

## ARTICLE 2

### DURATION OF CONTRACT

[ 1 2.1 The duration of the Agreement shall be from July 1, ~~2016~~ 2020 through June 30,  
2 ~~2019~~ 2023.

## ARTICLE 3

### NEGOTIATIONS

3.1 ~~The District and CSEA shall have available two re-openers for the 2018-2019 school year to be exercised (“sunshined”) on or before March 15, 2018; additionally, automatic re-openers for the 2018-2019 school year shall include Salary and Health & Welfare, Article 12 (Transportation) and a possible new article (Contracting out Bargaining Unit Work) for negotiations, which CSEA reportedly proposed for the 2017-2018 bargaining cycle, as well as Article 17 (Reclassification and Equity Adjustments), which both Parties had agreed previously to revisit during the 2017-2018 bargaining cycle.~~

~~Negotiations for both the 2016-2017 and 2017-2018 school years are closed. Negotiations related to future year work calendars shall commence no later than sixty calendar days after ratification.~~

3.1 For the 2021-22 and the 2022-23 school years, Article 6 (Health & Welfare) and Article 7 (Pay & Allowances) are automatic reopeners. Each party will be granted up to two (2) additional articles to reopen per school year.

Negotiations for the 2020-21 school year is completed.

3.2 The District will make known its written proposal at the regularly scheduled Board meeting in which CSEA’s written proposal is officially received by the Board of Education.

3.3 CSEA may also reopen solely on matters hitherto not subject to negotiation if the scope of negotiations under the Rodda Act is broadened by state statute.

3.4 This Article does not preclude either party from meeting the requirements of Section 3547 of the Government Code prior to the official reopening date.

3.5 If the certificated bargaining unit and/or the classified/certificated managers’ group receive a higher total compensation increase in salary and/or benefits, negotiations will be reopened in these areas.

3.6 Initial Proposals shall be submitted no later than the Board meeting in June for the upcoming school year.

3.7 For the 2016-2017 and 2017-2018 agreement, CSEA shall enjoy a “guaranteed me too” provision, to wit, if any other bargaining unit receives additional total compensation in salary and/or benefits other than the 5% agreed upon, per the Tentative Agreement signed on July 11, 2017, then CSEA shall receive the very same increases in salary and health benefits.

- 1 3.8 Negotiations shall take place at times and places mutually agreeable to the parties.  
2  
3 3.9 The District agrees to schedule an initial exploratory meeting to discuss an  
4 Apprenticeship Program on or before September 30, 2015. The District agrees to  
5 schedule any additional meetings to further discuss based upon outcome of the initial  
6 meeting.  
7  
8 3.10 Negotiated items will go into effect the first business day of the next month once it  
9 has been ratified by CSEA and the Board of Education, unless otherwise stated in the  
10 agreement.

## ARTICLE 6

### HEALTH AND WELFARE

#### ~~6.1 Health Benefit Committee~~

~~Commencing August 1, 2019, a Health Benefits Committee will be established to explore potential health benefit cost containments to help reduce employee out of pocket costs and the issue of affordability under the Affordable Care Act. The Committee may retain the services of a health insurance broker as a resource when needed.~~

~~The Committee will provide an end of process summary shared with respective bargaining unit teams prior to February 1, 2020.~~

~~The Committee shall consist of four (4) bargaining unit members and four (4) management members.~~

~~There will be two (2) co-chairs (one bargaining unit member and one management member).~~

~~Each bargaining unit member will receive a two thousand dollar (\$2,000) stipend for service on the Committee.~~

~~The Committee is a recommending body that will meet outside of the work day, without additional compensation, except as provided herein.~~

6.2 An eligible bargaining unit member is a 6-8 hour employee who is in paid status. An employee who separates from the District or is in unpaid status (i.e. does not receive the monthly Health and Welfare contribution), is not an eligible bargaining unit member.

6.3 The District shall contribute ~~\$700.00~~ up to \$1,000 per month for all full-time unit members hired before May 19, 1998. The following schedule displays the percentages that shall be applied to the full-time rate to determine the amount of District fringe benefit contribution based on the unit member's date of hire:

#### Unit Members

	<u>Prior to 5/19/98</u>	<u>On or After 5/19/98</u>
6-8 Hours	100% of Maximum District Contribution ( <del>\$8,400.00 as of 7/1/14</del> <u>up to \$12,000 as of January 1, 2021</u> )	100% of Maximum District Contribution
4-5.99 Hours	87% of Maximum District Contribution ( <del>\$7,308.00 as of 7/1/14</del> <u>up to \$10,440 as of January 1, 2021</u> )	67% of Maximum (\$5,628.00 as of 7/1/14)

2-3.99 Hours      43.5% of Maximum District Contribution (\$3,654.00 as of 7/1/14 up to \$5,160 as of January 1, 2021)      NA

Less than 4 hours      0%

If an employee hired before May 19, 1998, moves up or down in hours following ratification of this agreement, it shall be considered “in continuous service” and he/she will receive the benefit in place prior to the ratified changes.

