigned average daily bus route
19 driving time determined by the District
20 **B** = Thirty (30) minute period for
21 inspection, cleaning and fueling
22 **C** = Sum of A and B
23 **D** = Eight (8) hours
24 **E** = Percentage of District contribution
25 (not to exceed 100%)

1 Note: If "C" = > 4.00, then "C" is rounded to the nearest hour.

A + B	=	C
<u>C</u>	=	E
D		

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5 **12.5** CSEA and the transportation department employees will
6 continue to cooperate with District representatives to reduce costs
7 through route adjustments and other appropriate measures.

8 **12.6** Effective the first day of the month after ratification of this
9 agreement by both parties (March 1, 2002), for new hires in regular
10 bus driver positions hired on and after such effective date:

11 Upon completion of eighteen (18) months as a regular bus
12 driver with satisfactory or better evaluations, the District will pay such
13 employee a total of One Hundred Sixty-Nine Dollars (\$169.00) to
14 offset the costs DMV and CHP fees and a medical exam. Such
15 payment and/or subsequent payment will not be paid will not be paid
16 after the initial eighteen (18) months of employment.

17 **Article 13: SAVINGS PROVISION**

18 If, during the life of this Agreement, any of the provisions of
19 this Agreement are held to be contrary to law by a court of competent
20 jurisdiction, such provision(s) shall be immediately suspended and not
21 be deemed valid so long as such order shall remain in effect, except
22 to the extent permitted by law, however, all other provisions shall
23 continue in full force and effect.

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1 In the event of suspension or invalidation of any article or
2 section of this Agreement, the parties agree to meet and negotiate
3 within thirty (30) days after such determination for the purpose of
4 arriving at a mutually satisfactory replacement for such article or
5 section.

6 **Article 14: CONCERTED ACTIVITIES**

7 **14.1** It is agreed and understood that there will be no strike, work
8 stoppage, slow-down or picketing of District operations in furtherance
9 thereof, or refusal or failure to fully and faithfully perform job functions
10 and responsibilities, or other interference with the operations of the
11 District by CSEA or by its officers, agents or members during the term
12 of this Agreement, including compliance with the request of other labor
13 organizations to engage in such activity.

14 **14.2** The District will not require a unit member to cross picket lines
15 of other labor unions at other than District sites if such action is
16 deemed to be unsafe.

17 **14.3** CSEA recognizes the duty and obligation of its
18 representatives to comply with the provisions of this Agreement and
19 to make every effort toward inducing all unit members to do so. In the
20 event of a strike, work stoppage, slow-down or other interference by
21 CSEA, CSEA agrees to make a good faith effort to induce all unit
22 members to cease such action.

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1 **14.4** It is agreed and understood that any unit member violating this
2 article may be subject to discipline, up to and including termination by
3 the District, provided the District follows proper statutory procedures.

4 **14.5** It is understood that in the event this article is violated the
5 District shall be entitled to withdraw any rights, privileges or services
6 provided for in this Agreement or in District policy from any unit
7 members of CSEA, provided that CSEA shall not be penalized for the
8 non-sanctioned action of unit members if CSEA has met its
9 contractual obligations.

10 **14.6** Provided there is no violation of this Article 14, the District will
11 not lock out the members of the bargaining unit. For unit members
12 employed according to the school calendar it is expressly agreed that
13 in the event that school must be closed because of an emergency and
14 that days of school must be made up at a later date, at the option of
15 the District, the workdays shall be transferred to the make-up days
16 and the unit members affected will be paid for the actual days worked.

Article 15: SUPPORT OF AGREEMENT

18 The District and CSEA agree that it is in their mutual benefit to
19 encourage the resolution of differences through the meet and
20 negotiation process. Therefore, it is agreed that CSEA will support
21 the terms of this Agreement and will not appear before any legislative
22 or judicial body to seek change or improvement in any matters subject
23 to the meet and negotiation process except by mutual agreement, and
24 as provided by Article 15.

25 ///

Article 16: EFFECT OF AGREEMENT

1
2 It is understood and agreed by the District and CSEA that the
3 specific provisions in this Agreement shall prevail over District
4 practices and procedures and over state law to the extent permitted
5 by state law and that absent specific provisions in this Agreement the
6 District shall consider such practices and procedures within its
7 discretionary authority.

