

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**WEST COUNTY
TRANSPORTATION AGENCY**

AND

**CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION
CHAPTER #760**

JULY 1, 2022 TO JUNE 30, 2023

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE 1 - RECOGNITION 2

ARTICLE 2 - EMPLOYEE RIGHTS 3

 2.1 Personnel Files: 3

 2.2 Evaluation: 3

 2.3 Nondiscrimination: 4

 2.4 Association Rights: 4

 2.5 Contract Issuance: 5

 2.6 Handbook: 5

ARTICLE 3 - HOURS AND OVERTIME 6

 3.1 Hours: 6

 3.2 Workweek: 6

 3.3 Adjustment of Assigned Time: 6

 3.4 Increase in Hours: 6

 3.5 Lunch Period: 6

 3.6 Rest Period: 7

 3.7 Rest Facilities: 7

 3.8 Regular Hours - Transportation: 7

 3.8.1 Assignment of Daily Bus Routes: 7

 3.9 Overtime: 15

 3.10 Supplemental Hours: 16

 3.11 Call In Time: 19

 3.12 Right of Refusal: 19

 3.13 Standby Time: 19

 3.14 Call Back Time: 19

 3.15 Distribution of Agency Vehicles For Mechanic Positions: 19

 3.16 Bidding on Assignments for Mechanic III, Mechanic II, Router/Scheduler, Service Person and
 Dispatcher: 20

ARTICLE 4 – PAY AND ALLOWANCE 22

 4.1 Appropriate Rate of Pay: 22

 4.1.1 Out of Classification 22

 4.1.2 Evening Shift 22

 4.1.3 Bilingual Stipend 22

 4.1.4 Specialized Certificate Stipends 21

 4.2 Placement/Advancement on the Salary Schedule: 23

 4.3 Pay Frequency: 23

 4.4 Mileage: 23

 4.5 Medical Examination: 23

 4.6 Cancellation of Trips: 23

 4.7 Pay While On Stand-By During Trips: 24

 4.8 Vehicle Unavailability: 24

 4.9 Meals: 24

 4.10 Lodging: 24

 4.11 Employee Training Payments: 25

 4.12 Certificate Stipends: 25

 4.13 As-Needed Driver Instructors: 25

 4.14 Safety Equipment: 26

 4.15 Mechanic Training and Certification: 26

 4.16 Access to Tools: 28

 4.17 Mechanics Tool Replacement Allowance: 29

 4.18 Training: 29

 4.19 Route Splitting: 29

 4.20 Drug/Alcohol Testing: 30

ARTICLE 5 - SUMMER WORK	31
ARTICLE 6 - TRANSPORTATION AIDES	34
ARTICLE 7 - SALARY, HEALTH AND WELFARE BENEFITS	35
7.1 Salary:.....	35
7.2 Health and Welfare Benefits:.....	36
7.2.5 Life Insurance:.....	37
7.4 Continuation of Health and Welfare Benefits:.....	37
7.5 PERS Contract Adjustments:.....	37
7.6 PERS 457:.....	38
ARTICLE 8 - HOLIDAYS	39
8.1 Holidays:.....	39
8.2 Holiday Eligibility:	39
ARTICLE 9 - VACATION PAY	40
9.1 Eligibility:	40
9.2 Paid Vacation:.....	40
ARTICLE 10 - LEAVES	42
10.1 Leaves of Absence:.....	42
10.2 Sick Leave:	42
10.3 Industrial Accident or Illness Leave:	44
10.4 Pregnancy Disability Leave:	44
10.5 Child Bonding Leave:.....	44
10.6 Bereavement Leave:	45
10.7 Personal Necessity Leave:	45
10.8 Jury Duty:	47
10.9 Break in Service:.....	47
10.10 General Leaves:	47
10.11 CSEA Conference Leave:.....	47
10.12 Catastrophic Leave:	47
10.13 Family Care Leave:.....	49
ARTICLE 11 - DRIVER AND AIDE UNIFORMS	51
11.1 Rationale:.....	51
11.2 Uniform Procedure:	51
11.3 Uniform Attire:	51
ARTICLE 12 - CLASSIFICATION AND RECLASSIFICATION	53
12.1 Placement in Class:	53
12.2 Classification and Reclassification:	53
12.3 New Positions or Classes of Positions:.....	53
ARTICLE 13 - TRANSFERS AND PROMOTION	54
13.1 Hiring:.....	54
13.2 Posting of Notice:	54
13.3 Promotions:.....	54
13.4 Medical Transfers:	55
13.5 School District Requested Transfer:	55
ARTICLE 14 - LAYOFF AND REEMPLOYMENT	57
14.1 Reason for Layoff:.....	57
14.2 Notice of Layoff:	57
14.3 Reduction in Hours:.....	57
14.4 Order of Layoff:.....	57
14.5 Bumping Rights:.....	57
14.6 Layoff in Lieu of Bumping:.....	57
14.7 Equal Seniority:	57
14.8 Reemployment Rights:	58
14.9 Voluntary Demotion or Voluntary Reduction in Hours:.....	58
14.10 Retirement in Lieu of Layoff:	58
14.11 Employee Notification to Agency:	58
14.12 Reemployment in Highest Class:.....	58

14.13	Improper Layoff:	59
14.14	Not Disciplinary Action:.....	59
ARTICLE 15 - SAFETY CONDITIONS OF EMPLOYMENT		60
15.1	Agency Compliance:.....	60
15.2	Safety Committee:	60
15.3	Release Time:	60
15.4	No Discrimination:	60
15.5	Safety Load Limits:	60
15.6	Field Trip Training:	60
15.7	Lateral Transfer:	60
15.8	Drug and Alcohol Testing:	61
15.8.1	Types of Testing:.....	61
15.8.2	Testing for Alcohol:.....	62
15.8.3	Alcohol Testing Procedure:	62
15.8.4	Testing for Controlled Substances:	63
15.8.5	Chain of Custody Procedures:	64
15.8.6	Reporting Test Results:.....	64
15.8.7	FMCSA Clearinghouse.....	62
15.8.8	Consequences:	65
ARTICLE 16 - DISCIPLINARY PROCEDURE		67
16.1	Procedure or Disciplinary Action:	67
16.2	General Provisions:.....	68
16.3	Hearing:	69
16.4	Hearing Procedure for Suspensions, and For Cause Transfers, Demotions & Dismissal Only:	70
ARTICLE 17 - GRIEVANCE PROCEDURE		72
17.1	Definitions:	72
17.2	Level I:.....	72
17.3	Level II:	72
17.4	Level III:	72
17.5	Level IV:.....	73
17.5.2	Grievance Appeals Committee:	73
17.5.3	Committee Procedures:.....	74
17.5.4	Costs:	74
17.6	Appeal to the Board:	74
17.7	Miscellaneous:	74
ARTICLE 18 - PUBLIC COMPLAINT PROCEDURE		76
ARTICLE 19 - NEGOTIATIONS		77
ARTICLE 20 - SEVERABILITY		78
ARTICLE 21 - CHECK OFF AND ORGANIZATIONAL SECURITY		79
21.1	Check Off:	79
21.2	Dues Deduction:	79
21.3	Membership Information:	79
21.4	Hold Harmless Provision:.....	80
ARTICLE 22 - COMPLETION OF MEET AND NEGOTIATION		81
ARTICLE 23 - DURATION		82

APPENDIX A

List of Classifications Included in this Agreement

APPENDIX B

Salary Schedule

APPENDIX C

Driver Instructor
Automotive Mechanic III (Journeyman)
Automotive Mechanic II (Apprentice)

Bus Driver
Account Clerk I
Account Clerk II
Clerk Typist
Transportation Aide
Dispatcher
Service Person

APPENDIX D – CLASSIFIED EMPLOYEE EVALUATION REPORTS

Driver Instructor
Automotive Mechanic III (Journeyman)
Automotive Mechanic II (Apprentice)
Bus Driver
Account Clerk I
Account Clerk II
Clerk Typist
Transportation Aide
Dispatcher
Service Person

APPENDIX E

Calculation of Union Dues

PREAMBLE

The parties agree that the purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment as described in chapter 10.7 (Commencing with section 3540) of division 4 of Title 1 of the California Government Code, relating to public educational employment relations; future amendments, and/or successor legislation.

In addition to and separate from the terms of this contract, both CSEA and the West County Transportation Agency acknowledge that they are subject to the applicable provisions of the California Education Code, and other laws and regulations of the State of California and of the United States of America.

ARTICLE 1 - RECOGNITION

- 1.1 The Articles and provisions contained herein constitute a bilateral agreement (“Agreement”) by and between the West County Transportation Agency (“Agency”) and the California School Employees Association and its West County Transportation Agency Chapter #760 (“Association”).
- 1.2 The Agency recognizes the California School Employees Association and its West County Transportation Agency Chapter #760 as the exclusive bargaining representative for a unit of classified employees within the classified service of the Agency in accordance with Appendix A, attached hereto and incorporated herein by reference.*

* NOTE: Appendix A to exclude all Management, Confidential, Substitutes, Short-Term, and Student Employees. Specifically, the Unit to exclude Director, Manager of Operations, Manager of Vehicle Maintenance and Facilities, Manager of Business Services, Transportation Supervisors, and Payroll Supervisor.

ARTICLE 2 - EMPLOYEE RIGHTS

2.1 Personnel Files:

- 2.1.1 The personnel file of each employee shall be maintained at the Agency's central administration office. Employees shall have the right to examine and be provided with copies of any written material before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such materials. The written response shall be attached to the material.
- 2.1.2 An employee shall have the right to examine and/or obtain copies of any material from the employee's personnel file except those which were obtained prior to employment of the employee involved. If authorized by the employee, in writing, the CSEA representative may examine the employee's personnel file.
- 2.1.3 All personnel files shall be kept in confidence and shall be available for inspection with written permission of the employee, only to Agency members and employees of the Agency when actually necessary in the proper administration of the Agency's affairs or the supervision of the employee.
- 2.1.4 Any person who places written material or drafts written materials for placement in an employee's file shall sign the material and signify the date on which such material was drafted, and notify the employee in writing. Any written materials placed in a personnel file shall indicate the date of such placement.

2.2 Evaluation:

- 2.2.1 "Probationary Employee" is a regular employee who will become permanent upon completion of a period not exceeding six (6) months or 130 days of paid service, whichever is longer.
- 2.2.2 Probationary employees shall be evaluated no less than one (1) time during their probationary period by their immediate supervisor.
- 2.2.3 Permanent employees shall be evaluated not less than one (1) time per year by their immediate supervisor.
- 2.2.4 Every permanent classified employee shall be provided with a copy of their evaluation, using the form shown in Appendix D, of performance by the end of each school year by their immediate supervisor.

2.3 Nondiscrimination:

The Agency and the Association shall not discriminate against any employee in the bargaining unit on the basis of race, color, religion, national origin, creed, age, sex, physical handicap, marital status, sexual orientation, membership in an employee organization, or participation in the activities of an employee organization.

2.4 Association Rights:

Appropriate Association personnel may have the following rights in addition to the rights contained in any other portion of this agreement.

2.4.1 The rights of reasonable access during the work day to areas in which the employees work, provided the appropriate Association personnel checks in with the Agency office. Such access shall include, but not be limited to, assigned work breaks, lunch periods, and at other times during the workday which do not interfere with the employees in the performance of their assigned responsibilities and duties. Such access may be limited to designated locations within the work area so long as such designation is reasonable and provides freedom of access for association personnel.

2.4.2 The right to use, without charge, mailboxes, institutional bulletin boards for the posting or transmission of information or notices concerning CSEA matters.

2.4.3 Pursuant to Agency procedures, the right to use, without charge, on site facilities and buildings at reasonable approved times. Such use must be approved by the Director in advance.

2.4.4 The right to be supplied with a complete seniority roster of all bargaining unit employees on the effective date of this Agreement and annually upon request thereafter while this Agreement is in effect. The roster shall indicate the employee's present classification and primary job site.

2.4.5 The right to receive, upon request, one (1) copy of any public budget or financial material submitted to the governing board of the Agency for action.

2.4.6 The right to review, at reasonable times, any other completed public documents necessary for CSEA to fulfill the role as the exclusive bargaining representative.

2.4.7 The right of reasonable release time for the CSEA President or Job Stewards for the handling of grievances, and for the Negotiations Team in order to reach any modification in this Collective Bargaining Agreement, and

Elected Union Officers for union business (as provided for in Cal Ed Code 45210).

2.4.7.1 Full time employees who are on the Negotiations Team shall not be required to return to work after a negotiations session with the Agency that lasts six (6) hours or longer provided that the Negotiations Team members shall meet after the negotiations session to prepare for future negotiations sessions.

2.4.8 The right to conduct a ratification meeting on this Agreement for bargaining unit employees during regular working hours. The time and length of such session shall be set by mutual agreement with the parties making every effort to limit the length of time to be used.

2.5 Contract Issuance:

Within thirty (30) days after ratification of this agreement the Agency shall print or duplicate and provide a copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the Agency at the time of employment. Each employee in the bargaining unit shall be provided by the Agency, without charge, with a copy of replacement pages of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

2.5.1 During the Agency's group orientation meetings with newly hired employees, a CSEA representative will be invited to attend (without pay) to briefly explain the role of CSEA, distribute written material, and be available to respond to employee inquiries regarding CSEA or the collective bargaining agreement. For scheduling purposes, the Chapter Executive Board shall receive advance written notice five (5) business days before each such orientation.

2.6 Handbook:

Upon request, the Agency shall provide a current copy of its handbook to any bargaining unit employee who requests a copy. The Agency shall post and maintain a current copy of the Employee Handbook at each work location whenever it is updated. A dated log in the handbook will detail the nature of the amendment and the date effective after July 1, 2010.

ARTICLE 3 - HOURS AND OVERTIME

3.1 Hours:

Other than Drivers, each bargaining unit employee shall be assigned a fixed, regular and ascertainable minimum number of work hours. The shift time for a bargaining unit position shall be fixed by the Agency at the time the position is created; any change in shift times of a position shall be by mutual agreement between the employee and their Supervisor. If the employee requests the change in shift time CSEA shall be consulted prior to the Agency implementing any such change. If the Agency desires to change the shift time, the Agency will contact CSEA to negotiate the change.

3.2 Workweek:

The workweek as defined by Education Code is Monday through Sunday.

3.3 Adjustment of Assigned Time:

Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. This shall not be effective for drivers in stand-by positions.

3.4 Increase in Hours:

When additional hours are assigned to a part-time position on a permanent basis, the assignment shall be offered to the employee in the appropriate class with the greatest bargaining unit seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of bargaining unit seniority until assignment is made.

3.4.1 Pending final assignment of the additional time, the Agency may assign the time on a temporary basis.

3.5 Lunch Period:

All employees whose regular work shift is five (5) consecutive hours or more shall be entitled to an uninterrupted lunch period which shall not be part of the employee's regular work hours. It shall be scheduled by the employee's supervisor at or about the midpoint of each work shift, and shall be for a minimum of one half (1/2) hour, and a maximum of one hour.

3.5.1 An employee required to work or interrupted to conduct the Agency's business during his/her lunch period shall receive pay or compensatory time at the appropriate rate.

3.5.2 Standby drivers shall be entitled to a ½ hour non-work or lunch period in the middle of the day. The employee may choose not to exercise this entitlement.

3.6 Rest Period:

All bargaining unit employees shall be granted rest periods at the rate of fifteen (15) minutes per four (4) consecutive hours worked. Rest periods shall normally be granted once during each four (4) hours block of work commencing with the beginning of the workday.

3.6.1 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

3.7 Rest Facilities:

Classified employees shall have use of the same lunchroom and restroom facilities as all other Agency employees.

3.8 Regular Hours - Transportation:

Agency routes shall consist of a defined path of travel, with approved stops along the route, picking up students/passengers to transport them to one or more schools and/or transporting students home. The service is approved by a school or school district that has authorized WCTA to provide the service and operates for their entire regular school year or the remainder of the year if initiated after the beginning of school.

3.8.1 Assignment of Daily Bus Routes:

Drivers having achieved permanency to a fixed number of hours at the close of the window period shall not involuntarily lose hours on the basis of route assignments. This section shall not be construed as superseding layoff procedures due to lack of funds or lack of work.

3.8.2 Ten (10) days prior to the beginning of the school year the Agency shall post the route sheets for all routes with the total contract hours and size, type or number of the vehicle assigned and the yard assigned to that route for inspection by the drivers.

Special education routes shall include schools served, students served and estimated number of hours. That information will be prepared at least two (2) days prior to bid day. A route face sheet with student names, addresses and schools served with estimated times shall be completed three (3)

working days prior to the beginning of school so that drivers may do a dry run and write in specific student pick-up and drop-off information.