Effective with the Open Enrollment period for coverage in the 2021 benefit year (January 1 to December 31), each eligible employee shall be required to enroll in the District-selected medical health and welfare program, except, the District shall permit an eligible employee to opt out of the District’s medical health and welfare benefit program if the eligible employee can provide sufficient proof to the District of other group medical health insurance coverage. The term “other group medical health insurance coverage” shall not include Covered California or a Health Care Sharing Program.

An employee who is otherwise provided basic group medical coverage employed six hours or more per day and provides certification of other group medical health insurance coverage may opt to have the District pay \$575 per month, cash in lieu, which shall be prorated accordingly. Such payment shall be in lieu of medical coverage paid by the District and shall be initiated only following the employee’s certification, on a form prescribed by the District, of alternative other group medical health insurance coverage. Eligible employees that do not provide certification of other group medical health insurance may receive monthly cash in lieu as follows:

<u>Benefit Year:</u>	<u>Amount:</u>
<u>January 2021</u>	<u>\$400 per month</u>
<u>January 2022</u>	<u>\$150 per month</u>
<u>January 2023</u>	<u>\$0 per month</u>

(Commencing January 2023, each eligible employee must enroll in the District-selected medical health and welfare program but may opt out of the District’s health and welfare benefit program if the employee provides sufficient proof to the District of other group medical health insurance coverage. The term “other group medical health insurance coverage” shall not include Covered California or a Health Care Sharing Program). An employee who is otherwise provided basic group medical coverage may opt to have the District pay \$575 per month cash-in-lieu, which shall be prorated accordingly.

An employee hired before January 1, 2021 and who currently is enrolled in District-selected medical health and welfare program has until the end of the Open Enrollment period for coverage in the 2022 benefit year to opt out of the District’s medical health and welfare program and in accordance with this paragraph receive \$575 per month cash in lieu (amount prorated accordingly as noted above).

An employee hired after January 1, 2021, shall not be eligible to receive a cash in lieu benefit.

Service in a temporary or substitute assignment shall not be included in the determination for eligibility for health and welfare benefits.

District employees who are married (or domestic partners) who work 6-8 hours per day will each be given ~~\$700~~ \$1,000 per month if they enroll in a ~~District-approved health insurance~~ District-selected medical health and welfare program plan, that includes both District employees.

In the event the cost of the health and welfare benefit ~~package coverage~~ exceeds the District's contribution, each eligible ~~unit member~~ employee shall be responsible for the additional cost and shall be subject to mandatory monthly payroll deductions to cover the difference between the actual cost of the ~~unit member's employee's~~ health and welfare ~~package benefit coverage~~ and the District's contribution. In the event the cost of health and welfare benefit coverage is less than the District's contribution, each eligible employee may apply the remaining benefit toward dental or vision benefits.

#### 6.4 TYPES OF BENEFITS

6.4.1 Unit members are eligible to join health insurance, vision and dental plans within 30 days from the date of employment. Unit members are eligible to join health insurance plans within 30 days from the date of employment. Non-retirement system members are eligible to join health plans within 30 days from the date of employment. (Coverage to be effective the first of the following month if hired before the 15<sup>th</sup> of the month, or the first of the second succeeding month if hired after the 15<sup>th</sup> of the month.)

To be eligible for medical and/or dental insurance, an employee must be working at least 10 hours per week.

An employee who is not covered in the health insurance plan within 30 days from date of employment may join the plan upon receiving approval of a Health Statement Request or letter of mid-year exception by the petitioned carrier. A waiver must be filed with the Insurance Office if the employee does not require health insurance coverage (employee must provide proof of ~~group coverage elsewhere~~ to the District of other group medical health insurance coverage).

6.4.2 WORKERS' COMPENSATION INSURANCE: All employees of the District are covered by Workers' Compensation Insurance for injuries which are determined to be compensable under Workers' Compensation Law. Injuries must be reported immediately to the employee's supervisor and an accident report completed in compliance with the compensation insurance

laws. An injured person requiring medical care should report to a medical doctor of the employee's choice.

The District will continue to evaluate whether employees can return to work as determined by the Physician's Return to Work Statement. The District will provide options for the modified work program either within or outside of the duties of the employee's classification whenever possible. Employees will adhere to all requirements as directed by the District's workers' compensation insurance carrier.

The District will commit to one additional Superintendent Meet and Consult per school year dedicated to considering CSEA's suggestions regarding the Return to Work Program.

6.4.3 TAX SHELTERED ANNUITIES/DEFERRED COMPENSATION PLANS:  
Tax sheltered annuity and deferred compensation contracts are made possible by payroll deduction. Deadline for submission of annuities is the 10<sup>th</sup> of the month in which the deduction is to be made.

6.4.4 Effective July 1, 2021, the District's funding of the CSEA Retiree Medical Trust Fund in the current year shall be based on .70% of the classified salaries (unrestricted resources only (2000-2999) excludes benefits) as calculated on the unaudited actuals for the prior fiscal year. (Delete Attachment 8 regarding CalPERS dated 12-12-2012.)