**Article 17: COMPLETION OF MEET
AND NEGOTIATION**

8
9
10 Except by mutual agreement, the parties expressly waive and
11 relinquish the right to meet and negotiate with respect to any subject
12 or matter, even though such subject or matter may not have been
13 within the knowledge or contemplation of either party at the time they
14 met and negotiated on and executed this Agreement, and even
15 though such subjects or matters were proposed and later withdrawn;
16 provided, however, the District agrees that it will not change any
17 mandatory subjects of the meet and negotiate process without first
18 notifying the Association of such intended change and, upon
19 request, meeting and negotiating with the Association Representa-
20 tives. Should the legislature or PERB expand the scope of
21 representation, negotiations shall be opened, upon request by either
22 party, to consider only the newly included scope matters specified,
23 provided that applicable public notice regulations shall be followed
24 and provided further that notification of intent to negotiate said items
25 was given within thirty (30) days following legislative or PERB action.

Article 18: TERM

This Agreement shall remain in effect until June 30, 2004, and will thereafter remain in effect until one of the parties notifies the other in writing of a request to modify, terminate or amend the Agreement.

CSEA agrees to propose any changes for a successor contract by one hundred twenty (120) days prior to June 30, 2004, and the District agrees to respond to such proposals by the second regular meeting of the Board of Education following receipt of such proposals from CSEA.

Article 19: UNIT MEMBER BENEFITS

19.1 Unit Member Benefits

Unless mutually agreed otherwise, for the period of this Agreement, the District will maintain the dollar amounts for health and welfare programs according to the schedule in 19.1.1 below.

19.1.1 District Contribution

Effective October 1, 2001, the District shall contribute up to Eight Thousand Six Hundred Eighty-Two Dollars and Sixty Cents (\$8,682.60) per year to offset costs of premiums for medical, vision, Pacific (HBI) Dental or Delta Dental, prescription, cancer, life insurance, vision and an Employee Assistance Program.

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1 The District will also allow retired classified employees,
2 spouses, or dependents and deceased retirees' spouses or
3 dependents to return to the Bakersfield City School District to
4 enroll in the health, dental, or vision plans, paying their own
5 premium.

6 **19.1.2 Carriers**

7 The District and CSEA will consult on carriers if a
8 change in carriers is considered. The parties agree that the
9 designation of carriers is not a negotiable item, and that only the
10 total dollar amount of the District contribution is negotiable.

11 The District and CSEA shall form a joint insurance
12 advisory committee consisting of no more than three (3)
13 representatives appointed by CSEA and three (3) representa-
14 tives appointed by the District.

15 The joint insurance committee may analyze and
16 evaluate the District's current health plan as well as other
17 available health insurance plans in terms of benefits and costs.
18 It is understood and agreed that the product of the joint
19 insurance committee shall consist only of non-binding
20 recommendations.

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19.1.3 Limitation

If, for lack of a timely negotiated successor agreement, this Agreement should continue beyond its stated ending date, the District shall not be required to pay more for any of the coverages listed above than their monthly cost in the last fiscal year of this Agreement. Such monthly difference in premium cost may be deducted from the unit member's salary until a successor agreement is reached.

During the life of this Agreement if monthly premium costs exceed the negotiated monthly amounts for fringe benefits, the difference may be deducted from the unit member's salary until a subsequent negotiated agreement is reached.

19.2 Eligibility

19.2.1 Employees hired on or after June 17, 1992, who are regularly assigned on a part-time basis to four (4) hours or more daily shall be eligible for the plans covered by Paragraph 19.1.1 above with the District's contribution to such plans pro-rated as follows:

<u>HOURS</u>	<u>DISTRICT CONTRIBUTION</u>
8	100%
7	87.5%
6	75.0%
5	62.5%
4	50.0%

///

1 Employees whose regular assignment consists of eight
2 (8), seven (7), six (6), five (5) or four (4) hours per day as of the
3 date of this Agreement will retain full benefits in the event their
4 hours are reduced to four (4) hours per day or more; in the event
5 such employee is laid off and recalled within thirty-nine (39)
6 months to a position of four (4) hours or more, such employee
7 shall retain full benefits under this Agreement.

8 An employee whose regular assignment consists of eight
9 (8) hours per day as of the date of this Agreement shall retain full
10 benefits in the event such employee voluntarily elects to reduce
11 hours below four (4) to avoid layoff.