3.8.2.1 Therapies shall be assigned as equitably as possible given the Agency's need to route students efficiently.

3.8.3 Fifth business day prior to the beginning of the school year the Agency will open the bidding process for all routes by appointment with the most senior driver first, then in order of seniority until all routes have been assigned. Available 11-month positions will be bid on in accordance with Agency needs and in the appropriate order for the following classifications: Bus driver, Class C, and Transportation Aide. The order of bidding shall proceed as follows:

1. Driver instructors
2. 12-month standby bus drivers
3. All other bus drivers
4. Class C
5. -Transportation Aides

3.8.3.1 At the proposed date of bidding from 8:00 a.m. until completed all drivers will bid for routes starting with the most senior driver. All drivers by groups according to seniority will be given an approximately fifteen (15) minute appointment block for their bidding time. Drivers will bid for work in a separate room with maximum time limit of five (5) minutes. Those drivers not present at the time their number is called will be given a maximum of five (5) minutes to report. If the driver is still not present after five (5) minutes have elapsed he/she will not be allowed to bid until after all other drivers have completed the bid process.

Drivers will receive payment for one (1) hour at their regular rate of pay for attending the bid process.

Employees will attend an orientation and in-service program before the start of the school year. Employees will receive payment for the actual time spent in the orientation and in-service.

Transportation Aides, special needs drivers, and Standby Drivers will attend an orientation and/or in-service before the start of the school year. The employees will receive payment for the actual time spent in the orientation/in-service.

3.8.3.2 Drivers unable to attend bidding may place their bidding

instructions in a sealed envelope in the bid box or phone dispatch prior to their designated time of bidding. Failure to do so will result in that driver being passed by. Work remaining after all the above have bid will be available to those “AWOL” drivers only until 12:00 P.M. of the next duty day. After that time, the Agency may fill the remaining positions with other applicants who were not previously regular employees.

3.8.3.3 Drivers may bid on any combination of work up to, but not over, eight (8) hours per day. If at any time during that school year the work increases to more than eight (8) hours and it is comprised of more than an AM/PM combination, the driver will need to relinquish the shortest of the additional routes to reduce to eight (8) hours or less. Drivers may exercise their bumping rights as outlined in this agreement.

3.8.3.4 Drivers may only bid on routes that they are available to do every day. If a driver’s personal schedule changes (college etc.) and that driver is no longer able to do their route one afternoon per week, for example, the driver may not bid on the route and will be required to relinquish the route if that occurs at any time during the school year. Bumping rights will not apply.

3.8.3.5 Drivers will also bid on their bus and site in conjunction with bidding on the route(s). Some routes will already have a specific bus assigned if the Agency needs a specific bus on that route. Most routes will have bus types identified by the passenger capacity necessary for that route. If a specific style, size or make of bus is required for a route it will be noted on that route. A specific group of buses will be labeled as “spare” buses and will not be part of the available pool for bidding. Drivers shall only be able to bid for buses for which they are licensed and “proficient” as per 13CCR1229.

3.8.3.5.1 For the purposes of identifying the official workdays for bus drivers, van drivers, standby drivers, and bus aides, the Agency will create and utilize a calendar called the “10-month, 11-month, and 12-month Standby.”

The 10-month calendar will consist of no more than 190 work days, and no less than 175 work

days, and will be set by August 1 for each new school year. The calendar will be presented for negotiations annually.

The 11-month calendar will be set by August 1 for each new school year. This calendar will be utilized to identify the working days for 11-month positions. 11-month positions will be bid on in accordance with Agency needs and with Article 3.8.3. The calendar will be presented for negotiations annually.

The 12-month Standby calendar will be set by August 1 for each new school year. This calendar will be utilized to identify the working days for 12-month Standby positions. 12-month Standby positions will bid on start times in accordance with Agency needs and with Article 3.8.3. The calendar will be presented for negotiations annually.

3.8.3.6 Work that is not driving in nature will not be bid on during this process, but will be hired through the Agency's regular hiring process. Other work will be assigned through the extra work process addressed elsewhere in this agreement including in Article 3.10.

3.8.3.7 Routes will be bid at their actual time, which may mean that some routes are less than four hours per day. Class C Van Drivers will be guaranteed five (5) hours per day. Regular education route drivers will be guaranteed five (5) hours per day, and special education route drivers (who hold a school bus special certificate) will be guaranteed six (6) per day. Drivers not driving during their guaranteed time are expected to remain on Agency property and remain available to be assigned other duties within the job description, including additional driving work. Routes will be written (timed) so that a stand-by driver, unfamiliar with the route, could accomplish it on time.

3.8.3.8 Drivers and stand-by drivers will be able to claim additional time on their supplemental payroll claim form for: 1) checking out a different bus at the request of the Agency; 2) bus breakdown on the road or failure to pass pre-trip inspection that requires additional time beyond the route time; 3) accident that requires additional time beyond the

route time; 4) student emergency or discipline situations that require additional time beyond the route time. Additional route time on supplemental payroll claim form may be signed by a Dispatcher or Instructor and shall be approved by the appropriate Agency supervisor.

3.8.3.9 Drivers shall be notified of all supplemental entries disputed by management a minimum of three working days before being submitted for payment.

3.1.1.1.1 3.8.3.9.1 If special education student(s) are added to a special education route and it creates an unsafe condition for the unit member(s) or other student(s) on the route, the unit member(s) shall communicate to the Transportation Supervisor of Special Needs. The Transportation Supervisor of Special Needs shall determine whether there is an unsafe condition. If the Transportation Supervisor of Special Needs determines an unsafe condition exists they shall initiate a resolution to the unsafe condition within one business day, with final resolution to be made as soon as possible. In the absence of the Transportation Supervisor of Special Needs, the unit member(s) shall bring the unsafe condition to the attention of the Manager of Operations. If both the Transportation Supervisor of Special Needs and the Manager of Operations are unavailable, the unit member(s) shall bring the unsafe condition to the attention of the Executive Director. If a bargaining unit member does not agree with the decision by the Transportation Supervisor of Special Needs (or their substitute in their absence), the bargaining unit member may appeal the issue to the Executive Director; the Executive Director will definitively rule on the issue.

3.8.3.9.2 Drivers shall receive written notice of route changes and an updated route sheet no less than two (2) working days prior to implementing the change.

3.8.3.10 Standby drivers will report at 5:00, 5:30, or 6:00 AM, and must accept a PM route that starts prior to 3:30 PM. Pay for

that day will be based on the above AM report time. Standby drivers will report in the afternoon at a time requested by Dispatch that morning, providing that the PM route begins before 3:30 PM, and will record that time on their timesheet. All work is reported on a supplemental timesheet with an eight (8) hour per day contract time. Standby drivers must be available and willing to accept any assignment.

3.8.3.11 For the purpose of bidding only, bus drivers who are on any type of unpaid leave of twelve (12) months or greater or are on a 39 month reemployment list shall have their seniority placement frozen at the time of commencement of the leave. As bus drivers on the seniority list leave employment with the Agency who have greater seniority than the bus driver who is on unpaid leave lower seniority bus drivers shall move ahead on the list to replace those drivers who have left the Agency.

3.8.4 At commencement of each school year or at the commencement of the first bid for the route, there will be a window period on the routes which will expire at the end of the last work day in September. From the time of bidding and through the September Regular and Supplemental payroll, drivers' work agreements and salary will be based on the time of the original route bid. During the window period, the routes and the hours of the routes may be changed. Five days prior to the conclusion of the window period, the Agency shall post an updated list of all routes, times and drivers assigned to each route. At the conclusion of the window period the hours of the routes will be set except as set forth below:

3.8.4.1 During the course of a year the route may be changed to the extent that the hours are decreased by one hour or more. In such cases, the driver so assigned may bump into another route where the driver is less senior.

3.8.4.2 At the conclusion of the window period, drivers may exercise their bumping rights only for a decrease to their daily contract time of more than one hour. The drivers interested in exercising their bumping rights must do so in writing within five working days of the end of the window period.

3.8.4.2.1 The window period bumping will proceed as follows:

Five working days after the end of the window period, a list will be established with the names

of each driver requesting to bump, in seniority order. Drivers will be contacted individually by phone or in person (messages do not count) in order of seniority and may bump any driver below them on the seniority list. Each driver will be given until the close of business the next work day to respond and identify their bump. The driver who has been bumped will be contacted to notify them of this bump. The driver who has been bumped will be inserted in the list in their proper seniority order. In a similar fashion, each individual who has requested a route, or who is affected by the bump will be allowed to bump into a new route in seniority order. This bumping process will occur in the fewest number of days possible. Once all of the bumps have been completed, the Agency will establish the day on which these drivers will assume their new routes. Drivers will have an opportunity to dry run the route outside of regular route times. Routes will remain at the bus yards they were originally bid, unless student changes would dictate a change of bus yard. Drivers may select their original bid bus, or the bus assigned to the route or an unassigned bus, provided that the bus is appropriate for the route. Drivers will not have the opportunity to go back to their previous route once the bump is completed.

3.8.4.2.1.1 When a bumped driver is contacted to select a new route, that driver will be given until 4:30 p.m. of the next work day to select a route. If that bumped driver is absent due to the following causes: illness, approved leave, bereavement, and medical emergency, the bumping will be suspended and the driver will have until 4:30 p.m. of the day that the driver returns to select a route.

3.8.4.2.1.2 When a driver knows that they may be on an extended leave during the bumping process, they may designate in writing any Agency employee to act as a proxy to select

a route on their behalf.

3.8.4.3 After the expiration of the window period, routes may be changed but the driver will continue to be paid for the hours set at the close of the window period, provided the change is less than one (1) hour.

There are several special education student placements, or regular education student placements that are determined to be temporary for homeless or foster students. Temporary shall be defined as 90 work days or less. Such portions of a driver's bus route will not be included in the drivers "contract" time, and therefore, the deletion of such student's service will not allow a driver to bump as described below. Placements that exceed 90 work days shall become part of the contract hours for that route.

If the route has decreased by more than one (1) hour after the window period has closed, the driver shall be notified in writing by the direct supervisor, and the driver will continue to be paid at the previous time for a period of no more than ten (10) working days. Within five (5) working days after the change, the driver shall notify the Agency in writing of his/her intent to bump. If no changes have occurred to increase the driver's time to their most recent contract time at the end of business on the tenth day, the driver will be allowed to bump.

The driver may bump into any route of any driver that is below him/her in seniority. The driver will retain their assigned bus where possible; where it is not possible, the driver will assume the bus that is utilized for the route the driver bumps into. If the driver is not licensed to drive that bus, they will not be allowed to bump into that route and will select another route to meet the above criteria. If the driver is not proficient on this bus, the Agency must provide priority proficiency training for the driver. If the driver will not become proficient on the necessary vehicle, then the driver will not be allowed to bump into that route and will select another route to meet the above criteria.

After that bump, the Agency will immediately notify the displaced driver of the day and time that they will no longer be driving their route. The notice from the Agency shall include the day and time that the displaced driver must select a route. That driver will then be able to bump into any route

of any driver that is below him/her in seniority. The driver will retain their assigned bus where possible. Where it is not possible, the driver will assume the bus that is utilized for the route the driver bumps into. If the driver is not licensed to drive that bus, they will not be allowed to bump into that route and will select another route to meet the above criteria. If the driver is not proficient on this bus, the Agency must provide priority proficiency training for the driver. If the driver will not become proficient on the necessary vehicle, then the driver will not be allowed to bump into that route and will select another route to meet the above criteria.

If there is a day or two that the driver does not have an assigned route, the driver would be required to cover any route assigned by Dispatch and paid at a minimum at the previous contract time.

Rather than bump another driver, a driver may select a standby position. If there are no routes into which a driver can bump, they will be allowed to assume a standby position.

3.8.5 Routes that open mid-year will be posted within five (5) work days. Bidding for a vacant route shall take place no less than five (5) working days after notice at each site. The driver will be eligible to go back to their old route if no one has taken that route after the bidding process has been finalized.

3.8.6 The above provisions do not supersede the responsibilities of either the Association or the Agency with regard to layoff or reduction in hours except that the Agency shall not have an obligation to negotiate a reduction in hours during the window period unless a driver with high seniority has no option to bump.

3.9 Overtime:

3.9.1 Overtime is defined to include any time worked in excess of eight (8) hours in any one day, or any time worked in excess of forty (40) hours in any established workweek.

3.9.2 All overtime hours, as defined in this Agreement, shall be compensated for at a rate equal to time-and-one-half (1-1/2) times the appropriate rate of pay of the employee; any work required to be performed on any legal or local holiday as provided for in this Agreement shall be compensated for in addition to the appropriate pay received at a rate equal to one and one-half times (1-1/2 times) the appropriate rate of pay of the employee.

3.9.3 For employees having an average workday of four (4) hours or more during

the workweek, overtime shall include any time required to be worked on the sixth (6th) and/or seventh (7th) workdays of the workweek.

3.9.4 For employees having an average workday of less than four (4) hours during the workweek, overtime shall include any time required to be worked on the seventh (7th) workday of the workweek.

3.9.5 The Agency shall attempt to distribute overtime in excess of two (2) hours on a rotation basis among all employees currently working in the classification in which the overtime is available in order for all employees in each department to have an equitable opportunity of accepting or refusing overtime assignments.

3.10 Supplemental Hours:

3.10.1 The Agency shall be responsible for the assignment of all assignable extra work as outlined in this Article to all regularly employed drivers.

3.10.2 All employees who wish to be placed on a roster(s) will sign the appropriate rosters. These lists will be organized in order of seniority and are available in the Operations Office.

3.10.3 Three separate extra work rosters will be established as follows:

- a. School day trips
- b. Weekend/holiday trips
- c. Evening trips where return time is 5:00 p.m. or later.

3.10.4 An attempt will be made to assign trips to drivers in their assigned bus; however, for groups that require a higher capacity (a bus with luggage space, etc.); the trip will be assigned with the appropriate bus. Drivers not proficient in every bus in the yard, it is understood, will offer the less flexibility in assigning them trips. Proficiency is defined by 13 CCR 1229 "Motor carriers shall require each driver to demonstrate that the driver is capable of safely operating each different type of vehicle or vehicle combination (i.e., vehicles with different controls, gauges, of different size, or requiring different driving skills) before driving such vehicle(s) on a highway unsupervised. The driver's capability to operate the vehicle shall include special equipment such as wheelchair lifts, ramps, or wheelchair tie downs." Proficiency shall include, but not be limited to, the ability to drive 78/79 and 87 passenger buses. The driving skills referred to above may be proficiency in the city driving, rural driving, mountain driving and the like. Proficiency shall be determined by the Driver Instructor(s) and demonstration of proficiency of vehicles different from that driven on a daily route may be required every two (2) years.

- 3.10.5 Drivers signing a work roster understand that they shall be willing to accept all work assigned. On the day of the trip, any assigned trip may be reassigned or shuttled depending on the need of the Agency to cover regular routes. A special education driver may request to have a portion of the trip shuttled (if possible). The Agency will attempt to schedule trips for special education drivers that do not conflict with their route time to minimize this effect. If a trip is canceled or completely reassigned as described above within four (4) hours of the trip time the driver will be offered the next available trip.
- 3.10.6 The driver will not suffer any loss from their normal contract hours if the assignment is altered as follows:
1. Athletic trip where coach determines no return bus is necessary.
 2. Driver was relieved of their a.m. route (13 CCR 1212 and 1213) and later the trip was shortened making relief of the a.m. route unnecessary.
- 3.10.7 The Agency shall be notified of approved days off in writing and shall bypass drivers for an assignment on days they have requested off.
- 3.10.8 Work will be assigned so that each person on each roster, over the course of the school year, will receive one assignment for each rotation of the roster, but not necessarily in sequential order (flexible rotation). Assignments shall be made five (5) business days prior to the assignment date whenever possible. The rotation will be posted showing work assigned and if it is accepted or refused. Assignments made within 24 hours of the work may be assigned to any driver available for that work, and will be offered individually to drivers over the air by individual calls by rotation, but not by "all call." Substitute school bus drivers will be assigned to such work only if no regular employee accepts the work. Assignments may be made verbally.
- 3.10.9 Should any driver refuse an assignment, the re-assignment will be made as soon as possible to another driver honoring the rotation roster.
- 3.10.10 Except as provided in paragraph 3.10.11, drivers will be charged with a rotation assignment if:
- a. The driver accepts the assignment.
 - b. The driver refuses the assignment.
- 3.10.11 Drivers will not lose their turn in rotation if:
- a. The assignment is canceled or rescheduled.
 - b. The driver accepts the assignment that has been assigned less than

- c. 24 hours prior to the work.
 - d. The driver refuses the assignment that has been assigned less than 24 hours prior to the work.
 - e. The driver is ill or absent the day of the work or the day prior to the work.
 - f. The assignment will cause the individual to lose overall hours/wages for that day.

- 3.10.12 Trading trips will be allowed under the following circumstances:
 - a. Any trades need to be approved by the Agency at least one day in advance.
 - b. Drivers have no obligation to trade once they are assigned a trip. This is designed so that drivers do not feel pressured to trade with anyone.
 - c. Traded trips should be relatively equivalent in type and length.