~~RETIREE BENEFIT TRUST FUND: The District will deposit into the CSEA Retiree Medical Benefit Trust Fund the amount of \$85,000 annually, commencing in 1995-96, to be invested in accordance with District Policy. Commencing July 1, 2008, the District will contribute an additional \$54,000 per year to the Retiree Medical Benefit Trust Fund. All interest earned on the balance in this fund are to accrue to the trust fund. CSEA and the District agree that the following payment schedule for any remaining funds currently contributed to the CSEA Medical Benefits Trust shall be:~~

<del>July-Sep quarterly payment</del>	<del>October 31<sup>st</sup></del>
<del>Oct-Dec quarterly payment</del>	<del>January 31<sup>st</sup></del>
<del>Jan-Mar quarterly payment</del>	<del>April 30<sup>th</sup></del>
<del>Apr-Jun quarterly payment</del>	<del>July 31<sup>st</sup></del>

~~Payroll will include retirees on the District's retiree group for medical coverage as selected by the retiree.~~

~~The monthly premiums for retiree health coverage will be deducted from their retirement checks. Upon determination by an actuarial and CSEA to ensure solvency, the District will reimburse each eligible retiree the designated monthly amount, as determined by CSEA. These reimbursements will be paid directly from the benefit trust fund.~~

Level of reimbursement to be based on the average number of hours worked during the unit member's years of service with Modesto City Schools, and applied to the following percentage distribution:

Less than 2 hours/day	not eligible
2-3.99 hours/day	50%
4-5.99 hours/day	75%
5-8.00 hours/day	100%

(See Letter of Agreement: Attachment #1)

Any questions regarding the determination of eligibility for said benefits will be the responsibility of CSEA, Chapter 007.

**6.4.5 LONG-TERM DISABILITY AND ACCIDENTAL DEATH INSURANCE:**

All classified employees employed 30 hours per week or more, are covered by a long-term disability plan which provides two-thirds of the insured's monthly salary after 90 days of total disability or expiration of sick leave, whichever comes later. Use of vacation is not necessary to qualify.

Effective date of coverage is the first of the following month if the hire date is prior to the 15<sup>th</sup>; if hired the 16<sup>th</sup> or later, coverage is effective the first of the month following one full month of employment.

Employees employed 30 hours per week or more are also covered by a 24-hour accidental death and dismemberment insurance plan (maximum policy benefit is \$31,000.00).

**6.4.6 INCOME PROTECTION INSURANCE:** Classified employees may elect to join an income protection plan within the first 90 days of employment. The premium may be paid by payroll deductions.

**6.4.7 LIFE INSURANCE:** Classified employees who are members of the California School Employees Association are eligible to join a term life insurance plan. The premium may be paid by payroll deduction.

**6.4.8 CANCER PLANS:** All classified employees are eligible for a District and Union approved Cancer Plan. Classified employees must work 20 hours or more per week. The coverage begins the first of the month following carrier approval.

**6.5 GENERAL PROVISIONS**

**6.5.1** Any change in carrier during the term of this Agreement shall be mutually agreed to by both parties.



- 1 6.5.2 Fringe Benefit Information – In a timely fashion, the District shall make a  
2 good faith effort to inform members of the unit of current and pertinent  
3 options open to them relating to fringe benefits.  
4
- 5 6.5.3 It is understood and agreed by the parties that references to coverage under  
6 benefit plans are subject to the benefit policies with carriers, and that the  
7 benefits provided by these policies are subject to modification by the carrier.  
8
- 9 6.5.4 It is further understood and agreed that the provisions of this section are  
10 applicable and controlling concerning the premiums and the method of  
11 payment for such benefits.  
12
- 13 6.5.5 All probationary and permanent part-time classified employees shall be  
14 entitled to sick leave, and all other benefits conferred by law on classified  
15 employees. Part-time classified employees shall be entitled to all leaves and  
16 benefits granted by the Governing Board to a majority of the regular full-time  
17 employees in the classified service of the District or to regular full-time  
18 employees in the same classified positions or general class of positions; but  
19 such leaves and benefits may be prorated in the same ratio as the regular work  
20 hours per day, days per week, weeks per month, or months per year of such  
21 part-time employees bear to 8 hours per day, 40 hours per calendar week, 4  
22 calendar weeks per month, or 12 calendar months during the year.  
23
- 24 Except for prorating benefits for part-time employees as herein authorized, the  
25 Governing Board shall provide at least the same benefits for all regular  
26 employees in the classified service as it provides for the majority of such  
27 employees. This section 6.6.5, shall not apply to those benefits authorized  
28 under the provisions of Article 1 (commencing with Section 53200) of the  
29 Government Code.  
30
- 31 6.5.6 Subject to carrier approval, the District will permit bargaining unit members  
32 who serve less than 4 hours per day to purchase health and welfare benefits.

## ARTICLE 7

### PAY AND ALLOWANCES

7.1 A 1.5% increase to the CSEA Classified Unit salary schedule (excluding Child Development Programs – State Preschool, Child Development Programs – Head Start, and Nutrition Services Classified salary schedules) shall be effective retroactively to July 1, 2016, or the beginning of the 2016-2017 school year pay cycle as applicable.

