

## **ARTICLE 9--ASSIGNMENTS**

### **9 Work Assignments**

#### **9.1 Differential Pay Assignments**

The District agrees to assign employees to duties for which differential pay is designated based on job classification seniority among those employees who request such an assignment.

#### **9.1.1 Job Descriptions**

Upon initial employment and upon each change of classification thereafter, an employee shall be furnished two (2) paper or electronic copies of his/her their class specifications. One (1) copy shall be retained by the employee, and the other copy shall be signed and dated by the employee and returned to the Human Resources Department, his/her their supervisor.

#### **9.1.2 Custodial Assignments**

9.1.2.1 When a custodial assignment becomes vacant at a school or site, the principal or unit administrator will fill the vacancy based upon the District seniority of those site employees who apply. Seniority will prevail unless cause is demonstrated for denial of the assignment.

9.1.2.2 The District may designate new custodial employees as unassigned or floating custodians.

9.1.2.3 The District agrees to provide permanent custodial employees a regular school/site assignment as soon as ~~practicable~~ a permanent vacancy becomes available based on seniority, unless he/she they voluntarily agrees to an unassigned position.

#### **9.1.3 Seniority Ranking**

Whenever two (2) or more persons have the same seniority ranking, the tie shall be broken by first considering time spent in a temporary or substitute capacity and, if equal, by casting of lots in the presence of site chapter leadership.

### **9.2 Reassignments--On-the-Job Injury**

When an employee is injured on the job and is unable to fulfill the requirements of the classification held, but has been released by a qualified and mutually acceptable physician to return to work, the District shall place

the employee in the first available vacancy in any classification in which the employee has earned permanent status, or in any classification for which qualified ~~without financial impact~~; once the employee has been certified as physically able to perform work duties by a mutually acceptable physician. The injured employee will, upon application, be referred for interview for any classification at a higher range for which qualified as a part of the 50% referred, under Article 13, Section 3.4.1 (3), on the basis of seniority, regardless of his/her own seniority.

- 9.2.1 The parties agree to work cooperatively within the auspices of the unit's health and welfare benefits committee to develop a "return to work policy" for represented classified employees. Such work product will be referred back to the parties' respective negotiating committees for the purpose of bargaining during the 2020-2021 ~~time period of contract~~ reopeners.

### 9.3 Seniority Lists

- 9.3.1 A seniority list for employees in each job classification shall be established ~~as an online document, with viewing privileges shared with all SEIU stewards and chapter leadership~~, for designating date of hire in the District and including date of hire in present classification.

- 9.3.2 The seniority lists shall be ~~maintained current by the district~~, provided to each steward at each worksite or administrative unit upon request.

- 9.3.3 A correct copy of the seniority list shall be forwarded to the Union once a year, no later than November 15.

### 9.4 Transportation Assignments--Bus Driver Routes and Bidding

- 9.4.1 Bus routes will be posted in the Transportation Office as they are established. Such posting will include available information such as schools and estimated starting times, hours and number of runs.

Bus driver assignments shall include all regular home-to-school routes, Special Education routes, ~~basic school routes, Regional Occupational Program routes~~, three (3) unassigned positions and, when designated by the District, an ~~out-of-town~~ field trip bus. All other in-District and out-of-District field trips, athletics or school related trips will be included in the above routes by the transportation supervisor as determined by the availability of free time of equipment and driver.

Known routes with free time for field trips will be designated for bidding information.

Drivers' assignments for trips that originate after 4:30 p.m., weekends or holidays, will be assigned from the overtime board.

Driving assignments for any trips which are paid at the regular rate of pay and are not covered by the bidding procedure will be assigned by seniority.

- 9.4.1.1 Bidding will be by seniority. Seniority for bidding purposes only as related to this section shall include all service performed in the current classification or a higher classification that requires a school bus certificate, provided there is no break in service.

All bus drivers who are otherwise qualified and with a confirmed full medical release date of no later than five (5) days before the first day of school in September will be entitled to bid.