12 In the event that options are chosen by the unit member
13 which make the total premium(s) exceed the District contribution,
14 the unit member desiring coverage shall be required to complete
15 a payroll deduction for the difference between the District
16 contribution and the total premium cost.

17 **19.2.2** Except as specifically provided above, part-time unit
18 members employed for less than four (4) hours per day are not
19 eligible for benefits under this article.

20 **19.3 Leave of Absence**

21 The District shall continue to contribute a unit member's
22 premium contribution while on paid leave status, in the same manner
23 as if the unit member had remained in regular service.

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1 **19.4** **Uniforms**

2 **19.4.1** If the District requires a distinctive uniform to be
3 worn, the District will pay for the cost according to Education
4 Code Section 45138.

5 **19.4.2** **Uniforms for Food Service Workers**

6 **A.** If uniforms are required for unit members employed in
7 the Food Service Department as Food Service Worker, the
8 District shall pay to each Food Service Worker One Hundred
9 Fifty Dollars (\$150.00) per year as the District's full
10 obligation in compliance with 19.4.1 above.

11 **B.** Unit members assigned as Food Service Worker shall
12 receive their allowance in ten (10) monthly installments of
13 Fifteen Dollars (\$15.00).

14 **C.** Maintenance and cleaning costs of the uniform shall be
15 paid by the individual unit member.

16 **D.** Uniform shall be defined by the requirements issued by
17 the Food Service Department, 02-14-96. Shoes shall not be
18 considered a part of the required uniform, although shoes
19 shall be worn which give
20 consideration to safety.

21 **E.** Unit members shall in the event of termination, for any
22 reason before the end of the school year, refund to the District
23 the amount of the pro-rata share of the allowance paid based
24 on one hundred percent (100%) of the allowance divided by
25 nine (9) months.

1 **19.5 Mileage Compensation**

2 **19.5.1** Any employee in the bargaining unit required by the
3 District to use his/her vehicle on District business who is not
4 on an annual mileage contract with the District shall be
5 reimbursed for all required miles driven on behalf of the
6 District at the rate of thirty-two and one-half (32.5) cents per
7 mile for the first five hundred (500) miles and twenty (20)
8 cents per mile thereafter for the life of this Agreement.

9 Any change in mileage reimbursement as a result of
10 this section shall be effective on the first day of the month
11 following the month in which the bargaining units and the
12 District ratify this Agreement.

13 **19.5.2** This provision shall not apply to travel for the
14 purposes of either arriving at the unit member's work site or
15 residence.

16 **19.5.3** An annual mileage contract may be used at the
17 option of the District to compensate unit members for mileage
18 expense. Whenever used, the amount of the contract shall be
19 determined by the District and shall be based on a survey of
20 actual miles driven on behalf of the District by the employees
21 in a given classification.

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1 **19.6 Promotions**

2 The District shall, beyond the considerations and/or
3 requirements of the District policy and procedure regarding Affirmative
4 Action, give first consideration for promotion to classified service
5 positions to qualified applicants from the CSEA bargaining units. This
6 process shall not apply to reclassification.

7 **19.7 Shift Differential**

8 The District will pay a differential of Six Dollars (\$6.00) per
9 eight (8) hours for unit members required to work eight (8) hours
10 between the hours of 11:30 a.m. and 6:00 a.m.

11 **19.8 Health Insurance Coverage of Certain Retirees**

12 The District shall pay the dollar amount required to provide the
13 equivalent coverage given to active members for health insurance
14 (medical) for employees who retire between the ages of fifty-five (55)
15 and sixty-five (65) years. Such employees are to remain in the group
16 comprising active employees. The District's obligation for payment of
17 such coverage shall cease upon the last day of the month preceding
18 the month in which the retiree reaches age sixty-five (65). In order to
19 be eligible for the coverage and payment, the retiree must have been
20 considered a full-time employee and fulfilled at least five (5) years of
21 consecutive employment immediately prior to retirement.

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1 The early retiree must qualify and participate under the Public
2 Employees Retirement System (PERS), and meet all legal
3 requirements imposed by PERS. For the purpose of paying premium
4 costs for dependents, the retiree must make the payment of the
5 difference between the District's contributed portion for the retiree and
6 the premium cost for any dependents. A leave of absence approved
7 by the Board of Education shall be considered employment for the
8 purpose of meeting the five (5) years of consecutive employment prior
9 to retirement.