A 1.5% increase to the CSEA Classified Unit salary schedule (excluding Child Development Programs – State Preschool, Child Development Programs – Head Start, and Nutrition Services Classified salary schedules) shall be effective retroactively to April 1, 2017, or the beginning of the 2016-2017 fourth quarter school year pay cycle as applicable.

A 1.0% increase to the CSEA Classified Unit salary schedule (excluding Child Development Programs – State Preschool, Child Development Programs – Head Start, and Nutrition Services Classified salary schedules) shall be effective retroactively to July 1, 2017, or the beginning of the 2017-2018 school year pay cycle as applicable.

A 1.0% increase to the CSEA Classified Unit salary schedule (excluding Child Development Programs – State Preschool, Child Development Programs – Head Start, and Nutrition Services Classified salary schedules) shall be effective on January 1, 2018, or the beginning of the 2017-2018 mid-year school year pay cycle as applicable.

A 3.0% increase to the CSEA Classified Unit salary schedule (excluding Child Development Programs – State Preschool, Child Development Programs – Head Start, and Nutrition Services Classified salary schedules) shall be effective retroactively to July 1, 2018, or the beginning of the 2018-19 school year pay cycle as applicable. In addition, the District shall make a one-time, off the salary schedule payment equal to 1.0% of the bargaining unit member's annual salary.

The District shall make a one-time, off the salary schedule payment equal to 2.0% of the bargaining unit member's annual base salary (excluding Child Development Programs-State Preschool, Child Development Programs-Head Start, and Nutrition Services) for the 2019-20 school year.

The District shall make a one-time, off the salary schedule payment equal to 2.0% of the bargaining unit member's annual base salary (excluding Child Development Programs-State Preschool, Child Development Programs-Head Start, and Nutrition Services) for the 2020-21 school year. The payment shall be made in July 2021 to each bargaining unit member employed as of May 1, 2021.

Any negotiated salary schedule adjustment to an individual employee's compensation will be effective based upon the employee's pay cycle.

7.2 REGULAR RATE OF PAY: The regular rate of pay for each position shall be in accordance with the rates established for each class as provided for in the applicable Classified Salary Schedule.

7.2.1 Commencing the 2007-2008 school year and each succeeding school year thereafter, the District and CSEA, for the purpose of negotiations, shall calculate the District's actual state funded COLA percentage based on the funded state formula calculated COLA applied to the District's funded ADA.

7.3 CHILD DEVELOPMENT PROGRAMS:

7.3.1 Beginning July 1, 2014, the number of contracted days will be increased with the corresponding increase in salary for the following classifications:

- State-Child Development Paraprofessionals: 181 contract days (177 student attendance days, 1 staff development day, and 3 staff work days)
- Head Start – Part Day Paraprofessionals: 181 contract days (172 student attendance days, 3 staff development days, and 6 staff work days)

7.3.2 Beginning July 1, 2012, the salary schedules for Child Development staff shall be established as separate salary schedules.

- a. Head Start employees shall be paid on the Head Start salary schedule.
- b. State Preschool employees shall be paid on the Child Development salary schedule.
- c. Child Development Program employees who are multi-funded shall be paid proportionately from the two separate salary schedules in accordance with the annually approved allocation plan.

7.3.3 A 1.5% increase to the Child Development Programs – State Preschool, Child Development Programs – Head Start salary schedules shall be effective retroactively to July 1, 2016, or the beginning of the 2016-2017 school year pay cycle as applicable, for all Child Development employees.

A 1.5% increase to the Child Development Programs – State Preschool, Child Development Programs – Head Start salary schedules shall be effective retroactively to April 1, 2017, or the beginning of the 2016-2017 fourth quarter school year pay cycle as applicable, for all Child Development employees.

1 A 1.0% increase to the Child Development Programs – State Preschool, Child  
2 Development Programs – Head Start salary schedules shall be effective  
3 retroactively to July 1, 2017, or the beginning of the 2017-2018 school year  
4 pay cycle as applicable, for all Child Development employees.

5  
6 A 1.0% increase to the Child Development Programs – State Preschool, Child  
7 Development Programs – Head Start salary schedule shall be effective on  
8 January 1, 2018, or the beginning of the 2017-2018 mid-year school year pay  
9 cycle as applicable, for all Child Development employees.

10  
11 A 3.0% increase to the Child Development Programs – State Preschool, Child  
12 Development Programs – Head Start salary schedule shall be effective  
13 retroactively to July 1, 2018, or the beginning of the 2018-19 school year pay  
14 cycle as applicable. In addition, the District shall make a one-time, off the  
15 salary schedule payment equal to 1.0% of the bargaining unit member's  
16 annual salary.

17  
18 The District shall make a one-time, off the salary schedule payment equal to  
19 2.0% of each Child Development Program (State Preschool/Head Start)  
20 employees' annual base salary for the 2019-20 school year.