- 9.4.1.2 Bus drivers will be paid at their regular rate of pay for actual time worked in preparing bus routes and accomplishing equipment maintenance.

- 9.4.1.3 When new or vacant routes become available after the initial bidding has taken place and the routes become available prior to December 1, drivers who wish to rebid their route shall be permitted to rebid. Such drivers shall place their names on a schedule bid roster. Such bidding shall occur during a two (2) day period designated by the director of Transportation which falls within the first two (2) weeks of December. Drivers who participate in the rebidding shall have their routes included as a vacant route for possible rebidding by other drivers.

- 9.4.1.4 Routes chosen in accordance with the December bidding shall take effect on the first work day immediately following Winter ~~vacation~~ break.

- 9.4.1.5 All bus drivers shall complete in advance and maintain a "Drivers Route List" as changes are identified to the run and/or routes. ~~if there are any changes in runs or routes.~~

- 9.4.1.6 Additional hours which become available during the school year shall be assigned to drivers who have less than eight (8) annually assigned hours, taking into consideration operational efficiency and seniority.

- 9.4.1.7 Bus attendants shall be assigned additional hours by seniority. Bus attendants will be hired at a minimum of .75 FTE.

#### 9.4.2 **Non-Public/County Program Schools**

- 9.4.2.1 The District school calendar does not match the calendar of the non-public and county program schools.

- 9.4.2.2 When the District schools are in session but the non-public schools and/or county program schools are not, the Bus Drivers and Attendants will be expected to report for work and will be used to cover other runs.

9.4.2.3. When the non-public and/or county program schools are in session but the District schools are not, the District will offer this extra work to the Bus Drivers and Bus Attendants that are normally assigned to these routes. Many of the route service severe emotionally disturbed students. It is in the best interest of the students to have the regular Driver and Attendant where possible. If the regular Driver and Attendant decline this offer of extra work, the Transportation Department will offer the extra work to qualified Bus Drivers on a seniority basis.

9.4.2.4. ~~All current 5 hour bus drivers shall be increased to 6 hours. Upon ratification of this agreement, all newly hired bus drivers will be 6 hours.~~ **All bus drivers shall be maintained at least 6 hours.** The District shall maintain ~~350%~~ **65%** ~~75%~~ of drivers at 8 hours.

## 9.5 **Transportation Field Trips**

### 9.5.1 In-District Field Trips

9.5.1.1 All Bus Drivers who are proficient are eligible for special driving assignments for in-District field trips.

### 9.5.2 Out-of-District Field Trips

9.5.2.1 Only qualified Drivers who are proficient and who have completed six (6) months of satisfactory service in their current classification shall be eligible for out-of-District driving assignments.

## 9.6 **Overtime--Bus Drivers**

9.6.1 Equal opportunity will be afforded all Drivers to work overtime. Each sign-up for overtime shall be made on the basis of seniority.

All drivers shall be given the opportunity to sign up for overtime twice each school year, unless the District finds it necessary to create another round of sign ups. The first sign up will be at the orientation meeting conducted prior to the start of the traditional school year. The first sign up will be effective the first day of the traditional school year and will run through December 31.

The second round of sign ups will occur during the month of December. The second sign up will be effective upon the first day of school returning from winter recess **break** and will run through the last day of the traditional school year. After three (3) refusals in each semester, no further offer of overtime will be made. During each semester, all eligible drivers will be offered available overtime by using the current seniority roster. Once all the offers have been made during the specific sign up period subsequent offers of overtime will **continue to be made by use of the seniority list and specialized**

qualifications (i.e. wheelchair, mountain, transit etc.) be made to eligible Bus Drivers whose prior accumulation of overtime is lowest.

9.6.2 A refusal of overtime means any verbal or written statement(s) by the employee that he/she **they does** not wish to work an overtime assignment, or, by the failure of the employee to respond within the required time period stated on the overtime form. Refusals do not include authorized leaves of absence or verified attendance at special bus training or workshops, such as the Bus Rodeo, etc.