- 3.10.13 The Agency reserves the right to assign afternoon athletic trips or trips that exceed sixteen (16) hours of on-duty time to any driver including licensed individuals in non-driving positions. Management, and substitutes may be assigned to the trip when no bargaining unit members are available.

- 3.10.14 All shuttles will be paid based on the actual driving time.

- 3.10.15 A substitute or stand-by driver will be assigned the home-to-school and/or the school-to-home route in order to free the regular driver for an assigned field trip that conflicts with their regular run or would cause the driver to exceed the sixteen (16) hours work day limit, or eight (8) consecutive hours off duty.

- 3.10.16 No driver will be relieved of their route to accept non-driving work or non-field trip work.

- 3.10.17 Notwithstanding any other provisions, if a special trip requires an off-the-clock hotel room stay in compliance with 13 CCR 1212, 1212.5 and 1213, the Agency shall be relieved of the obligation of payment for a minimum of eight hours from the time a bus driver is relieved of duties until the time duties are resumed. Any driver assigned an off-the-clock hotel room stay shall be entitled to a \$75.00 stipend for the entire trip. Drivers will receive the "Overnight Field Trip Guide for Bus Drivers" when they are assigned such trips.

- 3.10.18 All books, logs and materials regarding extra work/supplemental assignments will be available for inspection upon request of the Bargaining Unit's Chief Job Steward. All supplemental assignments, whether or not

the hours are charged to a driver, will be posted on the assignment board when they are accepted and/or worked by a driver.

3.10.19 Drivers may wash the exterior of their bus no more than once per week and will be paid at that driver's regular rate of pay for the actual time it took to wash the bus up to forty-five (45) minutes. To compensate for the occasional "extra dirty bus" of either the exterior or the interior, a driver can be paid for additional time with prior approval from the Agency.

3.11 Call In Time:

Any employee who was not scheduled to work on a particular day and agrees to work that day shall be entitled to receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement.

3.12 Right of Refusal:

Any employee may have the right to reject any offer or request for overtime or call back, on call, or call-in-time, including any additional or different route assignment.

3.13 Standby Time:

All standby time which is designated to be paid shall be compensated as regular hours worked and shall be compensated at the appropriate rate of pay.

3.14 Call Back Time:

Any employee agreeing to be called back to work after having completed their normal AM and PM work shift and having left all Agency work sites, shall be entitled to receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement.

Drivers who are on duty and are asked and agree to provide additional service that is contiguous to their regular work agreement will not be eligible for call back time.

For bus drivers, any call back time after the morning route and prior to the afternoon route will be compensated at a minimum of one hour. Bus drivers who choose to remain at an Agency work site between their AM and PM route are not entitled to call back time. Drivers who have an authorized park-out or drivers who leave their bus yard will be entitled to not less than one hour call back time.

3.15 Distribution of Agency Vehicles For Mechanic Positions:

3.15.1 Distribution of the Agency's vehicles, (buses, shop vehicles, agency cars, and equipment) shall be divided into the number of mechanics positions the Agency has. These blocks of equipment shall be determined by the assigned numbers in the following manner:

Block#	1	2	3	4	etc.
Assigned	1	2	3	4	
Vehicle	5	6	7	8	
Numbers:	9	10	11	12	etc.

3.15.2 This method is to be used for all Agency vehicles. Each block shall be assigned to the mechanics positions by a lottery style (drawing from the hat) of block numbers. The drawing will continue until each mechanic has a new block (cannot draw the same block that the mechanic was previously assigned to).

3.15.3 The block drawn by each mechanic shall be their responsibility for duration of two (2) years with a year beginning July 1st and ending June 30th.

3.15.4 The block drawing shall begin with the most senior mechanic and the drawing shall proceed to the mechanic having the next most seniority, proceeding through the mechanics, in seniority order until the last mechanic has his/her block.

3.16 Bidding on Assignments for Mechanic III, Mechanic II, Router/Scheduler, Service Person and Dispatcher:

At the beginning of each school year, there shall be a bidding process for the Mechanic III's, Mechanic II's, Routers/Schedulers, Service Persons and Dispatchers. Each Mechanic III, Mechanic II, Router/Scheduler, Service Person and Dispatcher shall bid, by seniority, for the available shifts in their respective classifications.

3.17 11-month employees are required to be available to work for the entire route which they bid for during the Extended School Year session. Employees who violate the provisions of Article 5.7 will be removed from the 11-month Seniority List for one (1) year. If the employee in violation desires to work the subsequent ESY session, he/she will be required to bid with the 10-month employees.

3.18

3.18.1 Prior driving a Class C vehicle. Class C Drivers shall receive a minimum of five (5) hours of Class C Driver class instruction conducted by the Agency.

3.18.2 If there are more school bus drivers bidding on routes than there are school bus routes available, by seniority the school bus drivers will be permitted to bid on a Class C Van route and have that route transitioned into a school bus route.

3.18.3 If there is extra work available that could be completed by a Bus Driver or Class C

Driver in the same amount of time, the Bus Driver will get priority to the extra work.

ARTICLE 4 – PAY AND ALLOWANCE

4.1 Appropriate Rate of Pay:

The appropriate rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix B, which is attached hereto and by reference incorporated as a part of the Agreement.

4.1.1 Out of Classification Pay

When an employee is temporarily assigned hours and duties of a higher classification, the employee shall be compensated at the higher rate for the entire period the employee is assigned to work in that classification. The employee shall be compensated at the lowest step of the higher class which affords the employee at least a five (5) percent increase.

4.1.2 Evening Shift Differential Pay

Effective July 1, 2017, employees who work an evening shift where their regularly-scheduled end-time is 7:00 p.m. or later shall receive an evening-shift differential pay of \$0.75 per hour above their base pay for hours worked (leaves and vacation time shall be paid at the current pay rate of when the leave or vacation time is taken).

4.1.3 Bilingual Stipend

Effective July 1, 2017, the Agency will pay a \$1,000 stipend per year for a full-time, twelve month employee (pro-rated for part-time or 10 month employees) to unit members who are designated by the Agency to communicate in Spanish and to translate between Spanish and English, both verbally and in writing. To qualify for the bilingual stipend, unit members must be able to speak and write English and Spanish fluently, including professional speaking and writing. The Agency will establish minimum standards for bilingual and translation services in the form of a written and/or oral examination. To be eligible for the bilingual stipend, unit members must pass the written and/or oral examination and be designated by the Agency to perform translation services.

4.1.4 Specialized Certificate Stipends

Employees who obtain a Specialized Instruction Certificate and are designated by the Agency will receive a \$1,000 stipend per year for a full-time 12-month employee (pro-rated for less than 12-month employees). To qualify for the stipend, unit members must have a valid certificate from: the American Red Cross First Aid/CPR/AED, CPI, or Special Needs De-escalation.

4.2 Placement/Advancement on the Salary Schedule:

Placement upon the Classified Salary Schedule (Appendix B) shall be based upon the following:

4.2.1 New employees with no prior experience in the job for which hired shall be initially placed on the first step of the appropriate salary range.

4.2.2 Effective July 1, 2017, experienced workers who are offered employment with the Agency will be moved into the Agency's salary schedule at a step not to exceed their current years of experience. Their seniority will reflect the date of hire with the Agency. Their movement on the Agency's salary schedule or experience schedule will follow the Agency's increments from the point at which they are placed on the schedule.

4.2.3 Bargaining unit employees shall advance one step on the salary schedule each year on their anniversary date until the top step of the salary schedule is attained with the exception of experience steps.

4.2.4 Experience steps after the first five annual steps shall be at seventh, tenth, twelfth, fifteenth, seventeenth, twentieth, twenty-second, twenty-fifth, twenty-seventh, and thirtieth years, and each step shall be calculated at three percent (3%) above the previous step.

4.2.5 There shall be a shift differential of 5% of base pay for all hours worked on "Cool School" routes and "Activity" routes for all drivers affected.

4.3 Pay Frequency:

All employees in the bargaining unit shall be paid once per month on the last working day of the month based on assigned calendars in Article 3.8.3.5.1. All supplemental payroll checks shall include an explanation of payment.

4.4 Mileage:

Any employee in the bargaining unit required by his/her supervisor to use his/her vehicle on Agency business shall be reimbursed at the rate permitted by IRS regulations.

4.5 Medical Examination:

The Agency agrees to provide the full cost beyond the employee's health coverage of any medical examination required as a condition of employment or continued employment.

4.6 Cancellation of Trips:

When a field trip is cancelled within thirty (30) minutes of the start of the field trip, two

hours pay at the appropriate rate of pay will be paid to that driver.

4.7 Pay While On Stand-By During Trips:

Bus drivers on special trips, including but not limited to athletic events, field trips, and curricular trips who are required to remain on stand-by for the duration of the event for which the special trip is made, shall be paid for all standby hours at their appropriate rate of pay.

4.8 Vehicle Unavailability:

Whenever, as the result of the unavailability of Agency vehicles for which they are licensed to drive due to mechanical or other malfunctions or any other reason, a bus driver regularly scheduled to work is unable to work, he/she shall receive pay at the rate he/she would have received for that day.

4.9 Meals:

Any employee in the bargaining unit who, as a result of a work assignment to/from a conference and/or an activity trip, must have meals during work hours away from the Agency, shall be reimbursed in accordance with the following provisions. An itemized receipt must be provided along with the claim/reimbursement form. A bus driver may purchase the meal at a store prior to leaving on the trip. Reimbursement rates are as follows:

- Breakfast \$13
- Lunch \$13
- Dinner \$23

The reimbursement amounts provided above may be combined if a trip falls over two (2) meal periods.

In order to be eligible for reimbursement, unit members must submit itemized receipt(s) and the Agency form within 30 calendar days of the purchase. Meals will be supplemented for four (4) or more continuous hours worked or driven.

Unit members may not submit requests for reimbursement for meals provided by the sponsor, meals included in hotel or conference fees, meals included as part of transportation costs (such as airline tickets), meals that are otherwise provided as part of the assignment, or meals that are purchased after the employee's work time has ended.

4.10 Lodging:

The Agency will make and pre-pay for lodging arrangements when a bus driver has an off-the-clock hotel room-required (in compliance with 13 CCR 1212, 1212.5 and 1213) field trip.

Lodging arrangements for other classifications (for training or conferences) will be made

by those employees with approval of the Agency. The Agency will reimburse the employee for these expenses.

4.11 Employee Training Payments:

4.11.1 Agency in-service training shall take place during regular working hours at no loss of pay or benefits to employees. Those employees whose workday does not coincide with the in-service program shall be reimbursed at the full appropriate rate of pay for such time spent at the in-service training program.

4.11.2 Employees participating in required Agency in-service training and safety programs shall be paid at their appropriate rate of pay. Should the in-service training and safety programs exceed the normal eight hour workday or the normal 40 hours workweek, the employees shall be paid the overtime rate of one and one-half times the employees' appropriate rate of pay.

4.11.3 The Agency will provide unit members with reimbursement of California Highway Patrol (CHP) certificate fees and California Department of Motor Vehicle (DMV) licensing fees. Every reasonable effort will be made to schedule testing appointments that do not conflict with the unit member's shift time. Unit members shall be in paid status for renewal testing up to one (1) hour for the written test and up to two-and-a-half (2 ½) hours for the behind-the-wheel test, once every renewal period as provided by law. Unit members requiring additional time for renewal testing may utilize personal necessity time for absences due to the above testing.

4.12 Certificate Stipends:

Effective July 1, 2017, employees who maintain throughout the school year one or more of the following certificates above what is required in their job description will receive a \$500.00 per year stipend. Employees are limited to no more than two (2) \$500.00 stipends (\$1000 total) maximum. Certificates that qualify for this stipend are limited to: 1) school bus driver's certificate; 2) Delegated Behind the Wheel Instructor certificate; and 3) Bus Driver Instructor certificate.

4.13 As-Needed Driver Instructors:

4.13.1 Effective July 1, 2016, the Agency will pay a 10% premium for hours spent performing driver training duties for any Bus Driver who holds the State's Delegated Behind the Wheel Instructor Certification.

4.13.2 Effective July 1, 2016, the Agency will pay a 20% premium for hours spent performing driver training duties for any Bus Driver who holds the State's Bus Driver Instructor Certification.

- 4.13.3 Only unit members in the Bus Driver classification are eligible for premium pay under this Article 4.13.
- 4.13.4 Work performed under this Article 4.13 does not qualify for out-of-classification pay.
- 4.13.5 Bus Drivers must submit a timesheet for the above work assigned by the Agency.

4.14 Safety Equipment:

All shop personnel will be reimbursed up to \$200 annually for the purchase of approved safety boots. Boots shall meet all applicable safety codes and shall be used while working at West County Transportation Agency. The Agency will supply and distribute necessary safety items determined needed to insure on-the-job employee safety. The Agency will supply uniforms and coveralls for shop personnel.

- 4.14.1 Effective with expenditures on or after September 1, 2013, Employees in the Mechanic, Mechanic II, Lead Mechanic, and Service Person classifications shall be reimbursed up to \$125 for rain gear and for rain boots, every other year. School bus drivers contracted to a wheelchair bus route and standby drivers with wheelchair students shall be reimbursed for a raincoat or poncho up to \$50 every other year. Transportation Aides shall be reimbursed for a seat cushion up to \$50 every other year.

4.15 Mechanic Training and Certification:

It is the intent of West County Transportation Agency to ensure that our vehicle mechanics receive career training, technical knowledge and achieve proficiency in

their responsibilities to ensure the mechanical safety of our school buses and the other vehicles that we repair and maintain.

- 4.15.1 Employees hired after the date of ratification of this agreement in the Mechanic II position shall enroll in courses of instruction at Santa Rosa Junior College Diesel Equipment Technology Program, or have completed similar courses of study with the same basic criteria at a trade school. Class designations shall be updated as the Santa Rosa Junior College updates its delegations:

- DET 179: Diesel Shop Practices
- DET 181: Preventive Maintenance and Inspection
- DET 184: Mobile Hydraulics
- DET 185: Heavy Duty Chassis and Undercarriage Systems
- DET 188: Heavy Duty Power Trains
- DET 189: Heavy Duty Equipment Electrical Systems

The Agency shall adjust the employee's shift to accommodate for attendance of the courses at Santa Rosa Junior College. The employee will continue to work five days per week, 8 hours per day, except on the day of each class s/he may take up to one (1) hour off duty for study or preparation time. The employee shall be expected to complete the six listed courses within a four year period from being hired into the Mechanic II position, providing the course offerings allow for this schedule.

The Agency shall immediately reimburse the employee for all class fees, textbooks, permits and all other related expenses for successful completion of the course. The employee shall furnish the Agency with all receipts for reimbursement purposes.

The employee will be responsible for reimbursing the Agency should they not successfully complete each course with a passing grade or better, by check, or by written agreement for payroll deduction, unless other financial arrangements have been agreed upon between the Agency and the employee prior to enrollment.

Upon successful completion (C or better) of each course of study listed above, or with a certificate from a trade school course, with the same basic criteria, or better, the incumbent shall receive a 1% increase to their base pay. In addition the employee(s) in the Mechanic II Position(s) may voluntarily enroll in all courses for the SRJC Diesel Equipment Technology Career Certificate Program with the same reimbursement schedule listed above.

After successful completion of the Certificate Program or with a certificate from a trade school course, with the same basic criteria, or better, the employee shall be paid a total of 20% above the base Mechanic II salary schedule.

4.15.2 Automotive Mechanics (Lead Mechanic and Mechanic III) shall maintain professional technical expertise as follows:

- Ensure compliance with Title 49, Section 396.19 Inspector Qualifications
- Attendance and participation in related in-service and technical training programs.
- The Agency shall pay for all registration, or class fees, and transportation for in-service and technical training programs, as well as the employee's wages for time involved with in-service and technical training programs.

Automotive Mechanics shall have the opportunity to voluntarily enroll in one of the following ASE test series:

- School Bus Test Series (7 Certifications)
- Medium/Heavy Truck Test Series (8 Certifications)

- Automobile/Light Truck Test Series (8 Certifications)

The Agency shall pay for the registration for ASE tests at the time of registration. The Agency will provide all required study materials necessary for the ASE test preparation. The employee will be allowed to utilize all Agency resources to study for the tests. The employee will be expected to accomplish the study on their own time.

At the completion of each test the employee shall receive a 1% salary adjustment above the base salary of the Automotive Mechanic.

At the completion of all tests required by ASE to achieve Master Mechanic status, the employee shall receive a 4% salary adjustment in addition to the increases noted above. Failure to maintain the ASE certification(s) shall result in a loss of the salary adjustments described above.

- 4.15.3 Employees in the Vehicle Maintenance Office Technician I and Vehicle Office Technician II classification shall have the opportunity to voluntarily enroll in the following ASE test series:

Parts Specialist (two certifications)

The Agency shall pay for the registration for ASE tests at the time of registration. The Agency will provide all required study materials necessary for the ASE test preparation. The employee will be allowed to utilize all Agency resources to study for the tests. The employee will be expected to accomplish the study on their own time.