21  
22 The District shall make a one-time, off the salary schedule payment equal to  
23 2.0% of each Child Development Program (State Preschool/Head Start)  
24 employees' annual base salary for the 2020-21 school year. The payment  
25 shall be made in July 2021 to each Child Development Program (State  
26 Preschool/Head Start) employee that is employed as of May 1, 2021.

27  
28 7.4 NUTRITION SERVICES RATE OF PAY:

29  
30 7.4.1 Beginning July 1, 2013, Nutrition Services Assistant III's and Nutrition  
31 Services Assistant IV's will receive two (2) additional work days to conduct  
32 District directed activities.

33  
34 7.4.2 A 1.5% increase to the Nutrition Services salary schedule shall be effective  
35 retroactively to July 1, 2016, or the beginning of the 2016-2017 school year  
36 pay cycle as applicable, for all Nutrition Services employees.

37  
38 A 1.5% increase to the Nutrition Services salary schedule shall be effective  
39 retroactively to April 1, 2017, or the beginning of the 2016-2017 fourth  
40 quarter school year pay cycle as applicable, for all Nutrition Services  
41 employees.

42  
43 A 1.0% increase to the Nutrition Services salary schedule shall be effective  
44 retroactively to July 1, 2017, or the beginning of the 2017-2018 school year  
45 pay cycle as applicable, for all Nutrition Services employees.

1 A 1.0% increase to the Nutrition Services salary schedule shall be effective on  
2 January 1, 2018, or the beginning of the 2017-2018 mid-year school year pay  
3 cycle as applicable, for all Nutrition Services employees.  
4

5 A 3.0% increase to the Nutrition Services salary schedule shall be effective  
6 retroactively to July 1, 2018, or the beginning of the 2018-19 school year pay  
7 cycle as applicable. In addition, the District shall make a one-time, off the  
8 salary schedule payment equal to 1.0% of the bargaining unit member's  
9 annual salary.  
10

11 The District shall make a one-time, off the salary schedule payment equal to  
12 2.0% of all Nutrition Services employees' annual base salary for the 2019-20  
13 school year.  
14

15 The District shall make a one-time, off the salary schedule payment equal to  
16 2.0% of each Nutrition Services employees' annual base salary for the 2020-  
17 21 school year. The payment shall be made in July 2021 to each Nutrition  
18 Services employee that is employed as of May 1, 2021.  
19

20 7.4.3 Salary Schedule Alignment: Commencing the 2019-20 school year, all  
21 Nutrition Services positions will be placed on the existing CSEA Regular  
22 Salary Schedule with no adverse impact to the employees. This is  
23 accomplished by making the following proposed adjustments:  
24

- 25 a. Nutrition Services classifications advance two Ranges, with the exception  
26 of the Custodian classification.  
27  
28 b. In the 2018-19 school year, there is 1.0 FTE Custodian in Nutrition  
29 Services. This existing position remains on Range 26, but the individual  
30 currently serving in the position is advanced to Step 11.  
31  
32 c. The intent is to combine the salary schedules and depending on the  
33 Range/Step of the individual it would be \$0.22 to \$0.66 per hour. The  
34 Custodian increase would be \$0.38 per hour by increasing to Step 11.  
35

36 7.4.4 Beginning July 1, 2014, Nutrition Services Assistant I's three (3) hours and  
37 above working at the comprehensive high schools, Snack Bar Operators, and  
38 Assistant to the Nutrition Services Supervisor 9-12 will receive one additional  
39 work day to conduct District directed activities.  
40

41 7.5 PAYCHECKS: All regular paychecks of employees shall be itemized to include all  
42 authorized deductions jointly agreed upon by CSEA and the District. All employees  
43 shall be paid once per month, payable on the last working day of the month, except  
44 for December. The December warrant will be dated January 1 of the following year.  
45 If the normal pay date falls on a holiday, the paycheck will be issued on the preceding  
46 work day.  
47

1 7.6 PAYROLL ERRORS: Any payroll error shall be corrected and an appropriate  
2 supplemental check issued within 5 workdays following the determination that an  
3 error has occurred.  
4

5 7.7 LOST CHECKS: Any paycheck for an employee which is lost after receipt or which  
6 is not received within 5 working days of mailing, if mailed, shall be replaced as soon  
7 as possible following the employee's request to the Payroll Department for  
8 replacement of the check.  
9

10 7.8 ANNIVERSARY DATE: The anniversary date governing placement on the  
11 schedule, sick leave, vacation, evaluation dates and longevity benefits shall be based  
12 on the first day of paid service with the District. The employee's individual  
13 anniversary date shall be the 1<sup>st</sup> of the month in which actual employment begins or  
14 the first of the following month if actual employment begins after the 15<sup>th</sup> of the  
15 month.  
16

17 7.9 PAY INCREASES: All employees will be eligible to receive a one-step increase on  
18 the salary range of their classification on July 1<sup>st</sup> of the subsequent year until they reach  
19 Step 6 of the salary range for their classification. This is in effect for all employees  
20 with an anniversary date by December 1<sup>st</sup>. If the employee's anniversary date is after  
21 December 1st, the advancement would not take place until the following July 1<sup>st</sup>.  
22