## 9.7 Use of School Buses and Route Time

9.7.1 Paid time following completion of a run shall be based upon time required to drive back to the yard.

## 9.8 Transportation Summer Work

9.8.1 All Bus Drivers and Bus Attendants are eligible to apply for summer assignments in their classifications.

9.8.2 Interested transportation employees may place their names on a summer work roster.

9.8.3 Summer bidding will be by seniority. Seniority for bidding shall include all service performed in the regular District classification or a higher classification that requires a school bus certificate, provided there is no break in service. The District shall retroactively convert all Bus Drivers and Attendants that work summers into 11-month employees for the previous school year and vacation accruals shall be adjusted to meet requirements pursuant to Article 11. These Bus Drivers and Attendants shall enjoy all benefits of 11-month employees.

9.8.3.1 Priority will go to certificated school bus drivers before offered to Class C van drivers. Priority will go to certificated school bus drivers who have received school bus certificates before offering to Class C van drivers.

## 9.8.4 Summer Overtime

Summer overtime shall be the overtime during the time period from the end of the spring semester to the beginning of the fall semester. Drivers eligible for summer overtime are those Drivers who bid for and perform summer runs or trips. The first offer of overtime shall be made on the basis of classification seniority. Subsequent offers of overtime will be made to eligible Bus Drivers whose overtime accumulation is lowest.

## 9.8.5 Nutrition Summer Work

During Per Diem Summer Work, the following criteria shall be used to select eligible applicants that apply to work during summer:

- a. ~~Food Service Assistant IVs with the most seniority in that classification shall be selected for available positions.~~  
Food Service Leads with the most seniority in that classification shall be selected for available positions.
- b. ~~Food Service Assistant IIIs who are currently Food Service Assistant IV or Food Service Assistant III by using their Food Service Assistant III seniority date in that classification shall be selected for available positions.~~  
Food Service Leads, Food Service Assistants, and Food Production Assistants with the most seniority shall be selected for available Food Service Assistant positions.
- c. **Food Service Assistants who are currently employed in the District, who apply and meet the qualifications of the classification shall be selected for available positions.**
- d. ~~Food Service Employees who work less than four (4) hours shall be increased to at least four (4) hours Monday through Friday.~~

## 9.9 Meals and Lodging--Transportation Workers

9.9.1 For out-of-District field trips where the destination exceeds a radius of forty (40) miles from the District transportation yard or of more than six (6) hours duration, meal allowances will be paid as follows:

Breakfast: \$10.00 (if required to be on duty prior to 6:00 a.m.)

Lunch: \$15.00

Dinner: \$31.00 (if required to be on duty after 7:00 p.m.)

The reimbursement rate shall be at the rate of the U.S. General Services Agency, or whichever amount is greater.

9.9.1.1 For in-District or out-of-District field trips or athletic trips of less than a forty (40) mile radius from the District transportation yard and which on a regular workday results in less than a one (1) hour break between completion of the employees' regular workday assignment and the start of the additional assignment, the following meal allowance will be paid to school Bus Drivers:

9.9.1.2 For field trips scheduled on weekends or other non-work days, meal allowances will be paid as follows:

Breakfast: \$10.00 (if required to be on duty prior to 6:00 a.m.)

Lunch: \$15.00

Dinner: \$31.00 (if required to be on duty after 7:00 p.m.).

The reimbursement rate shall be at the rate of the U.S. General Services Agency, or whichever amount is greater.

9.9.2 School Bus Drivers shall be reimbursed for necessary and actual lodging expenses.

## 9.10 Mileage Pay

### 9.10.1 Vehicle Use

The District shall reimburse employees who, as a condition of their employment imposed by the District, must travel from one District site to another District site. The rate of reimbursement for required use of vehicle shall be at the Internal Revenue Code recognized maximum reimbursement.