At the successful completion of each test the employee shall receive a 1% salary adjustment above the base salary of the Vehicle Maintenance Office Technician I for all hours worked in that classification.

Failure to maintain the ASE certification(s) shall result in a loss of the salary adjustments described above.

4.16 Access to Tools:

The Agency will establish a mutually agreed upon list of the minimum necessary tools for school bus mechanics. Each Mechanic shall be responsible for acquiring their own general mechanics toolset according to the established list. The Agency will have a general mechanic's toolset that will be available for those employees as they are acquiring their own tools within the first three years of employment. That set of tools will also be available to the Service Person and Substitute Mechanics or Substitute Service Persons or any other Agency employee who may require the use of a tool. The Agency will also purchase all specialty tools or power tools deemed necessary by the Agency with input from the Mechanics for the types of vehicles and equipment the Agency maintains. Mechanics will

not be responsible for the normal wear and tear of this equipment, but would be responsible of the willful abuse or misuse of a tool or piece of equipment. The tools and equipment purchased by the Agency will remain the property of the Agency. Mechanics shall maintain an up to date tool inventory list. Mechanics must submit the list to the Agency which will verify the list within ten (10) days. The Agency will be responsible for replacement, at full replacement value, for any tools on the Mechanic's verified inventory list that are stolen from the Agency's property.

4.17 Mechanics Tool Replacement Allowance:

4.17.1 Effective July 1, 2017, in an effort to assist mechanics in the repair or replacement of their tools used in the course of Agency employment, the Agency will pay each Lead Mechanic, Mechanic III, and Mechanic II an annual stipend of \$324. The stipend amount will be adjusted annually by the percentage salary increase during the term of the Agreement and cannot be opened for renegotiations.

4.17.2 In addition to the stipend in 4.17.1, effective July 1, 2017, the Agency will reimburse each Lead Mechanic, Mechanic III, and Mechanic II up to \$500 per fiscal year for costs of repairing, replacing, or maintaining their tools used in the course of Agency employment. To receive reimbursement, the employee must submit reimbursement requests supported by proper documentation within 30 days of incurring the cost.

4.18 Training:

The Agency shall provide training for all unit members. The Agency will provide a form for school bus drivers and instructors to request and document behind-the-wheel or classroom training.

All unit members are encouraged to identify educational courses, classes or certifications that enhance their ability to complete their job duties, and present such opportunities to their supervisor. Upon advance approval from their supervisor, unit members may attend such courses, classes, or certifications at Agency expense.

4.18.1 Employees in the Transportation Aide Classification shall receive general training regarding the nature and variety of their duties and specific training relative to the medical or behavioral condition of the students for which they are responsible.

4.19 Route Splitting:

The Agency shall pay one (1) additional hour's wages, in addition to a driver's/standby driver's/transportation aide's contracted hours and extra driving time, when the driver/standby driver/transportation aide has been requested and has agreed to transport additional students from another contracted route, which has been split up for that run due to a shortage of drivers, transportation aides, or buses. The additional one hour's wage will

be paid regardless of the number of routes from which they came. The amount paid for each of a morning, mid-day, afternoon or evening route will be one additional hour. This additional one hour's wage will also be paid to a driver/standby driver/transportation aide who agrees to have their route split up so they can drive/transport students on another route (i.e. special education route driver).

4.19.1 The additional hour paid for route splitting route shall apply under the following conditions:

- A route needs to be split up due to lack of vehicle or driver.
- The driver/standby driver/transportation aide taking on the additional students shall have at least two (2) of their routed students from their run at the same time with the new students.
- There must be at least two (2) students from the split up route that rides on the route of the driver/standby driver/transportation aide taking on additional students.
- If, as a result of a route split, a driver/standby driver/ transportation aide on a wheelchair route picks up one (1) additional wheelchair student at the same time as they have their regular wheelchair student(s) on the bus.

4.20 Drug/Alcohol Testing:

Unit members shall be paid a minimum of one hour or actual hours spent (whichever is greater) for time spent in transit to and from the drug/alcohol testing site and time spent for the mandatory drug/alcohol test. The unit member will either be reimbursed for mileage or be provided the use of an Agency vehicle for drug/alcohol testing at the discretion of Agency management. Reimbursement for cancellation fees for medical and dental appointments resulting from mandatory drug/alcohol testing shall be reimbursed up to a maximum of \$75.00, subject to proof of payment and verification by the executive director.

ARTICLE 5 - SUMMER WORK

- 5.1 The language in this section will govern the work of drivers during the summer. There will be no window period for bus routes and all work is paid on a supplemental time sheet.
- 5.2 The Agency will announce the proposed date and time of bidding for summer bus routes. If summer routes are not available prior to the end of the regular school year, the notification will occur prior to the end of the regular school year.
- 5.3 Interested drivers should be present at the outset of the bidding period. Drivers will be called into the Dispatch office in seniority order. If a driver is not present at the time they are called, the Agency will wait five minutes. If the driver still is not present after five minutes have elapsed, he/she will not be allowed to bid until after all other drivers have completed the bid process. Drivers will receive payment for one (1) hour (at their regular rate of pay) for attending the bidding process, if they successfully bid a route. Drivers who attend, but do not bid because no more routes are available, will be paid the one hour for bidding. The order of bidding shall proceed as follows:
1. Driver instructors
 2. 12-month standby bus drivers
 3. 11-month bus drivers
 4. All other drivers
- If there are sufficient drivers to cover all summer routes, driver instructors shall relinquish their routes, which shall then be posted for bidding by seniority and in accordance Article 3.8.5.
- 5.4 Drivers unable to attend bidding may place their bidding instructions in a sealed envelope in the bid box, or they may phone dispatch prior to the time of bidding. Work remaining after all the above have bid will be available to those “AWOL” drivers only until 12:00 pm of the next work day. After that time, the Agency may fill the remaining positions with substitutes or any other drivers.
- 5.5 Drivers will bid for work in a separate room with a maximum time limit of five (5) minutes.
- 5.6 Drivers may bid on any combination of work up to, but not over, eight hours per day. If at any time during the summer the work increases to more than eight hours and is comprised of more than an AM/PM combination, the driver will need to relinquish the shortest of the additional routes to reduce to eight (8) hours or less. Special education drivers may need to relinquish some students to reduce the route below eight (8) hours per day.
- 5.7 After all School Bus Drivers and Class C Van Drivers have bid for and received their summer route, any remaining routes may be assigned by the Agency to other qualified non-driving class employees to meet the Agency’s need.

Employees bidding on summer routes must be available for the entire duration of the route that is bid and may not request leave for more than four (4) days of that assignment. Exceptions would be for injury or illness, bereavement or any other event of a necessary or critical nature.

Employees may use accrued sick leave for absences of their bid route during the summer. The time paid from sick leave will be based on the written route the day prior to the absence.

Employees will need to submit a time sheet for the day they are absent and include the specific type of leave used.

- 5.8 Drivers will also bid on their bus and site in conjunction with bidding on the route(s). Some routes will already have a specific bus assigned if the Agency needs a specific bus on that route. Most routes will have bus types identified by the passenger capacity necessary for that route. If a specific style, size or make of bus is required for a route, it will be noted on that route. There is no guarantee that buses will be available throughout the summer, as maintenance needs may require a bus is pulled from service. In the same way, the Agency may reassign bus routes to a different yard as the route changes or the needs of the Agency changes. Yard changes will be based on a reasonable economic or logistic rationale and drivers and CSEA will be given at least two days' notice of yard changes. Drivers shall only be able to bid for buses for which they are licensed and "proficient" as per 13CCR1229.
- 5.9 For 10-month employees, summer routes will operate on the days identified by the specific calendar(s) for the school(s) and students served. 11-month and 12-month Standby employees will be available based on the calendars created in accordance with Article 3.8.3.5.1 and with the provisions listed within Article 5.7.
- 5.10 Routes are bid at their estimated time. Routes in the summer generally quickly change and reduce in time. The Agency consolidates and eliminates some routes. When that occurs, the Agency ensures that the more senior drivers maintain a route and the less senior drivers may lose a route. When changes are made, drivers shall receive written notice of route changes and an updated route sheet no less than two (2) working days prior to implementing the change. Those drivers whose routes have been eliminated will be eligible to substitute on bus routes or perform field trips.
- 5.11 As noted above, all work is recorded daily on a time sheet to be paid on the supplemental payroll. If a driver has an AM route only and it is less than two hours, the driver will be paid two hours. If the driver has a PM route only and it is less than two hours, the driver will be paid two hours. On a daily basis, the AM and PM route, in the aggregate, will not be less than four hours per day. (For example if the AM route is 1.5 hours and the PM route is 3.0 hours the driver's pay for the day will be 4.5 hours. If the AM route is 1.5 hours and the PM route is 1.5 hours the driver's pay for the day will be 4 hours.) If a summer route driver with an AM and PM route picks up additional students at the request

of Dispatch, substitutes on another route in addition to their route or drives a trip, they would be paid at the actual hours worked, and not less than four hours per day, if it is comprised of at least an AM and PM route. Qualifying “splits” will be paid as per Article 4.19. Qualifying “Call Back Time” will be paid as per Article 3.14. Summer employees will accrue one day of sick leave per month for the summer work. Employees who work the day before or the day after the Independence Day holiday will be entitled to holiday pay at their regular route time as the route is written the day before or the day after the holiday, whichever is greater. Drivers who work on the Independence Day holiday will be entitled to holiday pay as defined by State law.

- 5.12 Regular education and special education drivers will not be eligible to take any field trips that conflict with their route times during the summer.
- 5.13 Summer field trip work will be offered on a modified flexible rotation basis. Drivers who are interested in this work will communicate to the Agency verbally their anticipated availability. The Agency will record each driver’s availability to be used to distribute any work that becomes available. The Agency will make every attempt to distribute the work as equitably as possible. A list of performed trips will be posted weekly. Unassigned trips within 24 hours of the trip may be offered to any driver and a list of the trips and driver assigned will be included on the above weekly posting.

ARTICLE 6 - TRANSPORTATION AIDES

- 6.1 Transportation Aides will meet together with their supervisor after all bus drivers have bid for their routes. Routes that have aides assigned will be identified as well as the bus yard they shall report to. Transportation Aides will select their assignment in order of their seniority. Transportation Aides will be paid for the actual time of the meeting but no less than one hour. The meeting may also include announcements or pertinent training.

Transportation Aides will have a minimum guarantee of five hours per day, and will follow the WCTA Special Education and Standby Driver Calendar. If the route is in excess of five hours, the work agreement will reflect the actual route hours.

The assignment of the transportation aide may change according to the needs of the Agency. Transportation Aides will not suffer a reduction in hours based on the Agency change, until the subsequent bid day, at which time the Transportation Aide's work agreements will be revised to reflect the new bid. The aides' bumping rights shall be the same as the drivers' bumping rights specified in 3.8.4 in its entirety and 3.8.5, giving the aides an opportunity to select another assignment.

Transportation Aides shall submit a daily supplemental time sheet. Any time over the regular work agreement shall be approved by their supervisor. Transportation Aides shall be notified of all supplemental entries disputed by management a minimum of three working days before being submitted for payment.

Transportation Aides who wish to work in the summer will select their assignment in the same way as described above. That meeting will be after bus drivers bid for their routes. During the summer, Transportation Aides will have a minimum guarantee of four hours per day and will submit all time on a supplemental time sheet.

Transportation aides on special trips, including but not limited to athletic events, field trips, and curricular trips who are required to remain on standby for the duration of the event for which the special trip is made, shall be paid for all standby hours at their appropriate rate of pay.

Transportation Aides will receive health and welfare benefits based on their current work agreement, or the previous year's average hours, whichever is greater. Transportation Aides shall be paid holiday pay based on the current work agreement or the previous year's average hours, whichever is greater. Transportation Aides shall accrue sick leave pro-rated based on the current work agreement or their previous year's average hours, whichever is greater.

Transportation Aides shall be subject to the conditions of Article 11: Uniforms.

Transportation Aides who drive students will receive appropriate training based on duties and responsibilities.

ARTICLE 7 - SALARY, HEALTH AND WELFARE BENEFITS

7.1 Salary:

- 7.1.1 Unit members shall be paid in accordance with the salary schedule set forth at Appendix B.
- 7.1.2 Effective July 1, 2014 and for the term of the contract, or until renegotiated after the expiration of the contract, the Agency shall determine, as of July 1 each year, the school bus driver salary at step 1 of school districts in Sonoma County that have a school bus driver classification and operate their own school bus service (Alexander Valley, Cloverdale, Fort Ross, Geyserville, Healdsburg, Horicon, Monte Rio, Old Adobe, Petaluma, Rincon Valley, Sonoma Valley, Windsor). The salary for school bus driver of the above districts at step 1 will be averaged and compared to the existing WCTA salary for school bus driver at step 1. The difference will be expressed as a percentage. WCTA shall adjust the school bus driver salary effective July 1 of that year to be either the average of the above districts or the existing WCTA salary, whichever is greater. All other unit member salaries shall be calculated by applying the percentage difference across the salary schedule. There will not be a reduction of salary for WCTA employees.
- 7.1.3 Effective July 1, 2021, and for the term of the contract, or until renegotiated after the expiration of the contract, the Agency shall determine, as of July 1 each year, the school bus driver salary at step 1 of school districts in Sonoma County that have a school bus driver classification and operate their own school bus service (Alexander Valley, Cloverdale, Fort Rodd, Geyserville, Healdsburg, Horicon, Monte Rio, Old Adobe, Petaluma Bus Driver II, Rincon Valley, Sonoma Valley, Windsor). The salary for school bus driver of the above districts at step 1 will be averaged and compared to the existing WCTA salary for school bus driver at step 1. The difference will be expressed as a percentage. WCTA shall adjust the school bus driver salary effective July 1 of that year to be either the average of the above districts or the existing WCTA salary, whichever is greater. All other unit member salaries shall be calculated by applying the percentage difference across the salary schedule. There will not be a reduction of salary for WCTA employees.
- 7.1.4 Effective July 1, 2016, the Agency will increase the salary schedule by 0.9% in addition to the 4.9% increase under the salary formula in Article 7.1.2. The total increase to salary will be 5.8%.
- 7.1.5 Effective July 1, 2017, the Agency will increase the salary schedule by 1.01% under the salary formula in Article 7.1.2.
- 7.1.6 Effective July 1, 2018, the Agency will increase the salary schedule by

5.64% under the salary formula in Article 7.1.2.

7.1.7 Effective July 1, 2019, the Agency will increase the salary schedule by 3.19% under the salary formula in Article 7.1.2.

7.1.8 Effective July 1, 2020, the Agency will increase the salary scheduled by 3.01% under the salary formula in Article 7.1.2.

7.1.9 Effective July 1, 2021, the Agency will increase the salary schedule by 3.31% under the salary formula in 7.1.3.

7.2 Health and Welfare Benefits:

7.2.1 For the 2016-17 school year and for the term of the contract, or until renegotiated after the expiration of the contract, the Agency's contribution toward health, dental, life and vision insurance for employees who work six (6) hours per day or more of total hours work (based on the average of the previous ten (10) months) shall be the average of the same contribution made by school districts in Sonoma County with a school bus driver classification for classified employees as of July 1 of each year (the same list of districts in 7.1.2 above). In no case shall the WCTA cap be lower than \$1,280.45 per month. This benefit contribution will be provided on a twelve month basis. For less than six (6) hours per day employees, the contribution will be prorated based on six (6) hours per day position. If a driver changes routes mid-year, the calculation for health benefit contribution will be based on the current route or the previous year's average, whichever is greater.

7.2.2 For the 2017-18 school year and for the term of the contract, or until renegotiated after the expiration of the contract, the Agency's contribution toward health, dental, life and vision insurance for ten month employees who work five (5) hours per day or more of total hours work (based on the average of the previous ten (10) months) shall be the average of the same contribution made by school districts in Sonoma County with a school bus driver classification for classified employees as of July 1 of each year (the same list of districts in 7.1.2 above). In no case shall the Agency contribution be lower than the prior year contribution. As of July 1, 2021, the Agency contribution shall be \$1,290.90 for eligible employees. This benefit contribution will be provided on a twelve month basis. For employees who work less than five (5) hours per day, the contribution will be prorated based on five (5) hours per day. For eleven month employees, the Agency contribution will be increased by twelve and a half (12.5) percent. For twelve month employees, the Agency contribution will be increased by a total of twenty five (25) percent. If a driver changes routes mid-year, the calculation for health benefits contribution will be based on the current route or the previous year's average, whichever is greater.

7.2.3 The vision insurance will be Vision Services Plan B with a \$5.00 co-payment.

7.2.4 During the school year when an employee bids on a different route which increases or decreases by one (1) hour or more per day, the Agency's contribution toward health, dental, and vision insurance for the employee shall be adjusted beginning with the first day of the month following the month in which the change is effective. Route changes less than one hour per day shall not change the Agency's contribution for the employee unless it results in the route becoming five (5) hours or more.