23 After serving in the same position on Steps 6, 7, 8, 9 and 10, a unit member will be  
24 eligible for advancement to Step 11 on July 1st.  
25

26 After completing seven (7) consecutive full years (as required by the position) on step  
27 11, the employee will be moved to step 12.  
28

29 No step increase shall be granted automatically. Each increase shall be based upon  
30 satisfactory performance by the employee. A salary step increment shall be withheld  
31 when training and assistance have been given and the overall performance of the  
32 employee is evaluated as "Requires Improvement" or "Not Satisfactory."  
33

34 Employees whose overall performance has been evaluated as "Requires Improvement"  
35 or "Not Satisfactory" at the end of the first 12 months of employment or any  
36 subsequent anniversary date of employment shall not be eligible to advance one step  
37 within their classification until the next July 1st. Progression of regular part-time  
38 personnel on the schedule to which they are assigned is subject to the same regulations  
39 and requirements as regular full-time employees.  
40

#### 41 7.10 SCHEDULE OF PAYMENTS 42

43 7.10.1 LAST WORKING DAY OF THE MONTH: Regular monthly employees will  
44 be paid the last working day that the District Office is open for business.  
45

46 Effective with the January 2018 pay cycle for service performed in the month of  
47 January 2018, Yard Duty Supervisors shall be paid in accordance with Section

7.10.1. Yard Duty Supervisors shall be compensated in accordance with the approved classified hourly salary schedule which shall be consistent with the California minimum wage. Hours shall be paid in increments of not less than one quarter (.25) hour for each work period. Work period is defined as the beginning and ending of a particular time of the school day (e.g. 8 a.m. to 8:45 a.m.).

7.10.2 15<sup>TH</sup> OF THE MONTH: Salary differential for dual assignments, extra duty time, and overtime shall be paid the 15<sup>th</sup> of the month.

7.11 MILEAGE: The mileage reimbursement rate shall be the maximum allowable federal mileage reimbursement rate without attribution to income.

7.12 UNIFORMS AND DRESS: The District shall provide or pay the cost of the uniforms, identification badges and cards required by the District to be worn or used by bargaining unit employees.

Commencing the 2017-18 school year, per Government Code 20636.1, the District will report to CalPERS all eligible uniform allowances as compensational earnings for employees who have been CalPERS members prior to January 1, 2013. Employees in the following classifications; School Safety Officer, Bus Operator, Bus Monitor, Bus Maintenance Assistant/Operator, School Bus Instructor/Dispatcher, Campus Supervisor, Security Patrol/Call Center Technician, and employees classified in the Maintenance and Operations Department may be provided uniforms, which will be issued and replaced at the discretion of the District.

All employees in the classification of School Safety Officer, as of the first month of service who are issued a uniform shall be supplied with non-safety equipment uniforms of a value not to exceed \$950 per fiscal year (July 1-June 30). Safety equipment will be provided by the District as determined by the District, and will be excluded from the Public Employees' Retirement Plan's definition of compensation.

All employees in any other classification/department listed above, excluding School Safety Officer, as of the first month of service, who are issued a uniform shall be supplied with non-safety uniforms of a value not to exceed \$200 per fiscal year (July 1-June 30).

All deductions from the value for uniform reimbursement shall be in accordance with State and Federal law, including but not limited to the Public Employees' Retirement Plan's definition of compensation for employees who became members prior to January 1, 2013

Maintenance and Operations, and Transportation (shop personnel): The District shall provide up to \$140.00 per year towards the purchase of one (1) pair of steel-toed footwear, unless alternative safety footwear is otherwise approved by the immediate supervisor due to needs of a specific job classification for positions assigned to Maintenance and Operations classifications (excluding clerical staff) and Transportation (shop personnel). Reimbursement shall be at the election of each individual employee on a voluntary basis. It shall be a safety rule of the District that

employees are required to wear steel-toed or alternate District approved footwear on a daily basis. Original receipt shall be required for District to reimburse purchase.

All nutrition services bargaining unit members will be provided two (2) non-plastic aprons per year (dark color preferred).

7.13 CPR CERTIFICATION TRAINING: Beginning July 1, 2019 the District will provide CPR Certification Training for bargaining unit members who have this as a requirement in their job description at no charge to the employee.

7.14 PROMOTION PLACEMENT: When an employee is promoted, he/she shall be assigned to the step in the new range which gives him/her an increment of at least 5% above his/her present salary within the current salary schedule. The employee may be placed on the last step of the appropriate range if that is the maximum allowable for the class. Such placement may result in less than a 5% raise. Step 2 and step 12 are not considered for promotional placement determination nor used for determining differential rate of pay.

A unit member shall be placed on Step 11 (originally called Step 6) of a promotional assignment in the event the placement on Step 11 of a promotional assignment is necessary to provide a 5% increment normally given for assignment in a higher classification. The maximum step for promotional purposes is step 11.