### 9.10.2 Vehicle Use for Hauling District Equipment

Employees who **voluntarily agree with Supervisory approval** are regularly required by the **district management** director, Maintenance and Operations to haul District equipment in their vehicles shall be compensated at the rate of \$125 ~~\$150~~ ~~\$175~~ per month. Regularly shall be defined as seventy-five percent (75%) ~~hauling equipment of twenty-five percent (25%)~~ ~~fifty percent (50%)~~ **50%** or more of the working days of any month.

### ~~9.10.3 Vehicle Use for Food Services Satellite Managers~~

~~Employees who are regularly required by the director, Food Services Department, to transport cafeteria food in their vehicles shall be compensated as follows: For lunch only--\$40 per month; for breakfast and lunch--\$50 per month. Regularly shall be defined as seventy-five percent (75%) or more of the working days of any month. (OUTDATED)~~

## 9.11 Uniforms

9.11.1 The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems and cards required by the District shall be borne by the District.

9.11.2 ~~The District will provide transportation shop personnel and maintenance workers Maintenance and Operations Staff, Food Service Staff, roofers, warehouse workers, and other staff as designated by the District with an annual allowance of \$135 up to \$200 up to \$235 vouchers redeemable Bl Gr(linger Industrial Supply, J4.9.J-ndustrictl Blvd, West SacNwie1to, for the purpose of purchasing the appropriate safety steel toed footwear as determined approved by the District for meeting the minimum standards of safety and performance required by their job description. Additionally, the District will provide operations staff food service workers with an allowance of up to \$150, for the purpose of purchasing the appropriate safety footwear approved by the District for meeting the minimum standards of safety and performance required by their job description.~~ Purchasing accounts will be set up or purchases can be reimbursed by the District. Such Affected staff are required to will wear the appropriate and safe safety steel-toed footwear must be worn at all times when necessary while performing their duties.

The District will provide transportation shop personnel **and trade maintenance workers** Maintenance and Operations Staff, Food Service Staff, roofers, **warehouse workers**, and other staff as designated by the District with an annual allowance of \$135 up to ~~\$200~~ **up to \$250** vouchers redeemable Bl Gr(linger Industrial Supply, J4.9.J-ndustrictl Blvd, West SacNwie1to, for the purpose of purchasing the appropriate safety toe protection and oil resistant soled **steel toed** footwear **as determined** approved by the District for meeting the minimum standards of safety and performance required by their job description.

#### **Nutrition Services**

**Additionally, the District will provide slip resistant shoes for food service workers staff assigned to the Central Kitchen and District Warehouse operations and other staff as designated by the District staff food service workers with an allowance of up to \$150, for the purpose of acquiring purchasing the appropriate slip resistant shoes safety footwear approved by the District for meeting the minimum standards of safety and performance required by their job description.** Purchasing accounts will be set up, or purchases can be reimbursed by the District. Such Affected staff are required to will wear the appropriate and **slip resistant safety footwear shoes** safe safety steel-toed footwear must be worn at all times when necessary while performing their duties.

9.11.3 The District shall provide adequate rain protection gear for all employees that are required to work outside in inclement weather. ~~(This provision is limited by a Tentative Agreement between the parties dated April 4, 1999).~~

9.11.4 The District shall provide aprons, shirts (5 at hiring and 3 each year thereafter), hair nets, hats, or visors which are required to be worn and

maintained by all nutrition services food service assistants at all times. ~~This requirement shall not prohibit concerted activity.~~

9.11.5 The District shall provide shirts, (5 at hiring and 3 each year thereafter), for all warehouse workers.

## 9.12 **Tools**

The District will provide to all building trades, maintenance and transportation mechanic employees all required power tools and hand tools except for those tools which the employees are required to provide for their trade.

The District and the Union agree to meet and consult **annually** on lists of tools which the employer is required to provide on the job.

## 9.13 **Physical Exams**

When employees are required as a condition of continuing employment to have medical examinations, the cost of such examinations shall be borne by the District. If employees request to use a doctor of their choice rather than one designated by the District, they shall be reimbursed in an amount equal to the rates established by the District's designated doctor. The District may designate the doctor when the medical examination is for job performance reasons.