7.2.5 Life Insurance:

A \$50,000 life insurance policy will be provided to all employees. The cost of the policy will be a part of and under the Agency benefit cap. The insurance plan would be based on the options provided by our current insurer.

At this time (8/2015) CVT offers life insurance that includes several additional benefits, such as an accidental death and dismemberment rider and the ability to purchase additional coverage up to \$200,000 without a physical exam, and the ability to purchase additional coverage for family members. Any additional coverage would be paid directly by the employee (above or outside of the cap).

7.3 The Agency will maintain an IRS 125 Plan for unit members which will be of no cost to the Agency.

7.4 Continuation of Health and Welfare Benefits:

In accordance with current provider rules, retired bargaining unit personnel and bargaining unit personnel on leaves of absence shall be eligible to continue their coverage in the Agency's health and welfare insurance programs for retirees at their expense until they reach the age of sixty-five (65). There must be continuous coverage once provided; there can be no interruption of coverage during retirement or the leave of absence. Payments are made directly to current provider.

7.5 PERS Contract Adjustments:

The Agency has revised its contract with PERS to provide for the transfer of accumulated unused sick leave at the time of retirement for additional PERS service credit.

7.5.1 The agency shall revise its PERS contract to provide the following two benefit enhancements: 20042-One year final compensation, and 21354-2% @ 55 formula.

7.5.2 Effective January 1, 2013, California enacted AB 340, also known as the Public Employee's Pension Reform Act. Employees hired prior to this date (referred to as "Classic Employees") maintain their 2% at 55 formula and their retirement is calculated on their final or highest year of compensation. Members hired on or after the above date, unless determined by CalPERS to be "Classic Employees," have a retirement formula of 2% at 62 with their retirement calculated on the average of their last three years of employment. There are also changes relative to employee contribution rates that will fluctuate over time.

7.6 PERS 457:

7.6.1 West County Transportation Agency will contract with the California Public Employees Retirement System to adopt the CalPERS 457 Program. This is an individual tax-deferred investment program which requires each employee who wishes to participate in this incentive to open an account in the CalPERS 457 Program. Employees may designate a portion of their earnings to this program.

7.6.2 The Agency will contribute to an individual employee's account to commence upon the completion of year 10. At that time, the Agency will contribute an amount of \$502 (2014-15 base year) per year for each year the employee has worked for the Agency. In subsequent years, the contribution would be made at the end of each fiscal year. The \$502 amount shall be increased annually by the percentage salary increase granted to the bus drivers. The Agency contribution would be made directly to the employee's account through the payroll process.

7.6.3 Employees may choose not to participate in the CalPERS 457 program at their discretion (see paragraph 7.6.1). Upon retirement employees may take a lump sum payment of their Retirement Incentive account.

ARTICLE 8 - HOLIDAYS

8.1 Holidays:

Bargaining unit employees shall be entitled to paid legal and local holidays in accordance with the following schedule:

Labor Day (first Monday in September)
Admission Day (assigned as the day after Thanksgiving)
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Day
Martin Luther King Day
Lincoln's Birthday (as assigned in school calendars)
Washington's Birthday (as assigned in school calendars)
Memorial Day
Juneteenth (June 19th)
Independence Day (July 4th)

In addition, twelve (12) month bargaining unit members shall be entitled to New Year's Eve day.

Effective July 1, 1995 every day appointed by the President, or the Governor of this state, as provided for in subdivision (b) and (c) of Section 37220 for a public fast, thanksgiving or holiday, or any day declared a holiday under Section 37222 for classified employees shall be paid holiday for unit members.

The pay each employee shall receive on any holiday shall be the same pay the employee would have received had the holiday been a regular day.

In accordance with Education Code 45203, bargaining unit employees shall be paid holiday pay based on the established contract "regular pay" number of hours per day they worked in the current school year. Calculations will be revised at any increase in contract route throughout the year. In addition, the Agency will average the number of hours per day worked for drivers and bus aides for the current school year. If the employee's average hours per day worked is higher than current school year's contract hours, the Agency will pay out the difference of hours in the June supplemental payroll.

8.2 Holiday Eligibility:

Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

ARTICLE 9 - VACATION PAY

9.1 Eligibility:

All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis, July 1 - June 30.

9.2 Paid Vacation:

9.2.1 Paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned.

9.2.2 Full-time bargaining unit employees for a period of twelve (12) months shall receive paid vacation (annual leave) at a time mutually agreed upon by the agency Director or his/her designee and the employee so far as possible within the Agency's work requirements.

9.2.2.1 Bargaining unit employees may carry over five vacation days to the following year provided the Agency is notified, in writing, by May 1 of the year that the days would be requested.

9.2.3 Such employees, who have completed the number of years of service shown in the left hand column shall accrue the number of days of paid vacation shown in the right hand column at the beginning of the next year of service.

Years of Service:

0 - 5	1 Day/Mo.
6 -14	1-1/2 Day/Mo.
15 & more	2 Days/Mo.

9.2.4 In accordance with the California Education Code 45197, bargaining unit employees employed for less than twelve (12) months per year shall accrue paid vacation on a prorated basis. With the exception of three (3) days per year, such employees will receive pay for such time and shall not receive leave time. Bargaining unit employees shall accrue vacation based on the total number of hours bid for the current school year. In addition, the Agency will average the number of hours per day worked for drivers and bus aides for the current school year. If the employee's average hours per day worked is higher than the current school year's contract hours, the Agency will pay out the difference of hours in the June supplemental payroll.

9.2.4.1 Employees employed for less than twelve (12) months per

year may schedule up to three (3) days of vacation leave at a time mutually agreed upon by the agency Director or his/her designee and the employee and within the Agency's work requirements. All requests will be considered on a first-come, first-served basis based on Agency needs.

9.2.4.2 Employees employed for less than twelve (12) months who do not take three (3) days of vacation leave for the year will be paid out for the remaining days at the end of the fiscal year. Such employees cannot carry days over to the next year.

9.2.5 Stand by bus drivers employed for twelve (12) months shall accrue paid vacation. With the exception of three (3) days per year, such employees will receive pay for such time and shall not receive leave time.

9.2.5.1 Twelve (12) month stand by drivers may schedule up to three (3) days of vacation leave at a time mutually agreed upon by the Agency Director or his/her designee and the employee and within the Agency's work requirements. All requests will be considered on a first-come, first-served basis based on Agency needs.

9.2.5.2 Twelve (12) month stand by drivers who do not take three (3) days of vacation leave for the year will be paid out for the remaining days at the end of the fiscal year. Such employees cannot carry days over to the next year.

9.2.6 The pay each employee shall receive for each day of paid vacation shall be the same as if the vacation day were a regular working day for the employee.

9.2.7 When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

9.2.8 When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be paid for each holiday falling within that period and need not take or use a vacation day.

ARTICLE 10 - LEAVES

10.1 Leaves of Absence:

All bargaining unit employees shall be entitled to sick leave and all other leave benefits conferred by law on classified employees. Part-time employees shall be entitled to all leaves granted by this article, but such leaves shall be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year as such employees bear to eight (8) hours per day, forty (40) hours per calendar week, (4) calendar weeks per month, or twelve (12) calendar months per year.

10.2 Sick Leave:

10.2.1 All bargaining unit employees shall be entitled to paid leaves of absence for illness or injury. Full-time employees employed for five (5) days per week and twelve (12) months per year shall be entitled to twelve (12) days of sick leave per year. Pay for any day of such absence within this Article shall be the same as the pay which would have been received had the employee reported for work that day. Credit for sick leave need not be accrued prior to taking such leave by the employee, and such leave of absence may be taken at any time of the year. However, a new employee of the Agency shall not be eligible to take more than six (6) days leave, or the proportionate amount to which he may be entitled, until the first day of the calendar month following completion of the probationary period.

10.2.1.1 In accordance with the California Education Code 45136, bargaining unit employees shall accrue sick leave prorated based on their regular contract "regular pay" number of hours per day for the current school year. Calculations will be revised at any increase in contract route throughout the year. In addition, the Agency will average the number of hours per day worked for drivers and bus aides for the current school year. If the employee's average hours per day worked is higher than the current school year's contract hours, the Agency will apply the difference of hours to the employee's sick leave accrual in June of that contract year.

10.2.2 Sick leave shall be cumulative from year to year without limitations.

10.2.3 A bargaining unit employee shall notify the Agency as soon as the member ascertains the need for sick leave, but in any event prior to 60 minutes prior to the start of their shift, except in an emergency. The agency may require of any bargaining unit employee who has been on sick leave for three (3) consecutive workdays or more verification from the employee's physician or recognized religious practitioner that the employee is indeed unable to

perform the duties of his/her employment.

10.2.3.1 The Agency may require verification of illness/injury if the Agency has counseled the unit member about excessive use or abuse of sick leave or when available evidence clearly indicates that an absence is not related to illness or injury.

10.2.3.2 If the Agency has counseled the unit member about excessive use or abuse of sick leave or when available evidence clearly indicates that an absence is not related to illness or injury, the Agency may require a unit member to visit a physician selected by the Agency, at Agency expense, in order to receive a report on the unit member's need for additional leave of absence and a prognosis as to when the unit member will be able to return to work. If the report concludes that the unit member's condition does not warrant continued absence, the Agency may, after giving notice to the unit member, deny the request for additional leave.

10.2.4 Any and all sick leave accumulated by a new bargaining unit employee while in the employ of another public school Agency of the State of California shall, at the employee's option, and in accordance with law, be transferred with the employee and accredited to his/her sick leave bank in the Agency (limited to sick leave accrued since September, 1965). The Agency shall verify the accumulated sick leave with the school Agency of prior employment.

10.2.5 When a bargaining unit employee is absent from his/her duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of his/her employment, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employed to fill his/her position during his/her absence.

10.2.6 As a Sick Leave Conservation Incentive, ten month employees who use less than five (5) days (equivalent to their regular daily hours) sick leave, or, twelve month employees who use less than forty (40) hours of sick leave (between July 1 to June 30 of each year) shall receive a Sick Leave Conservation Incentive of two (2) additional vacation days. In the case of the ten month employee, the equivalent amount will be paid rather than the days taken. In the case of the twelve month employee, the two days must be taken off within the following fiscal year.

10.3 Industrial Accident or Illness Leave:

Bargaining unit employees shall receive leave of absence for industrial accident or illness in accordance with Education Code Section 45192.

In addition to any other benefits that employee may be entitled to under the Workers Compensation laws of this state, employees shall be entitled to the following benefits:

10.3.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

10.3.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation law of this state, exceed the normal wage for the day.

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

10.3.4 Any time an employee on Industrial accident or Illness leave is able to return to work, he/she shall be reinstated without loss of pay or benefits.

10.3.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

10.4 Pregnancy Disability Leave:

Bargaining unit employees shall be eligible for pregnancy disability leave in accordance with the law.

10.5 Child Bonding Leave:

An employee who is the natural or adoptive parent of a child may request an unpaid leave

of absence for the purpose of bonding with his or her child upon birth, adoption, or when other circumstances warrant such leave. The duration of the leave is subject to Agency approval in accordance with the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

10.6 Bereavement Leave:

All bargaining unit employees shall be granted paid bereavement leave not to exceed five (5) days, on account of the death of any member of his/her immediate family. No deductions shall be made from the salary of such employee, nor shall such leave be deducted from other leave provided for in this Agreement.

10.6.1 Immediate family, as used in this section, means the mother, father, grandmother, or grandfather, sister or brother, or grandchild of the employee or the spouse of the employee, or the domestic partner of the employee and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law of the employee, any relative living in the immediate household of the employee or any person who over a period of time has taken the place of such a member.

10.7 Personal Necessity Leave:

10.7.1 A personal necessity is defined as a situation which is imposed upon an individual, over which he/she has no control, and which he/she cannot reasonably be expected to anticipate or disregard.

10.7.2 Up to seven (7) days of absence earned for sick leave under Section 10.2 of this Article may be used by the employee for personal necessity leave.

Personal necessity leave is limited to the following serious circumstances which require the unit member's immediate personal attention:

10.7.2.1 The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 10.6 of this Article.

10.7.2.2 As a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family.

10.7.2.3 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness.

10.7.2.4 Natural or adoptive parental duties upon the birth or adoption of a child of the employee.

10.7.2.5 Of these seven (7) days, two (2) may be used for matters of personal importance and the employee need not provide a detailed explanation. For all other days, unit members must specify which category above (10.7.2.1 to 10.7.2.5) applies.

10.7.3 Personal necessity may not be used for:

10.7.3.1 Political activities or demonstration.

10.7.3.2 Concerted activities.

10.7.3.3 Extension of a school holiday or vacation.

10.7.3.4 Unit member's association activities.

10.7.3.5 Pursuit of other employment.

10.7.4 Advanced approval of at least one (1) week is required whenever the unit member is aware of the need for the absence in advance. Additionally, the unit member must complete the Agency leave form.

10.7.5 Employees are expected to be at work, during their regular articulated shifts, or their regular bus route times and days as dictated by school district need.

School district calendars often feature a weekly early day, and, occasionally, the school district changes those days. Drivers and Transportation Aides are expected to work the times and days of their route as based on the need of the school district. Often, special education drivers and transportation aides serve several school districts. They follow the Agency's Calendar they were assigned on bid day. On Agency Calendar work days, if the schools a driver/aide serves are not in session, the driver/aide must report to work at their regular time, or the time requested by the Dispatcher, or the time will be considered unpaid general leave. If some of the schools are in session and not others, the driver/aide is expected to be available for the total amount of "contract" time, which may not be the same as the regular shift time. Dispatchers will assign the extra work.

On the rare occasion of severe storms and natural disasters, some schools cancel school at the last minute. All staff are expected to report to work at their regular time and be available for other, similar work. As Disaster Service Workers, employees may be directed to assist the Office of Emergency Services and evacuate communities or facilities. The direct supervisor or Dispatchers will communicate with employees if they are able to leave early. Employees that choose not to come to work will have that time considered unpaid general leave. Employees who are unable to get to work due to flood, closed roads, etc. may use personal necessity time and

must provide evidence of the disaster and the employee's inability to get to work. The employee's supervisor will consider on a case-by-case basis whether the driver must submit evidence of their inability to get to work and the supervisor will determine whether or not the personal necessity time will be granted.

10.8 Jury Duty:

An employee shall be entitled to leave without loss of pay for anytime the employee is required to perform jury duty. If the unit member is released from jury duty they shall call in. The employees pay shall be based on their current contract or the previous school years' average, whichever is greater.

10.9 Break in Service:

No approved absence, whether paid or unpaid, shall be considered as a break in service.

10.10 General Leaves:

Upon request and specific approval by the Agency, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the Agency and employee.

10.11 CSEA Conference Leave:

In any given year up to two CSEA bargaining unit members who are chapter delegates to the CSEA annual conference may elect to use up to five days of their personal necessity leave to attend the CSEA annual conference.

10.12 Catastrophic Leave:

10.12.1 The Agency shall maintain a catastrophic leave program permitting unit members to donate their accumulated leave credits to a bank and be sued when a unit member suffers from a catastrophic illness or injury.

10.12.2 For purposed of this section the following terms are defines as follows:

- a) "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's immediate family which incapacity requires the unit member to take time off work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her paid leave, with the exception of differential pay leave.
- b) "Paid leave" means sick leave, including personal necessity leave and

personal leave, and other paid time off.

- c) "Catastrophic leave credits" means paid leave credits available through the catastrophic leave program.

10.12.3 Eligibility for Catastrophic Leave and Transfers of Leave

- a) Each unit member may participate in the catastrophic leave program. Unit members who participate in the catastrophic leave bank are eligible to apply for catastrophic leave credits.
- b) Participation shall commence upon the unit member transferring two (2) sick days from the unit member's accumulated leave to the catastrophic leave bank using the form available at the Agency Operations Office. Unit members donating must have at least twelve (12) days of accumulated leave remaining after the donation. Such transfer may only occur between the months of September - December each fiscal year.
- c) For each day transferred by the unit member, the unit member's leave entitlement will be reduced by one (1) day. All transfers into the catastrophic leave bank are irrevocable. Leave credit must be donated in daily increments.
- d) Should a bargaining unit member receive catastrophic leave credits twice in one fiscal year, the bargaining unit member shall donate four (4) days to the catastrophic leave bank at the beginning of the next fiscal year in order to be eligible to receive credits from the catastrophic leave bank in that fiscal year.

10.12.4 Application for Catastrophic Leave

- a) The unit member must submit a written application for catastrophic leave credits to the Executive Director or designee. The application must include physician verification of catastrophic injury or illness and verification that the unit member has exhausted all paid leave.
- b) The application will be reviewed by a panel consisting of two (2) Association members appointed by the Chapter President and two (2) Agency administrators shall determine whether the condition is catastrophic and require verification, if necessary. A majority vote of the panel will be binding. If a unit member applies for catastrophic leave credits a second time in one fiscal year, the vote must be unanimous in order to grant catastrophic leave.