If a member is on Step 6-7-8-9-10 for 4 years in their current category and they take a promotional placement, and if 5% only allows the employee to go to Step 10, then they must stay at Step 10 (originally called Step 5) for 1 year before they move to Step 11 in the promotional assignment.

7.15 SALARY SCHEDULE PLACEMENT: A new employee will be placed on Step 1 of his/her classification. An employee with equivalent successful experience in a field directly related to the classified assignment may receive a one-step advancement for each year (year equals 10 months) of such experience not to exceed Step 6 on the Classified Salary Schedule. Experience required for eligibility for a position does not constitute "equivalent successful experience" for salary purposes unless so designated by the District.

The experience must have been within the past 7 years.

Apprenticeship training in the same field can be substituted for the experience credit. Exceptions must be approved by the District but shall not constitute grounds for a grievance by other employees.

In order to receive prior experience credit, employees must submit documentation to verify such experience credit to the Human Resources Office within 60 calendar days of employment.



1 7.16 LONGEVITY: Recognition for length of service to classified employees is provided  
2 in a longevity plan.  
3

4 7.16.1 In computing years of service, continuous total employment (except as in  
5 Education Code Section 45309) with the District is taken into account,  
6 regardless of position or department. Credit for continuous employment  
7 will be given for Board of Education approved paid leaves of absence.  
8 Military Service Leave is also included. Leaves without pay do not count  
9 towards the 60 months for longevity payment. The formula for computing  
10 longevity pay is as follows:  
11

12 7.16.2 The first payment will not be made until after 60 months of paid service has  
13 been rendered or prorated for 10-month employees. The anniversary date is  
14 the first day of the month following employment.  
15

16 7.16.3 Longevity compensation will be based upon completion of years of credited  
17 service as outlined below. Employees will receive an annual longevity payment  
18 beginning after five (5) years of continual credited service with the District.  
19

<u>Completed Years</u>		<u>Completed Years</u>	
<u>of Services</u>		<u>of Services</u>	
5	\$ 500	21	\$2,100
6	\$ 600	22	\$2,200
7	\$ 700	23	\$2,300
8	\$ 800	24	\$2,400
9	\$ 900	25	\$2,500
10	\$1,000	26	\$2,600
11	\$1,100	27	\$2,700
12	\$1,200	28	\$2,800
13	\$1,300	29	\$2,900
14	\$1,400	30	\$3,000
15	\$1,500	31	\$3,100
16	\$1,600	32	\$3,200
17	\$1,700	33	\$3,300
18	\$1,800	34	\$3,400
19	\$1,900	35+	\$3,500
20	\$2,000		

39  
40 7.16.4 If an employee does not return from an unpaid leave of absence, the last day  
41 the employee worked prior to the leave of absence shall be considered the  
42 employee's last day of employment for purposes of computing prorated  
43 longevity pay.  
44

45 7.16.5 The longevity payment at the end of the 60<sup>th</sup> month and all subsequent years  
46 will be paid monthly in prorated amounts.  
47

- 1 7.16.6 Longevity computation is based on the first date of paid service.  
2  
3 7.16.7 If an employee resigns, retires, or exhausts all leave benefits and returns to  
4 the District, the computation of the 60 months will begin with the first day  
5 the employee returned to the District. Prior time will not be credited.  
6  
7 7.16.8 If an employee, on a 39-month reemployment list due to being laid off for  
8 lack of work/funds, returns to work within the reemployment period, his/her  
9 longevity pay shall be calculated to include all time earned prior to lay-off  
10 and shall henceforth continue to accrue.  
11  
12 7.16.9 Employees who retire/resign before the end of the calendar year shall have  
13 their longevity pay prorated from January 1<sup>st</sup> to the date they retire.  
14  
15 7.16.10 Employees qualifying for longevity pay and who are laid off and put on the  
16 39-month list will receive a prorated amount based on the calendar year in  
17 which they worked.  
18  
19 7.17 CONTINGENCY LANGUAGE: During the term of this agreement, in the event the  
20 District receives additional undesignated funds, after the Association and the District  
21 have reached agreement on compensation for that year, negotiations shall be reopened  
22 in this area.  
23  
24 7.18 RECLASSIFICATION/EQUITY ADJUSTMENT PLACEMENT:  
25 Employees receiving a reclassification or equity adjustment may receive a range  
26 change, but will remain at current step unless progressing as part of an annual  
27 advancement.  
28  
29 7.19 ATHLETIC COACHING: Commencing the 2017-18 school year, a bargaining unit  
30 member serving in a stipend coaching position, grades 7-12, shall be compensated  
31 equal to the base amount reflected in the classified athletic stipend schedule (see  
32 Classified Unit Salary Schedule).  
33  
34 7.20 For the ~~2019-20~~ 2020-21 school year, the District shall pay the equivalent of .5% of a  
35 bargaining unit member's annual base salary upon completion of District-approved  
36 professional development equal to a District-assigned six (6) hours in areas identified  
37 by the District with customer service as a priority area. This professional  
38 development opportunity is voluntary, shall not be performed during duty hours, and  
39 the time dedicated by a bargaining unit member is not compensable. This professional  
40 development is exclusive of any other professional development for which  
41 compensation is paid. The District will provide the appropriate form that will require  
42 supervisor and District level approval. All hours must be completed and submitted by  
43 July 1, ~~2020~~ 2021.