## 9.14 **Work shift Assignments**

### 9.14.1 Third Shifts

The District agrees to the following staffing arrangements on the third shift:

9.14.1.1 At no time shall the District schedule less than three (3) custodians working a third shift. The District shall make every reasonable effort to provide a qualified substitute for any absence.

## 9.15 **Work Schedules**

9.15.1 The District shall designate a work schedule for all employees. Such designation may be by initial assignment or continuation of a prior assignment. Schedules will include normal hours of work, workdays, workweeks, worksites and work years. The District shall make every effort not to change an employee's work schedule more than once during the school year excluding summer vacations and holidays.

### 9.15.2 Changes in Work Schedules

Except in cases deemed an emergency by the District, two (2) weeks, when feasible, advance written notice of a change in work schedule will be given to affected employees. When a schedule change will affect a significant number of employees, the Union will be notified of the change.—Education Employment Relations Act (EERA) shall govern the parties' obligations with regard to changes in work schedules.

### 9.15.3 Temporary Changes in Work Schedules for Part-Time Employees

An employee who works an average of thirty (30) minutes or more per day in excess of a regular part-time assignment for a period of twenty (20) consecutive working days or more shall have ~~his/her~~ their regular assignment changed to reflect the longer hours in order to acquire vacation and sick leave benefits on a pro rata basis.

### 9.15.4 ~~For the 2014-2015 school year, and thereafter, the required days of service shall increase by three (3) service days. This increase in service days shall reflect the restoration of three (3) furlough days, to be included on the 2014-2015, 2015-2016, and 2016-2017 calendar.~~

a. ~~For the 2014-2015 school year, ten (10) month employees shall work August 27<sup>th</sup> and August 28<sup>th</sup>, prior to the start of the school year.~~

b. ~~For the 2014-2015 school year, eleven (11) month employees shall return one (1) day sooner than their normal start date and stay one (1) day later than their normal last day of work.~~

c. ~~For the 2014-2015 school year, twelve (12) month employees shall work the two (2) days during Thanksgiving Break or request for prior approval time off.~~

### 9.16 **Rest Periods**

All employees shall be granted rest periods as follows: three (3) hour employees shall have one (1) ten (10) minute break; four (4) hour employees and five (5) hour employees shall have one (1) fifteen (15) minute break; six (6) hour and seven (7) hour employees shall have two (2) ten (10) minute breaks; and eight (8) hour employees shall have two (2) fifteen (15) minute breaks.

#### 9.16.1 Appropriate time for rest periods shall be arranged by the employee's supervisor. All rest periods shall be duty free. The District shall compensate employees for each missed rest period with one (1) additional hour's pay at the employee's regular rate.

9.16.2 The provisions of 17.1 shall be posted in those locations at each site commonly frequented by classified employees.

9.17 **Lunch Period**

An unpaid lunch period of at least thirty (30) minutes will be granted employees who work four (4) or more hours during a day. In those cases where the District requires an employee to remain on duty during ~~his/her~~ their lunch period, such employee will be paid for the lunch period at ~~his/her~~ their regular rate of pay. ~~The District shall compensate employees for each missed lunch period with one (1) additional hour's pay at the employee's regular rate.~~

9.18 **Summer Assignments**

9.18.1 All employees who are not assigned during the summer vacations shall be considered for temporary summer work if they indicate their interest by applying for such work by May 1, or by responding to specific notices of posted summer vacancies. Only in-District employees will be employed unless an outside applicant has needed skill(s) which no in-District applicant possesses.

9.19 **Work Location(s)**

The school(s) or site(s) at which an employee performs ~~his/her~~ their assigned duties.

9.20 **Commitment to Training**

The District will provide adequate training commensurate with workload and mission requirements. Management will make good faith efforts to assist employees in partaking of training when necessary.

[...]