10.12.5 Catastrophic leave credits may be donated to the unit member if all of the following requirements are met:

- a) The unit member is eligible to participate in the catastrophic leave bank;
- b) The unit member provides verification of catastrophic injury or illness from a physician;
- c) The unit member has exhausted all paid leave; and

d) Catastrophic leave credits are available in the catastrophic leave bank.

10.12.6 Applications may be approved in daily increments up to a maximum of twenty (20) days. Catastrophic leave credits must be used in whole day increments. A unit member who receives a catastrophic leave credit pursuant to this section shall use any paid leave that he or she continues to accrue prior to receiving catastrophic leave credits pursuant to this section. Any catastrophic leave days that were approved but were not used shall be returned to the bank.

10.12.7 Maintenance of the Bank

- a) As needed, the Association Chapter President may request from the Agency an accounting of the catastrophic leave bank balance and a list of participating unit members.
- b) If the balance of the catastrophic leave bank is twenty (20) days or fewer, the Agency will send employees a notification and request additional donations to replenish the bank.
- c) The balance of the catastrophic leave bank will roll over from year to year. Should the balance exceed one hundred twenty (120) days at the end of a fiscal year, a unit member shall not be required to donate an additional two (2) days in the new fiscal year in order to be eligible for catastrophic leave provided that the unit member donated at least two (2) days in the prior fiscal year and did not receive any catastrophic leave credits in the prior fiscal year.

10.13 Family Care Leave:

Each unit member who has been employed by the Agency for more than one continuous year is eligible for an unpaid family care leave not to exceed twelve (12) weeks within a twelve (12) month period, unless a longer leave is agreed upon by the Agency and the unit member. Such leave will be provided consistent with the Family Medical Leave Act/California Family Rights Act. Family care leave may be used for the birth of the unit member's child, placement of a child for adoption or foster care, to care for a spouse, domestic partner, child, or parent with a serious health condition, or a serious health condition which renders the unit member unable to perform essential job functions.

A unit member may use their sick leave to care for a spouse, domestic partner, child or parent with a serious health condition as well as for a serious health condition which renders the unit member unable to perform essential job functions.

During the period of such leave the Agency shall maintain the unit member's group health benefits, if any, on the same basis as if the unit member was in paid status. Upon return from Family Care Leave, the unit member is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The unit member's absence under this program shall not be considered a

break in service.

The unit member must provide the Agency with at least thirty (30) days advance notice for the leave if the need is foreseeable, or if such notice is not foreseeable, notice must be given as soon as practicable under the circumstances.

ARTICLE 11 - DRIVER AND AIDE UNIFORMS

11.1 Rationale:

Drivers and transportation aides are the ambassadors of our profession and the Agency. Next to the appearance of the buses themselves, they represent themselves and the Agency in all facets of their responsibilities. They relate with the public in the way that they safely and defensively drive their buses, and how they interact with the public, parents, students, and school officials, and their general appearance.

Inasmuch as they are ambassadors and we are providing services for schools and school districts outside of the members of the Agency it provides a more positive image for our drivers and aides to be attired in a uniform manner and in a manner that identifies them as employees of the Agency. Uniforms generally also assist the drivers and aides in relating with and disciplining students by clearly identifying the drivers and aides as the authority figure. In field trip situations it presents a positive image of the Agency and helps the group leader to identify the driver, whom they generally have never met before. In dealing with special students, it assists in identifying the driver and aide to parents and students and has a comforting, soothing and reassuring effect on the students.

11.2 Uniform Procedure:

Drivers and aides will be required to wear the uniform at all times that they are on duty, and strongly discouraged from wearing them in public places that would bring discredit to the Agency or the school transportation profession (i.e. bars and the like). Any changes in the uniform shall be approved by the Joint Uniform Committee prior to any purchase.

11.3 Uniform Attire:

The Agency will provide each driver and transportation aide upon employment with four (4) shirts, and one (1) jacket, and annually thereafter provide two (2) additional shirts or one (1) shirt and one (1) jacket to each employee at their request.

The Agency will provide shirts and jackets that fit each employee. If the designated style does not have an appropriate size for an employee, the Agency will select an alternate shirt or outer garment of the proper size and approximately the same color.

A committee of two (2) management members and two (2) employee representatives will be formed to determine the style and color of the shirt(s). There will be two (2) styles allowed but there will be only one (1) color for each style (for ease and expense of keeping inventory). The Agency logo will be visibly displayed on the garments.

Dress Code

Drivers and transportation aides will provide casual pants or jeans for pants. For all

employees, clothing must be clean and no excessive rips, tears, frayed edges or holes. Shorts may be worn and must not have rips, tears, frayed edges or holes, and must have an inseam of that goes to at least the mid-thigh. Sweat pants or sweat shorts are not acceptable.

Drivers and transportation aides will provide shoes that fit securely around the employee's foot and are closed-toe, closed-heel, and have a non-slip sole (for example, cross-trainers or other such shoe). They shall be clean and free of tears or holes. Slippers, sandals or high-heeled shoes/boots, of any kind are not acceptable.

Drivers and transportation aides must wear the shirt or shirt and jacket at all times when on duty or on Agency property. In the alternative, such employees may wear other shirts (except tank tops) that have not been altered with Agency logo purchased separately from the Agency. In lieu of the jacket, drivers or transportation aides may wear Agency issues or approved clothing that has not been altered, that the employee has purchased separately from the Agency.

The Agency will provide an identifying name tag for each employee. Employees must wear the name tag at all times they are wearing the uniform.

The following applies to all Agency employees:

When employees are on duty or on Agency property, they shall maintain professional standards of dress and grooming/hygiene that demonstrate their regard for education, reflect positively on the Agency, and do not endanger the health or safety of employees or students. Employees shall not wear jewelry or accessories that can be grabbed by students or caught in equipment including but not limited to wheelchairs and bus equipment. Employees shall not have visible clothing, jewelry, or tattoos with language or images that are inappropriate for the school setting (i.e., that are obscene or promote alcohol, drugs or tobacco products).

ARTICLE 12 - CLASSIFICATION AND RECLASSIFICATION

12.1 Placement in Class:

Every bargaining unit position shall be placed in a class.

12.2 Classification and Reclassification:

Position classification shall be as noted in Appendix A of this contract. The Association may propose a reclassification during contract negotiations or at any other time agreed upon between CSEA and the Agency.

12.3 New Positions or Classes of Positions:

All newly created positions or classes of positions, unless specifically exempted by law, or designated as management, confidential or supervisory by the Agency, shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit of which by the nature of the duties should reasonably be assigned to the bargaining unit.

ARTICLE 13 - TRANSFERS AND PROMOTION

13.1 Hiring:

When a new position is created, or an existing position becomes vacant, the Agency shall first offer the opportunity to apply for the position to the bargaining unit employees except for new bus drivers.

13.2 Posting of Notice:

13.2.1 Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each Agency job site.

13.2.2 The job vacancy notice shall remain posted for a period of six (6) full working days during which time employees may file for the vacancy.

13.2.3 The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing for the vacancy.

13.3 Promotions:

13.3.1 When an existing bargaining unit position becomes vacant or a new bargaining unit position is created, the Agency shall open the Position to bargaining unit members of the Agency as a promotional opportunity prior to considering outside applicants. The Agency reserves the right to simultaneously post the position inside the Agency and outside the Agency.

13.3.2 Any employee in the bargaining unit may apply for a promotion to a position by filing a written application with the Agency.

13.3.3 Bargaining unit members shall be considered first for the promotion within the bargaining unit, based on meeting the required qualifications as determined by the job description, job announcement, application, paper screening, testing and interviewing. One bargaining unit member, chosen by the CSEA Chapter President, will be a member of selection committee.

13.3.4 The selection committee may agree on a bargaining unit employee being the successful applicant for the position. If the selection committee cannot agree on an applicant, the committee shall set a date(s) to interview all qualified applicants (both inside and outside), and shall, following the interview, rank the applicant according to the criteria appropriate for the position. The top ranking applicant shall then be the successful applicant for the position.

13.3.5 If two or more applicants being considered for a position are determined to be equally qualified by the selection committee, the applicant with the greatest bargaining unit seniority shall be selected as the successful applicant.

13.3.6 If an employee who has been promoted (into either a bargaining unit position or a management position) voluntarily chooses to return to their previous classification, that employee could not displace an existing employee (i.e., no bumping rights). If there was an open position in the employee's original classification, that individual would retain their original hire date seniority for that original classification.

13.3.7 Any employee who has been promoted shall be placed at a new range on the salary schedule that affords the employee a minimum of a 5% salary increase. Salary schedule placement will be determined by the Executive Director based on experience and qualifications.

13.4 Medical Transfers:

The agency may consider giving alternate work when same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be implemented only by mutual agreement between the Agency and the employee.

13.5 School District Requested Transfer:

Following one (1) letter of concern that request a transfer of a an employee from a school district, the Agency may transfer an employee from one route to another route as long as there is no reduction in the hours for the employee. A notice of transfer shall be provided in writing to the bus driver. Such action shall not be intended as discipline. If discipline is intended, the Agency is obligated to follow the procedures as set forth in Article 16, Disciplinary Procedures.

13.5.1 Prior to a transfer being implemented, the employee shall meet with the Agency director to discuss his/her concerns. The employee has a right to union representation at this meeting.

13.5.2 The employee shall be provided five (5) work days' advance notice of the transfer unless the parties mutually agree to a different timeline.

13.5.3 The transfer shall only be into a standby or unfilled position and shall not cause the displacement of another employee. Nothing herein will prevent the parties from agreeing to a mutually agreed transfer to another position, provided the employee displaced agrees to the transfer..

ARTICLE 14 - LAYOFF AND REEMPLOYMENT

14.1 Reason for Layoff:

Layoff shall occur only for lack of work and/or lack of funds.

14.2 Notice of Layoff:

The Agency shall notify both CSEA and the affected employees in writing at least forty sixty (60) days prior to any planned layoffs. Upon request by CSEA, the Agency and CSEA shall meet no later than two weeks following the receipt of any notices of layoff to review the proposed layoffs and review the order of layoff within the provisions of this Agreement if requested by CSEA. Any notice of layoffs shall specify the reason for layoff and identify by name and classification the employees designated for layoff. Failure to give written notice under the provisions of this section shall invalidate the layoff.

14.3 Reduction in Hours:

Reduction in hours is defined as either a reduction in the number of hours worked per day, per week, or per year. A reduction in hours does not involve a separation from service.

The Agency shall notify CSEA of any intention it has to reduce the hours of any position in the bargaining unit, and the Agency and CSEA shall then meet (upon CSEA's request) and negotiate both the decision and effects of the decision.

14.4 Order of Layoff:

Any layoff shall be effected within a class. The order of layoff shall be based on seniority within that classification and higher classes throughout the Agency. An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on the date an employee was first in a paid status in the class plus higher classes.

14.5 Bumping Rights:

An employee laid off from his or her present class may bump into a lower class in which the employee has served and has achieved greatest seniority considering his/her seniority in the lower class and any higher classes.

14.6 Layoff in Lieu of Bumping:

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

14.7 Equal Seniority:

If two (2) or more employees subject to layoff have equal classification seniority, the

determination as to who shall be laid off will be made on the basis of the greater bargaining unit seniority or, if that be equal, the determination shall be by lot.

14.8 Reemployment Rights:

Laid off persons are eligible for reemployment in the class from which laid off for a thirty nine (39) month period and shall be reemployed in the reverse order of layoff.

14.9 Voluntary Demotion or Voluntary Reduction in Hours:

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, without limitation of time, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

14.10 Retirement in Lieu of Layoff:

Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of proposed layoff complete and submit a form provided by the Agency for this purpose.

The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with Section 14.8 of this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent government code sections.

An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.

14.11 Employee Notification to Agency:

An employee shall notify the Agency of his or her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of the reemployment notice. If an employee is offered reemployment in his or her original classification and fails to accept it, he/she will have lost all reemployment rights.

14.12 Reemployment in Highest Class:

Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their

highest former class shall have a thirty-nine (39) months right to the higher paid position.

14.13 Improper Layoff:

Any employee who is improperly laid off shall be reemployed immediately upon determination of the error. If such an error is made, the employee will be reimbursed for all lost salary and benefits if the employee files a claim within the two month period.

14.14 Not Disciplinary Action:

Actions taken against employees as disciplinary measures, i.e., suspension or termination shall not be subject to the provisions of this Article.

ARTICLE 15 - SAFETY CONDITIONS OF EMPLOYMENT

15.1 Agency Compliance:

The Agency shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

15.2 Safety Committee:

The safety committee shall be formed, composed of two (2) members appointed by the Agency and three (3) members appointed by CSEA with one of the CSEA members being a state certified driver instructor. The committee shall review accidents and safety issues.

15.3 Release Time:

The Bargaining unit members of the committee shall be allowed reasonable release time to carry out their obligations under Section 15.2, although it is understood that most time will occur between driving runs.

15.4 No Discrimination:

Neither the Agency nor CSEA shall discriminate in any way against any employee as a result of reporting any condition believed to be a violation of Section 15.1.

15.5 Safety Load Limits:

For students over grade six, no more than two students to a seat will be allowed on trips over twenty (20) miles one way.

15.6 Field Trip Training:

School bus drivers will be trained on extra trip procedures within the first sixty (60) days of employment gaining school bus certification and prior to being assigned extra trips.

15.7 Lateral Transfer:

Based on safety concerns, the Agency may transfer a bus driver from one route or type of bus to another route or type of bus, as long as there is no reduction in the hours for the bus driver. A notice of transfer shall be provided in writing to the bus driver. Such action shall not be intended as discipline. If discipline is intended, the Agency is obligated to follow the procedures as set forth in Article 16, Disciplinary Procedure.

- 15.7.1 Prior to lateral transfer being implemented, the bus driver shall meet with the Agency director to discuss his/her concerns. The employee has the right to union representation at this meeting.
- 15.7.2 Before proceeding with a lateral transfer the Agency will take the issue to the safety committee for review. The Safety Committee may recommend remedial training for the driver in lieu of lateral transfer.
- 15.7.3 The bus driver shall be provided five (5) work days advance notice of the transfer unless the parties mutually agree to a different timeline. If a different timeline is agreed to, CSEA shall be notified.
- 15.7.4 The lateral transfer shall only be into a standby or unfilled position and shall not cause the displacement of a regular bus driver. Nothing herein will prevent the parties from agreeing to a mutually agreed transfer to another position, provided the employee displaced agrees to the transfer.

15.8 Drug and Alcohol Testing:

Every employee of the Agency is expected to render service without being impaired or under the influence of alcohol or drugs of any kind. With the passing of California Proposition 64, Marijuana Legalization (2016), to allow the recreational use of marijuana, the Agency prohibits the use of marijuana. Unit members will be tested for marijuana as set forth in this Section. The safety and health of students, staff and the public require that every reasonable precaution be taken to discourage substance abuse to prevent impaired individuals from rendering service to the Agency.

It shall be the policy of the Agency to comply with the Drug Free Work Place Act and Title 49, CFR Parts 382, 391, 392 and 395 which specifically outline the Federal Omnibus employee Testing Act of 1991 or as currently revised in the federal regulations.

The Agency will comply by contracting for oversight with a professional drug and alcohol testing management company, or by joining a consortium of local school districts to provide such oversight. All employees of the Agency shall be subject to testing.

Testing will be for alcohol and controlled substances at the following times and covers any safety sensitive function during any time in which the driver is actually performing, ready to perform, or immediately available to perform any safety sensitive function.

The Agency designates the Manager of Operations as the employee designated to answer questions about this policy.

15.8.1 Types of Testing:

15.8.1.1 Pre-employment screening.

15.8.1.2 Post-accident - where accident is defined to be: a school bus

accident, or any accident where there is injury, or there is \$1,000 or more of damage as a result.

15.8.1.3 Random testing - to be 10% of the total number of employees for alcohol testing and 50% of the employees for drug testing, to be randomly selected by the company providing oversight on an annual basis. Notification for mandatory drug/alcohol testing shall take place during the morning shift. Mandatory drug/alcohol testing shall be scheduled immediately following the morning shift.

15.8.1.4 Reasonable suspicion testing - a properly trained supervisor may require an employee to submit to an alcohol or a drug test for controlled substances when, in their determination, there exists reasonable suspicion that the employee may be Impaired when the employee is on duty or reporting for duty. This prerogative shall not be exercised by the supervisor arbitrarily or capriciously.

15.8.1.5 Return-to-duty/follow-up testing - the Agency shall ensure that before an employee that has tested positive for an alcohol level 0.02 or higher, or the presence of controlled substances, and has undergone treatment for the use thereof, returns to duty, the employee shall undergo a return-to-duty test for alcohol or drugs as indicated. An employee who has undergone treatment for alcohol misuse or controlled substance use, and has had a negative result on a return-to-duty test, shall be subject to at least six unannounced follow-up alcohol and/or drug tests conducted in six months or as determined by the substance abuse professional, in accordance with the provisions of 49CFR 382.605 (c) (2)(ii).