10 **19.9 Retirement Prior to Age Fifty-Five (55)**

11 A unit member having twenty (20) years of service with the
12 District who elects to retire and participate under the Public
13 Employees Retirement System (PERS) may, between the ages of fifty
14 (50) and fifty-five (55), pay to the District the cost of the premium for
15 health insurance (medical) until such time as Section 19.9 takes over,
16 allowing District payment of the health insurance premium between
17 the ages of fifty-five (55) and sixty-five (65).

18 **19.10 Federal Income Tax Treatment** 19 **of Unit Member PERS Contributions**

20 The District agrees to implement the tax treatment of unit
21 member contributions to the Public Employees Retirement System
22 (PERS) as authorized by Section 414(H)(2) of the Internal Revenue
23 Code, subject to the following conditions:

24 **See Next Page**

25 ///

1 **A.** CSEA shall give the District final written confirmation of its
2 desire for implementation. Failure to provide such positive
3 confirmation shall void this Section 19.10.

4 **B.** It is expressly agreed that implementation of this section
5 shall be without cost to the District except for the cost of
6 clerical/management time in processing the implementation.

7 **C.** Implementation shall be according to specific authority from
8 the Internal Revenue Service which clearly sets forth the legality
9 and appropriateness of the action proposed by this section. In
10 the absence of such documented authority, no action shall be
11 taken by the District.

12 **Article 20: SALARY**

13 **20.1** **Salary**

14 **20.1.1** **Salary Schedule**

15 Effective July 1, 2001, unit members shall be
16 compensated in accordance with the salary schedules and
17 position classification allocations listed in Appendix C (salary
18 schedule increase of 1.15% for 2001-02).

19 **Step 10**

20 Step 10 added to the unit member's salary schedule
21 in an amount equal to a Five Percent (5%) increase over the
22 amount in Step 9, after the application of the 1999-00
23 percentage salary increase.

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1 **Aide II Stipend**

2 Effective July 1, 2001, Special Education Aide II's,
3 who are designated by the District to receive specialized
4 training and as part of their assigned duties thereafter perform
5 specialized medical procedures for students, including but not
6 limited to, catheterization, tracheal suctioning, colostomy care,
7 and tube feeding shall receive an additional payment of
8 Seventy-Five Dollars (\$75.00) for each school month in which
9 such assigned duties are performed by the unit member.

10 **20.1.2 Job Descriptions**

11 Unless the District receives a request to bargain from
12 the Association within five (5) workdays of the receipt of a new
13 or modified job description, and the Association is available to
14 bargain within ten (10) workdays after requesting to bargain;
15 the job description and salary level as proposed by the District
16 will be deemed an agreement between the parties.

17 **20.1.3 Reclassification Committee**

18 The District and the Association agree to the
19 formation of a joint advisory committee for the express purpose
20 of discussion of matters of reclassification and working out-of-
21 classification.

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1 The District and the Association shall each designate
2 up to three (3) members with committee meetings held up to
3 four (4) times yearly. It is understood and agreed that any
4 product of committee meetings shall consist of non-binding
5 recommendations.

6 **20.1.4 Incentive Plan**

7 In the event the District determines to establish an
8 incentive plan and as part of that incentive plan offers monetary
9 bonuses to unit members, then at the sole option of the District:

10 Unit members assigned to a particular site and who
11 work not less than Seventy-Five Percent (75%) of their
12 scheduled work year, may receive up to One Percent (1%) of
13 their earned, scheduled annual salary as a bonus if and only if
14 the site to which the unit member is assigned achieves a
15 specific goal(s) established by the District. Such bonus would
16 be a one-time payment paid during the first school month of the
17 following traditional school year.

18 **20.2 Professional Growth Plan for Unit Members**

19 **20.2.1 Professional Growth**

20 **A. How Achieved**

21 Professional growth may be achieved through
22 participation in any of the following categories: college
23 courses, adult evening school courses, District-sponsored
24 work-shops, institute lecture programs, or any other programs
25 as designated by the Superintendent or his authorized

1 representatives.

2 Such courses, workshops or lecture programs, in order to
3 qualify for credit, must directly pertain to and provide the
4 employee with increased knowledge, skills and understanding
5 in the employee's assignment or in the related occupational
6 group (such as Secretarial-Clerical; Groundswokers and
7 Custodians; Food Service).