15.8.2 Testing for Alcohol:

All employees of the Agency shall be subject to testing for alcohol use. All employees of the Agency will be prohibited from the use of any alcohol for four (4) hours prior to rendering service to the Agency. After an accident the employee is prohibited from using alcohol for a period of eight (8) hours or until a test is done, whichever is first. The employee must be tested for alcohol use within eight (8) hours of the accident. Any employee who tests positive with an alcohol blood level of 0.02 or higher will be prohibited from rendering service to the Agency.

15.8.3 Alcohol Testing Procedure:

Alcohol testing will be accomplished by using evidential breath testing devices (EBT) approved by the National Highway Traffic Safety Administration (NHTSA). The breath alcohol testing technicians will be provided by the testing management company that the Agency or a consortium of school districts will contract with, and will not be Agency employees. The contracting testing management company will be responsible for testing procedures that ensure accuracy, reliability and confidentiality of test results. These procedures shall include training and proficiency requirements for the breath alcohol testing technicians, quality assurances plans for the evidential breath testing devices, including calibration of the EBTs. The EBTs used shall print out the results, date and time, a sequential test number, and the type and serial number of the EBT. To ensure the reliability of the test results all EBTs used shall be calibrated for accuracy, and a record shall be kept of the calibration test which the employee will be able to inspect.

Any employee who tests positive for an alcohol blood level of 0.02 or higher, will be tested again with another EBT to verify the initial reading. In post-accident testing the employee may request a blood test be taken to ensure that an accurate blood alcohol level is recorded. The employee requesting a blood test may be sent to a medical facility. (Request for the blood test is not required by the federal regulation and employee will bear of the cost of such if requested and if the confirming test is positive. Agency will pay if the confirming test is negative).

15.8.4 Testing for Controlled Substances:

All employees of the Agency shall be subject to testing for use of controlled substances (or drugs). Drug testing will be accomplished by analysis of a sample of the employee's urine conducted at a professional testing laboratory certified and monitored by the Department of Health and Human Services (DHHS). All urine specimens will be analyzed for the following drugs:

- (1) Marijuana (THC metabolite)
- (2) Cocaine
- (3) Amphetamines
- (4) Opiates (including heroin, codeine and morphine)
- (5) Phencyclidine (PCP)

Each employee's urine sample will be subdivided into two bottles labeled as "primary" and "split" specimens. Only the primary specimen will be opened and used for urinalysis. The split specimen bottle will remain sealed and will be stored at the laboratory. If the drug screening test(s) indicate the presence of one or more of these drugs, then a confirmation test will be performed for each identified drug using state-of-the-art chromatography

mass spectrometry (GC/MS) analysis. If the analysis of the primary specimen shows the presence of an illegal controlled substance, the employee shall be notified of the MRO, and the MRO will notify the individual they will have 72 hours to request the split specimen be sent to another DHHS certified laboratory for analysis (such will be done at the employee's own expense if the confirming test is positive, but the Agency would pay in full if the confirming test is negative.)

15.8.5 Chain of Custody Procedures:

The parties recognize that the key to chain of custody integrity is the immediate sealing and labeling of the specimens in the presence of the tested employee. The transportation container and the specimen containers must be received undamaged at the laboratory properly sealed, labeled, and initialed, consistent with DOT regulations, as certified by the laboratory. Therefore, the Agency may take disciplinary action against an employee based only upon properly obtained laboratory samples.

All specimens collected for drug testing shall follow the Department of Health and Human Services/Department of Transportation (DHHS/DOT) specimen collection procedures. Urine specimens shall be collected directly into a wide-mouthed, single-use specimen container which shall be sealed in shrink-wrap when received by the employee. The specimens are to remain in full view of the employee until they are transferred to tamper-resistant urine sample bottles, and then sealed and labeled in the presence of the employee. As per DOT regulations, it is the employee's responsibility to initial the specimen containers, after labeling. After the specimen containers are labeled and initialed they shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The specimen samples shall then be sent to the designated testing laboratory on the same day, or the next normal business day, by the fastest available method.

15.8.6 Reporting Test Results:

All drug tests results will be reviewed and interpreted by a physician (Medical Review Officer [MRO]). If the laboratory reports a positive result to the MRO, the MRO will contact the employee (by telephone), and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that it is a legitimate medical use of the prohibited drug, the drug test result is reported as a negative to the Agency. In all cases the MRO will maintain confidentiality and will report only those test results that are confirmed positive by scientific analysis using gas chromatography/mass

spectrometry, and reviewed with the employee for medical explanation, directly to the Agency Director.

15.8.7 FMCSA Clearinghouse

The Federal Motor Carrier Safety Administration (FMCSA) has created the Commercial Driver's License Drug and Alcohol Clearinghouse (Clearinghouse). The clearinghouse is a secure, online database that contains real-time information about CDL drivers with drug or alcohol program violations in accordance with 49 CFR Part 382. An act of Congress directed the Secretary of Transportation to create the Clearinghouse. The Clearinghouse is effective as of January 6, 2020.

15.8.7.1 Each motor carrier for whom you drive is required to check whether the Clearinghouse contains any information about you, both at the time of hire and on an annual basis. FMCSA refers to this check as a query. When conducting the required annual query, the Agency has the option to request a limited query that will only indicate whether the Clearinghouse contains any information about you. The Clearinghouse will not release any information about a driver in a limited query. Federal regulations require that the Agency obtains your written authorization prior to performing the limited query. This may be valid for more than one (1) year.

If a limited query reveals that the Clearinghouse contains information about you, then a full query is required. A full query releases information in the Clearinghouse about a driver to the requesting party. Authorization for a full query can only be provided online via the Clearinghouse website (<https://clearinghouse.fmcsa.dot.gov/>). If a limited query reveals that the Clearinghouse contains information about you, then you will be required to log in to the Clearinghouse website within 24 hours and provide your electronic consent for a full query.

15.8.7.2 The consent form authorizes the Agency to run a limited query to check whether the Clearinghouse has information about a driver. If a limited query reveals information about a driver, then the Agency must obtain a full query within 24 hours, per the regulations. The consent form must be retained until three (3) years after the date of the last limited query performed for the driver.

15.8.7 Consequences:

Any employee refusing to submit to an alcohol or drug test shall be

immediately removed from service and shall be considered insubordinate and will be subject to discipline under Article 16 of the Collective Bargaining Agreement or the discipline policies stated elsewhere in Board Policy. Refusal to submit means that a driver 1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirements for the breath testing, 2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing or 3) engages in conduct that clearly obstructs the testing process.

Any employee who tests positive for controlled substances, or for a blood alcohol level of 0.02 or higher, on a return to duty of follow-up test, or in a post-accident test where there has been injury or death involved, shall be subject to dismissal under Article 16 of this Agreement or stated elsewhere in Board Policy. In these circumstances the employee shall immediately, following the Skelly meeting on the notice of charges, be suspended without pay or benefits, pending the employee's appeal request.

In all other circumstances outlined in the types of testing "15.8.1.2" through "15.8.1.3" above, the employee who tests positive for controlled substances, or for a blood alcohol level of 0.02 or higher, will be subject to discipline under Article 16 of the Collective Bargaining Agreement, or as stated elsewhere in Board Policy. The employee may be subject to a suspension, without pay or benefits, of up to thirty (30) calendar days during which the employee shall be required to enroll in, and complete at his/her own expense, a substance abuse rehabilitation program. After the employee has successfully completed the rehabilitation program, as verified by his/her substance abuse counselor, the employee shall undergo a return-to-duty test for alcohol or drugs, as indicated, and shall be subject to unannounced follow-up alcohol and/or drug tests.

ARTICLE 16 - DISCIPLINARY PROCEDURE

16.1 Procedure or Disciplinary Action:

No employee in the classified service shall be disciplined, or in any way discriminated against because of his/her political or religious acts or opinions or affiliations, or race color, sex, national origin or ancestry, or marital status, subject to the provisions of the contract regarding cause for discipline.

16.1.1 An employee shall be disciplined for just cause only. Examples are set forth below.

Examples of Just Cause for Discipline:

- 1) Discourteous treatment of the public, of students, parents, or fellow employees
- 2) Any willful or persistent violation of the provisions of the Education Code or rules, regulations, or procedures adopted by the Agency Board of Trustees or rule or directions of the Director
- 3) Under the influence of alcohol during work hours
- 4) Use, sale, possession, or being under the influence of any illegal drug/narcotic while on Agency time (This does not preclude discipline for similar actions off Agency time provided there is just cause and a nexus between their off duty action and their job duties.)
- 5) Conviction of a serious crime by a court of law; a record of one or more convictions which indicates that the person is a poor employment risk; failure to disclose material facts regarding criminal records; and false or misleading information on application form or examination and employment records concerning materials matters
- 6) Abandonment of position. Defined to mean absence without leave for three (3) working days or more without an acceptable explanation.
- 7) Lapse or loss of appropriate license
- 8) Repeated unexcused absences
- 9) Demonstrated incompetence
- 10) Insubordination

16.2 General Provisions:

- 16.2.1 When it is recommended that a permanent employee is to be suspended, reassigned, demoted, or dismissed, specific written charges shall be prepared and presented by the Director or his/her designee. The charges shall specifically state the cause of discipline and the facts underlying those charges, and informing the employee of their right to an informal Skelly meeting with the Director or his/her designee.
- 16.2.2 The Director shall provide the employee with a written notice of the recommended action. The notice of the disciplinary action shall contain a statement in ordinary and concise language of the specific acts and/or omissions upon which the disciplinary action is based, a statement of the cause for the action taken and, if it is claimed that an employee has violated a rule or regulation of the agency, such rule or regulation shall be set forth in said notice. The notice shall contain a provision for informing the employee of his/her right to a hearing before the Board and the right to request a hearing officer, as specified in this Article, on such charges. The notice shall contain a card of paper the signing and filing of which on a timely basis shall constitute a demand for a hearing and denial of all charges. The demand for hearing and request for appointment of a hearing officer must be filed within ten (10) working days of the date of the notice or recommended discipline. If the demand is not filed in a timely basis, the employee waives his/her right to a hearing.
- 16.2.3 Prior to the issuance of charges and notice of recommended discipline, the employee will be offered an opportunity to meet with the Director and/or a designee regarding the charges and proposed penalty. The employee has the right to bring his/her union representative to such meeting.
- 16.2.4 Notwithstanding the procedures prescribed above, an employee may be suspended for not more than thirty (30) days, except as provided in Section 16.2.5, prior to exhaustion of the appeal process at the discretion of the Director. Such suspension pending appeals shall take place if the Director determines that the employee's continued presence poses a threat to the safety of people or property. The employee shall be provided an opportunity to meet with the Director regarding such immediate suspension. An employee has the right to have a union representative present at the meeting. Such suspension will be with pay for more than thirty (30) calendar days during which time all disciplinary procedures shall be pursued. If the process takes more than thirty (30) days to exhaust, the employee shall continue on suspension without pay. If a delay or continuance is sought by the Agency or the hearing office, the suspension with pay shall continue for the length of such delay.
- 16.2.5 A permanent employee charged with the commission of any sex offense as

defined in Education Code Section 44010 or any narcotics offense as defined in Education Code Section 44011 by complaint, information, or indictment filed in a court of competent jurisdiction, may be suspended as provided for in the second paragraph of Education Code Section 45304. Such suspension will be processed as an involuntary personnel leave in accordance with the provisions of this rule relative to suspensions. The employee may receive compensation as provided for in the Code Section.

16.2.6 Dismissal shall cause removal of the employee's name from all employment lists.

16.2.7 Failure to file a request for hearing as provided for in this section shall constitute a waiver of the employee's right to a hearing and the Agency shall act on said charges without a hearing.

16.2.8 Probationary employees shall have no right to a hearing or a notice of charges if released without cause during the probationary period.

16.2.9 Definitions for the purposes of discipline (unless otherwise indicated):

a. Days -- Any day, Monday through Friday inclusive, in which the Agency office is open for business.

b. Date of receipt - Date of personal service or five (5) business days after date of service by certified mail.

16.2.10 Notwithstanding any other provision, a unit member assigned as a driver shall be immediately suspended without pay if his/her bus driver certificate lapses.

16.2.11 In the event of a bus driver certificate suspension by the Department of Motor Vehicles, the Agency may proceed with a suspension without pay or dismissal in accordance with the provisions of this Article except that the suspension without pay will not be limited to thirty (30) days.

16.3 Hearing:

16.3.1 A permanent employee who has been recommended for disciplinary action may request a hearing before the Agency within ten (10) calendar days after having been furnished with a copy of the written

charges by filing a written request for a hearing. Such request shall be filed with the Director.

16.3.2 A permanent employee who has not served the full probationary period for the class and who is recommended for demotion may request a hearing

before the Agency within ten (10) days after the receipt of a copy of written charges.

16.4 Hearing Procedure for Suspensions, and For Cause Transfers, Demotions & Dismissal Only:

- 16.4.1 The Agency may conduct hearings of appeals or may appoint a hearing officer from the Office of Administrative Hearings. The hearing officer shall conduct the hearing and report findings and recommendations to the Agency. Upon the request of the employee, the Board may appoint a hearing officer to conduct the hearing, provided that the cost of the hearing shall be split. The decision of the hearing officer will be advisory.
- 16.4.2 Hearings shall be conducted in the manner most conducive to a determination of the truth, and neither the Agency nor its hearing officer shall be bound by technical rules of evidence. Advisory decisions made by the hearing officer shall not be invalidated by any informality of the proceedings. Final decisions made by the Agency shall not be invalidated by the informality in the hearing procedures.
 - 16.4.2.1 At the election of the employee, the hearing shall be held in a public or closed session.
- 16.4.3 The Agency or hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. It shall base its findings on the preponderance of evidence.
- 16.4.4 Each side will be permitted an opening statement (Agency first) and closing arguments (Agency first). The Agency shall first present its witnesses and evidence to sustain its charges and the employee will then present his/her witnesses and evidence in defense. The burden of proof shall remain with the agency.
- 16.4.5 Each side will be allowed to cross-examine the witnesses.
- 16.4.6 Both the Agency and the employee will be allowed to be represented by legal counsel or other designated representative.
- 16.4.7 The Agency or hearing officer may and shall, if requested by the Agency or the employee, subpoena witnesses and/or require the production of records or other material evidence.
- 16.4.8 The Agency or hearing officer may, prior to or during the hearing, grant a continuance for any reason it believes to be important to its reaching a fair and proper decision.
- 16.4.9 Whether the hearing is held in public or closed session, the Agency, after it

concludes the hearing, shall deliberate its decision in closed session. No persons other than members of the Agency and the Agency's legal counsel, at the request of the Agency shall be permitted to participate in the deliberations.

16.4.10 The Agency or hearing officer shall render its judgment as soon after the conclusion of the hearing as possible and in no event later than twenty-one (21) calendar days after the hearing before the Agency or after receiving the report and recommendations by the hearing officer. Its decision shall set forth which charges, if any, are sustained and the reasons therefore.

16.4.11 The Agency may sustain or reject any or all of the decision filed by the hearing officer. It may not provide for discipline more stringent than that invoked by the Director. The Agency shall, in the event of a full or partial rejection of the hearing officer's decision, render its decision including the reasons, in writing, in accordance with the time lines of paragraph 16.4.10.

16.4.11.1 In the event that the employee had been suspended without pay pending the hearing and determination, and the charges/discipline are not sustained in the final decision, the employee shall be entitled to all back pay.

16.4.12 The employee or his/her representative may obtain a copy of the transcript of the hearing upon written request and agreement to pay for necessary costs.

16.4.13 The decision of the Agency is final and binding on all parties.

16.4.13.1 Both parties have the right to appeal the final decision to a court of proper jurisdiction.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 Definitions:

- 17.1.1 A “grievance” is an allegation that the grievant has been adversely affected by a violation, misinterpretation, or improper application of the terms and conditions of this Agreement, or a violation of the Educational Employment Relations Act (sections 3540-3549.3 of the California Government Code).
- 17.1.2 A “grievant” is a member of the bargaining unit or CSEA.
- 17.1.3 A “day” is any day in which the Agency Office is Open for business.
- 17.1.4 Failure by the grievant to appeal the decision within the specified time limit at any level shall be deemed an acceptance of the decision.

17.2 Level I:

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor within twenty (20) days after the occurrence of the act or omission giving rise to the grievance.

17.3 Level II:

If the grievant is not satisfied with the decision at the Level I conference, then within fifteen (15) days after the informal conference, the grievant may present the grievance in writing on the prescribed form to the immediate supervisor. This statement shall be clear, concise statement of the specific section of the collective bargaining agreement allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate his/her decision in writing within fifteen (15) days after receiving the grievance. Failure by the grievant to appeal the decision within the specified time limit shall be deemed an acceptance of the decision.