8 Courses designed for personal pleasure shall not be
9 accepted.

10 Courses not directly related to the unit member's present
11 assignment may be approved for professional growth credit if
12 sufficient benefit to the District can be expected. Disputed
13 courses shall be submitted to the Units Evaluation Committee
14 for approval or disapproval in conformance to this article.

15 **B. Definitions**

16 **SEMESTER HOUR**

17 The term "semester hour" shall apply to both regular
18 semester hour and equivalent semester hour.

19 **REGULAR SEMESTER HOUR**

20 The term "regular semester hour" shall mean semester
21 hour as accepted by colleges, universities and evening division
22 adult night school classes.

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1 **EQUIVALENT SEMESTER HOUR**

2 The term “equivalent semester hour” shall mean a
3 semester hour earned by such other means as may be
4 approved by the Board of Education or its authorized
5 representatives.

6 **RECORDED**

7 The term “recorded” shall mean that the classified service
8 unit member has presented official transcript or grade report for
9 regular semester hour earned, grade cards or other approved
10 records for night classes, affidavits or approved report from the
11 supervisor or instructor for equivalent semester hours earned,
12 and a record of same has been made by the Department of
13 Personnel.

14 Such documents will become the property of the school
15 district and will remain in the files of the Department of
16 Personnel Services. “Shall” is mandatory and “may” is
17 permissive.

18 **C. Deadlines for Salary Changes**

19 Salary changes for professional growth shall be recorded
20 with transcripts or grades in the Department of Personnel
21 before the fifth (5th) day of the calendar month of October and
22 February and shall be effective either in the month of October
23 or in the month of February, whichever deadline is appropriate.

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1 **D. Retroactive Credit**

2 All courses taken or other authorized activities for the
3 purpose of acquiring college semester hours for advancement
4 on the salary schedule shall be subject to the following: six (6)
5 units of credit retroactive to date of regular employment will be
6 allowed for the first increment for those unit members under
7 contract at the time of adoption of the professional growth plan
8 for classified service unit members. Substitute unit members
9 are not eligible to participate in the professional growth plan.

10 An exception to this rule would be contract food service
11 unit members who, while serving as substitute unit members,
12 were requested by the department head to take and
13 satisfactorily complete a special college course, "Sanitation and
14 Safety for School Lunch Personnel," which is of benefit to every
15 child and unit member of the Bakersfield City School District;
16 units earned from said course may be acceptable toward
17 professional growth. If employment occurs during the time an
18 applicant is taking a course and before the final grade is
19 received, credit may be allowed for the units obtained. In case
20 of question, the committee shall make final determination.

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1 **E. Repeat Courses**

2 Repeat courses may be taken for acceptable credit only if
3 approved in advance by the Units Evaluation Committee, with
4 the exception of "First Aid" which may be repeated for credit
5 with each twelve (12) semester hours if so desired by the unit
6 member.

7 **F. Acceptable Grade**

8 Only semester hours with a grade of "C" or better may be
9 submitted for salary credit. Any question of acceptable credit
10 for salary increase must be submitted to the Units Evaluation
11 Committee. It is the responsibility of the unit member to check
12 prior to time of taking courses if there is any doubt about
13 acceptability of semester hours. Final approval rests with the
14 units committee.

15 **G. Leave of Absence**

16 **Courses Taken During Leave**

17 No courses or other authorized activities for the purpose of
18 acquiring semester hours for advancement on the salary
19 schedule shall be approved for classified service unit members
20 while on leave of absence unless the leave is granted
21 specifically for the purpose of attending a college or university
22 for further study. A minimum number of semester hours
23 required of full-time students must be taken and written
24 verification filed.

25 ///

H. Responsibility for Recording Units

It is the sole responsibility of the classified service unit member to record semester hours earned in order to receive credit on the salary schedule.

I. Number of Units Needed to Obtain Salary Increase

Twelve (12) semester hours shall be recorded for each advancement on the salary schedule up to a maximum of sixty (60) semester hours.

J. Number of Units Per Year

The number of semester hours allowable within a given year may be limited depending upon unit member evaluation by the department head and Units Evaluation Committee.

K. Unit Value of College and High School Units

Three (3) semester hours of college credit will be equal to ten (10) semester hours of credit by a high school. One quarter (1/4) hour is the equivalent of two-thirds (2/3) of a semester hour.