17.4 Level III:

In the event that grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on the form prescribed to the Director or designee, within fifteen (15) days after receiving a decision from Level II. This statement shall include a copy of the original grievance and appeal, the decision rendered and a clear concise statement of the reasons for the appeal. The Director or designee shall communicate the decision in writing to the grievant within fifteen (15) days after receiving the appeal. Failure by the grievant to appeal the decision within the specified time limit shall be deemed an acceptance of the decision.

17.5 Level IV:

If the grievance is not resolved to the satisfaction of the grievant at Step III, the grievant may, within fifteen (15) days of when the Level III decision was due, submit a written request for mediation of the grievance. The Agency shall, within five (5) days of receipt of the request, submit to the California State Conciliation Service a written request for the services of a mediator.

The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. At the outset of the process, the mediator shall schedule a meeting at a mutually agreeable time for the purpose of resolving the matter through mediation.

If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect, and thus waive the right of either party to any further appeal of the grievance.

If no satisfactory settlement is reached within fifteen (15) days following the conclusion of mediation, the Association may, submit the matter to Arbitration as outlined below.

17.5.1 In the event the grievant is not satisfied with the decision at Level III, she/he may, within fifteen (15) days after the receipt of the decision from the Director or his/her designee, request in writing that CSEA submit the grievance to the Grievance Appeals Committee. If not submitted by CSEA, the decision at Level III shall become final. CSEA shall identify each aspect of the Director's decision with which the grievant disagrees.

17.5.2 Grievance Appeals Committee:

The Committee shall be composed of three (3) people selected as follows:

- one (1) appointee made by the Union;
- one (1) appointee made by the Agency;
- one (1) member chosen by mutual agreement of the other two members.

If the Union and Agency representatives cannot agree on a third party, they will contact State Mediation and Conciliation for a list of five (5) arbitrators. The parties shall alternately strike names from the list until only one remains. The remaining arbitrator shall serve as the third person on the Committee. Which party strikes the first name shall be determined by chance, such as a tossing a coin.

17.5.3 Committee Procedures:

The Committee shall have no power to alter, amend, change, add to, or subtract from any terms of this Agreement. The authority and jurisdiction of the panel shall be limited to deciding whether there has been a violation of this Agreement and determining an appropriate award, adjustment, or other remedy.

The decision of the Committee shall be made solely upon the facts, evidence, and arguments presented to the panel by the respective parties.

Unless the parties agree otherwise, the panel shall render a decision in writing within thirty (30) days following the hearing.

- 17.5.3.1 The decision of the Grievance Appeals Committee may be binding on both parties, CSEA and the Agency subject to the agreement of the panel representative of both parties prior to the start of the hearing.

17.5.4 Costs:

If an arbitrator serves as the third member of the Committee, the cost of retaining the arbitrator shall be borne equally between the Union and the Agency.

- 17.5.4.1 All other costs incurred by the parties individually such as attorney fees and witness fees shall be borne by the party incurring such costs.

17.5.4.2 Court Reporter:

A court reporter shall be provided for the Committee hearing; the parties shall split the cost of the court reporter. Each party shall pay for their own transcript.

17.6 Appeal to the Board:

Either party may appeal the decision of the Committee to the Agency Board within ten (10) days of having received the Committee's decision. If the decision is appealed to the Agency Board, the Board shall meet within twenty (20) days to consider the appeal. The Agency Board shall meet and shall make a determination based solely upon the record of the hearing produced before the Committee. If no appeal is made to the board within ten (10) days, then the decision of the Committee shall stand.

17.7 Miscellaneous:

During the pendency of a grievance, the grievant shall continue the assigned functions until

a resolution of the grievance is final. Employees who file a grievance or who participate in a grievance procedure shall be free from harassment or retaliation by the Agency as a result of filing or participating in a grievance.

17.7.1 Time limits for appeal provided at each level shall begin the day following receipt of written decisions by the parties in interest.

ARTICLE 18 - PUBLIC COMPLAINT PROCEDURE

- 18.1 Any parent or citizen complaint about an employee shall be reported immediately to the employee by the employee's supervisor or the Agency Director. Every effort will be made to resolve a complaint at the earliest opportunity. As such, the complainant is encouraged to meet with the employee against whom the complaint is lodged in order to informally resolve the complaint.
- 18.2 The Agency Director will inform any complainant that wishes action taken against an employee that they must file a complaint in writing within ten (10) days of first contact with the Agency. The complaint shall include the nature and details of the incident that give rise to the complaint, the name, and address of the complainant, and shall be signed and dated by the complainant.
- 18.3 The employee shall receive a copy of the complaint upon receipt by the Agency, and shall have ten (10) days to respond to the complaint in writing. The employee's written response shall be attached to the complaint. Should the employee choose not to respond to the complaint it shall not be construed that the allegations are true.
- 18.4 The complaint and the attached response, if any, shall be kept in a separate file until such time that the Agency Director has investigated the allegations to determine their veracity. Such investigation may include meeting(s) with the complainant and/or the employee. If the Agency Director deems it necessary a meeting with the complainant, employee and student (if applicable), shall be called by the Director for the purpose of attempting to resolve the complaint.
- 18.5 If after investigation the Agency Director determines that the allegation(s) in the complaint are sufficiently serious to warrant placing the complaint in the employee's personnel file the Director shall so notify the employee as provided for in Article 2.1 of this Agreement.
- 18.6 The Director's decision shall be final unless the complainant, the employee, or the director requests a closed hearing before the Board of Directors on the complaint.
- 18.7 If it is determined at a later date by action by the Board of Directors, mutual agreement, through the grievance procedure, or in a court of law, that the allegations are untrue, or that the complaint has no basis in fact, all the material related to it shall be removed from the employee's personnel file and destroyed.
- 18.8 If the Agency Director determines that the complaint provides sufficiency of cause to initiate disciplinary proceedings against the employee, disciplinary action may be imposed only in accordance with the provisions of Article 16 of this Agreement.

ARTICLE 19 - NEGOTIATIONS

- 19.1 The CSEA and the West County Transportation Agency agree to meet and negotiate in good faith on all matters relating to employment conditions and employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment in compliance with the Educational Employment Relations Act (sections 3540-3549.3 of the California Government Code).
- 19.2 The Parties further agree, that if after a good faith effort to reach agreement on the parties' negotiation proposals, and a reasonable amount of time spent in the negotiations process there is no further movement evident, that either party may declare that an impasse exists.
- 19.3 If either party makes a declaration of impasse it will be that party's responsibility to contact the State Mediation and Conciliation Service to request the services of a State Mediator be assigned to assist in the completion of the negotiations process.
- 19.4 In the event that mediation does not result in an agreement, CSEA and the West County Transportation Agency agree to submit the issues still outstanding to the State Mediation and Conciliation Service for fact finding.

ARTICLE 20 - SEVERABILITY

- 20.1 If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the Agency which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portion which shall remain in full force and effect.
- 20.2 This Agreement shall effect existing policy or the Board only to the extent that the provisions hereof are inconsistent with such policy, in which case, the provisions hereof shall take precedence to the extent of such inconsistency.

ARTICLE 21 - CHECK OFF AND ORGANIZATIONAL SECURITY

21.1 Check Off:

CSEA shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit. The Agency shall, upon appropriate written authorization from any employee, deduct such dues and make appropriate remittance to the Association within a reasonable time thereafter.

21.2 Dues Deduction:

The Agency shall deduct in accordance with the CSEA dues schedule dues from the wages of all employees who are members of CSEA on the date of the execution of this Agreement.

The Agency shall deduct the dues in accordance with the dues and service fee schedule, attached hereto and marked Appendix E, from the wages of all employees in the bargaining unit who, after the date of execution of this Agreement, become members of CSEA and submit to the Agency a dues authorization form.

The Agency shall distribute CSEA-supplied membership applications to new hires. The Agency shall refer all employee questions about CSEA or dues to the CSEA Labor Relations Representative.

The Agency shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

There shall be no charge by the employer to CSEA for deductions.

21.3 Membership Information:

The Agency shall provide CSEA with:

A: New Hire Contact Information

On the last workday of each month, the Agency shall provide to CSEA, via a mutually agreeable secure FTP site or service, the name and contact information on the new hires. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the Agency.

The information shall be provided electronically in an Excel spreadsheet via a mutually agreeable secure FTP format and shall include the following items with each field in its own column:

- i. First Name
- ii. Middle initial
- iii. Last name

- iv. Suffix (e.g. Jr., III)
- v. Job Title
- vi. Department
- vii. Primary worksite
- viii. Work telephone number
- ix. Work Extension
- x. Home Street address (incl. apartment #)
- xi. City
- xii. State
- xiii. Zip Code (5 or 9 digits)
- xiv. Home telephone number (10 digits)
- xv. Personal cellular telephone number (10 digits) if provided to employer
- xvi. Personal email address of the employee if provided to employer
- xvii. Last four numbers of the social security number
- xviii. Birth date
- xix. Agency Employee ID
- xx. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS)
- xxi. Hire date

B. In the event no one is hired on any particular month, the Agency shall send an e-mail to CSEA confirming they did not hire any new staff that month.

C. Ongoing Quarterly Updates

The Agency shall provide CSEA complete bargaining unit member information and work locations on the last working day of September; January and May. The specific employee information to be provided and the method of reporting shall be that same as described above in Section A.

The Agency will provide this information to CSEA in accordance with Government Code sections 6254.3 and 6207, and in compliance with the employee privacy requirements described in applicable law.

21.4 Hold Harmless Provision:

CSEA shall defend and indemnify the Agency for any and all claims arising from its compliance with the provisions of this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership due authorization. The employer shall be required to promptly notify CSEA of any claims made by employees related to dues authorization.

ARTICLE 22 - COMPLETION OF MEET AND NEGOTIATION

- 22.1 This document represents the total agreement of the parties on all of the subjects set forth herein. During the term of the Agreement, both parties agree the other party shall not be obligated to meet and negotiate with respect to any matter covered in this Agreement.

ARTICLE 23 - DURATION

23.1 This Agreement shall become effective on the date of ratification by both parties and shall continue in effect for three (3) years beginning July 1, 2020 and ending June 30, 2023, with reopeners of three (3) articles of each party's choice for each year. Article 7 shall not be reopened during the term of the contract. Negotiations are closed for 2022-23.

For CSEA 760:

Date

For West County Transportation Agency:

Date

INDEX

- accident, 10, 42, 43, 44, 58, 59, 60, 63
- Adjustment of Assigned Time, 6
- Agency vehicles, 20, 23
- alcohol, 58, 59, 60, 63, 64
- all call, 17
- allegations, 73
- Allowances, 21
- Arbitration, 70
- assigned, 4, 6, 7, 8, 9, 10, 12, 14, 15, 16, 17, 18, 19, 20, 31, 32, 33, 38, 50, 51, 55, 57, 66, 71, 74
- assignment, 6, 11, 16, 17, 18, 19, 23, 31, 33
- Assignment of Daily Bus, 7
- Association, 2, 4, 15, 50, 76, 79
- bargaining, 2, 4, 5, 6, 7, 18, 21, 22, 23, 36, 38, 39, 40, 41, 42, 44, 46, 50, 51, 52, 54, 55, 69, 76
- benefits, 24, 33, 39, 41, 43, 47, 56, 63
- bereavement leave, 44
- bid, 7, 8, 9, 10, 12, 20, 30, 31, 33
- bidding, 8, 9, 11, 30
- Bilingual Stipend, 21
- block drawing, 20
- bump, 12, 14, 15, 54
- bumping rights, 9, 12, 52
- bus, 9, 11, 14, 16, 17, 18, 19, 23, 25, 28, 30, 31, 33, 34, 37, 51, 57, 58, 59, 66
- call back time, 19
- Call In Time, 19
- Cancellation, 22
- Catastrophic Leave, 46, 47
- certification, 25, 27, 28
- Child-Rearing Leave, 44
- Class C, 10, 20, 31
- classification, 4, 16, 28, 50, 52, 54, 55, 56
- compensatory, 6
- complaint, 66, 73
- conference, 23, 46, 69
- CSEA, 1, 3, 4, 5, 6, 31, 46, 50, 51, 54, 57, 58, 69, 70, 71, 74, 76, 79
- CSEA Conference Leave, 46
- day, 4, 6, 7, 9, 10, 11, 14, 15, 16, 17, 18, 23, 26, 29, 36, 38, 40, 41, 43, 51, 54, 61, 66, 69, 72
- deductions, 44
- dental, 36, 37
- Disciplinary, 52, 56, 57, 64
- discipline, 52, 57, 63, 64, 65, 66, 68
- dispatch, 8, 15, 16, 30
- Dispatcher, 20
- Driver Calendar, 9
- driver instructor, 24, 30
- Drivers, 6, 7, 8, 9, 10, 11, 16, 17, 18, 30, 33, 48
- drug, 58, 59, 60, 61, 63, 64
- dry run, 8
- dues, 76
- duration, 20, 23, 31, 33, 44, 46, 79
- Eligibility, 38, 39
- Evaluation, 3
- Evening Shift, 21
- examination, 22, 64
- Extended School Year, 20
- extra work, 10, 16, 18, 20
- Family Care, 47
- Family Care Leave, 47
- Fee, 76
- field trip, 18, 22, 23, 32, 33, 48
- flexible rotation, 17, 32
- FMCSA Clearinghouse, 62
- General Leaves, 46
- grievance, 69, 70, 71, 73
- Handbook, 5
- health, 22, 35, 36, 47, 57, 58
- health and welfare, 33, 34, 36
- holiday, 15, 16, 32, 33, 38, 40, 45
- Increase in Hours, 6
- insurance, 35
- job description, 51
- Jury Duty, 46
- lateral transfer, 52, 58
- layoff, 7, 15, 54, 55, 56
- leave of absence, 36, 41, 43, 44, 46
- License, 24
- licensing, 24
- Lodging, 23
- lunch period, 6
- management, 1, 2, 10, 18, 33, 48, 50, 52, 58, 60
- marijuana, 58
- Meals, 23
- Mechanic, 19, 20, 25, 26, 27, 28
- mediation, 70, 74
- membership, 4, 76
- negotiate, 6, 15, 54, 74, 78
- orientation, 4, 5
- Out of Classification, 21
- overnight stay, 18
- overtime, 6, 15, 19, 24
- pay, 1, 3, 5, 6, 7, 11, 15, 18, 19, 21, 22, 23, 24, 26, 27, 28, 30, 31, 33, 38, 39, 40, 41, 43, 46, 47, 60, 61, 63, 65, 66, 68, 71
- PERS, 36, 37
- Personal Necessity, 44
- personnel file, 3, 73
- position, 6, 15, 21, 25, 26, 42, 47, 50, 51, 52, 54, 55, 56, 58, 64
- posting, 4, 32
- Pregnancy Disability Leave, 43
- probationary, 3, 41, 66
- Promotions, 51, 52

Reclassification, 50
 reduction in hours, 15, 33, 54, 55
 reemployment rights, 54, 55
 Refusal, 19, 63
 refused, 17
 regular hours, 7, 19
 reimburse, 22, 23, 25, 56
 reimbursement, 23, 24, 26, 28, 29
 release time, 4, 57
 religious, 41, 64
 Rest Period, 7
 roster, 4, 8, 16, 17
 route, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 25, 29, 30, 31, 32, 33, 35, 36, 45, 52, 57
 route sheets, 7
 Route Splitting, 28
 Router/Scheduler, 20
 routes, 7, 8, 9, 10, 12, 13, 15, 16, 22, 29
 Safety, 25, 57, 58, 60
 Salary, 22, 34
 salary adjustment, 27
 salary schedule, iii, 22, 26, 52
 seniority, 4, 6, 11, 14, 15, 16, 20, 22, 30, 33, 52, 54, 55, 56
 shop, 19, 25
 sick leave, 31, 32, 33, 36, 41, 42, 43, 44, 46, 47
 special education, 8, 9, 29, 32
 specialized certificate stipends, 21
 stand-by, 6, 10, 18, 23
 standby driver, 28, 29
 stand-by driver, 10, 18
 stipend, 18, 21, 24
 substitute, 17, 18, 27, 42
 summer work, 30, 32
 Supplemental Hours, 16
 testing, 24, 51, 58, 59, 60, 61, 63
 Therapy runs, 8, 16
 Tools, 27
 Trading trips, 18
 training, 14, 23, 24, 25, 26, 28, 33, 58, 60
 Training Payments, 24
 Transfer, 52, 57
 transportation, 23
 transportation aide, 28
 Uniform, 48
 Union Dues, iv
 vacancies, 51, 55
 Vacation, 39, 40
 Vacation Pay, 39
 vision, 36, 37
 West County Transportation Agency, 1, 2, 25, 37, 74
 wheelchair, 16, 25, 29
 window period, 12, 13, 14, 15, 30
 work hours, 6, 23, 41, 64