20.2.2 Regulations Governing Equivalent Semester Hours

A. Limitations

Workshops and related activities are limited to six (6) equivalent semester hours per twelve (12) units of credit for advancement on the salary schedule. Equivalent semester hours for advancement on the salary schedule may be earned for the following activities entailing time and effort beyond regularly assigned school responsibilities.

1 **B. Conferences**

2 Workshops or conferences usually held for a three (3) to
3 five (5) day period by universities and colleges or by the
4 California State Department of Education or others approved by
5 the Superintendent where no university or college semester
6 hours are granted usually carry one-half (1/2) equivalent
7 semester hour but not more than one (1) equivalent semester
8 hour. Written report required. No credit will be given for
9 attendance at a conference when the District pays expenses.

10 **C. Workshops**

11 Workshops held within the Bakersfield City School
12 District authorized by the Superintendent and conducted by his
13 authorized representative or representatives may carry one-half
14 (1/2), one (1), two (2), three (3), four (4), five (5) or six (6)
15 equivalent semester hours. Written verification of participation
16 required. Work shall be done outside the hours of regular
17 employment and in addition to assigned responsibilities.
18 Semester hours shall be submitted at the end of the project or
19 not later than the end of each school year, and additional
20 approval requested should the project continue into the next
21 school year.

22 Workshops held during the regularly scheduled work time
23 may be submitted to the Units Evaluation Committee for
24 approval. The Units Evaluation Committee will determine the
25 amount of credit allowed for such mandatory activities.

1 **D. Individual Study**

2 Planning and conducting individual research studies or
3 receiving individual instruction appropriate to the assignment,
4 approved by the Superintendent, may carry one-half (1/2), one
5 (1) or two (2) equivalent semester hours. Copy required. Work
6 shall be done outside the hours of regular employment.

7 **E. Employee Organizations**

8 Credit will not be given for participation in employee
9 organizations.

10 **20.2.3 Regulations Governing**
11 **the Units Evaluation Committee**

12 **A. Members**

13 The Units Evaluation Committee shall consist of the
14 following: eight (8) members selected in this manner—four (4)
15 permanent classified service unit members to be selected by
16 the President of CSEA and these to be representatives of the
17 various classifications of unit members, alternating over a
18 period of two (2) years (need not limit selection to CSEA
19 members in good standing), Assistant Superintendent,
20 Personnel and three (3) other management persons selected
21 by the Assistant Superintendent, Personnel.

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1 **B. Chairperson**

2 The Assistant Superintendent, Personnel, shall be the
3 committee chairperson and shall call meetings as often as
4 necessary to review approval of semester hours for salary
5 increase.

6 **20.2.4 Amount of Salary Increase**
7 **for Professional Growth**

8 Twelve (12) semester hours of credit shall increase
9 the classified service unit member's basic salary schedule by
10 One Hundred Fifty Dollars (\$150.00) per year, for both ten and
11 twelve-month positions.

12 **20.2.5 First Aid**

13 Number of semester hours allowed for First Aid shall
14 be determined by credit received from the college, evening
15 school offering the course, or by the Units Evaluation
16 Committee if received through another agency such as the Red
17 Cross when proof of satisfactory completion of course is
18 received from the agency offering course. Credit for First Aid
19 need not be limited to date of employment but may be received
20 as retroactive credit if so desired by the unit member. First Aid
21 may be repeated for credit with each twelve (12) semester
22 hours earned if so desired by the unit member.

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1 **20.3 Pay Increase Due to Increase of Hours/Days**

2 During the term of this Agreement, in accordance with Senate
3 Bill 813, if the instructional day is lengthened or the number of
4 instructional days per year is increased in such a way as to increase
5 for unit members the number of work hours per day or the number of
6 workdays per year, such additional hours/days as may be assigned
7 thereby shall be at the discretion of the District and unit members
8 shall be compensated for the additional hours/days on a pro-rata
9 basis of pay.

10 **Article 21: RIGHT OF REOPENING AGREEMENT**
11 **FOR NEGOTIATIONS**

12 By following the public notice provisions of Section 3547 of the
13 Government Code, the parties agree that for 2002-2003 and 2003-
14 2004, bargaining reopeners shall be limited to Articles 19 (Health and
15 Welfare—[19.2]) and 20 (Salary)—[20.1]; plus one (1) additional
16 article for each party.

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25 /// [End of Contract]

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