## ARTICLE 12

### TRANSPORTATION

#### DEFINITIONS:

1) REGULAR ROUTES: The transport of students from home to school or school to home or school to school for regular school day activities including co-curricular activities (i.e. ROP).

2) FIELD TRIPS: The transport of students from schools to extra-curricular activities that require the “SCHOOL BUS SAFETY MANDATE” speech.

3) SPECIAL ASSIGNMENTS: The transport of students for Vocational Based Instruction (VBI’s) or the Transitions Program, both programs administered by the Special Education Department.

4) DEFINITION OF SUBSTITUTE TIME FOR REGULAR ROUTES (STRR): Substitute time for a portion of regular routes (i.e. ROP, KDG, Elliott), when regular driver is unable to do entire route for any reason.

5) DEFINITION OF FIELD TRIP LIST: A cumulative total of all Field Trip, Special Assignment and STRR hours.

12.1 LICENSES/CERTIFICATES: Bus operators shall be responsible to maintain and have in their possession when driving, a valid Class B Driver’s License with Air Brake Certification; a School Bus Driver’s Certificate, a “P” and “S” endorsement (Passenger Endorsement and School Bus Endorsement), and a valid Standard Red Cross First Aid Certificate or certificate issued by exam administered by the California Highway Patrol.

If a bus operator’s Class B Driver’s License with Air Brake Certification or School Bus Driver’s Certificate or Standard Red Cross First Aid Certificate or certificate issued by exam administered by the California Highway Patrol or any combination thereof is allowed to expire, the bus operator shall be suspended from duty without pay for no more than 20 workdays. Failure to hold a Class B Driver’s License with Air Brake Certification, a School Bus Driver’s Certificate, a “P” and “S” endorsement (Passenger Endorsement and School Bus Endorsement), and a valid Standard Red Cross First Aid Certificate or certificate issued by exam administered by the California Highway Patrol within the 20 workday suspension period, shall be considered sufficient cause for dismissal. The District has the discretion whether to initiate disciplinary action in this situation.

Training activities shall be used toward renewal of license. The Bus Operator-Trainer shall record attendance on the training record form.

The District shall reimburse a bus operator in an amount not to exceed two hundred dollars (\$200) in a school year for renewal fees for a Class B Driver’s License with

1 Air Brake Certification, a School Bus Driver's Certificate, and a "P" and "S"  
2 endorsement (Passenger Endorsement and School Bus Endorsement).  
3

4 12.2 MEDICAL CARD: Bus operators shall evidence a valid medical card indicating that  
5 they have successfully completed the medical exam necessary to attain and maintain  
6 their bus license(s). If the medical card expires, the classified bargaining unit  
7 member shall be suspended without pay from duty until such time as the medical card  
8 is renewed. The cost of the medical exam shall be the responsibility of the District.  
9

10 12.3 INSURANCE: Bus operators shall be insurable and maintain insurability at regular  
11 and normal premium rates with the District's insurance carrier. If the bus operator is  
12 not insurable or able to maintain insurability at the regular and normal premium rates  
13 with the District's insurance carrier, the classified bargaining unit member shall be  
14 subject to suspension without pay or dismissal.  
15

16 12.4 ROUTES:

17  
18 12.4.1 DEFINITIONS:

19  
20 REGULAR ROUTES: The transport of students from home to school or  
21 school to home or school to school for regular school day activities including  
22 co-curricular activities (i.e. ROP).  
23

24 ELIGIBILITY: All probationary and permanent bus operators who satisfy the  
25 license, certificate, medical card and insurance requirements indicated above.  
26 Bus operators may have their hours increased by the District based on greatest  
27 seniority.  
28

29 a. BUS SELECTION AND NEW BUS DISTRIBUTION:

30  
31 The District has the right to exercise its discretion in the management,  
32 organization and administrative control over District school buses, except  
33 as provided below. The Supervisor of Transportation/designee will make  
34 a list of all buses that are available for selection based on seniority for the  
35 upcoming year. Buses that are designated as field trip or Cal-Safe  
36 Program buses shall not be included in bus selection.  
37

38 New buses will be distributed to bus operators by seniority based on  
39 employees' hire date. A bus operator cannot receive a new bus sooner  
40 than every 5 years.  
41

42 b. ROUTE SELECTION: Annually all routes will be selected two (2)  
43 workdays prior to the first student instructional day of each school year.  
44 The selection shall be by Date of Hire.  
45

1 c. VACANT ROUTE ASSIGNMENTS:  
2

3 The Supervisor of Transportation or his/her designee will post a notice of  
4 Vacant Route Assignments in a public place for 3 working days. The  
5 notice will indicate the times of the route and total hours of the vacant  
6 route. Drivers can sign up if they are interested in the vacant route posting  
7 at the end of the 3 working days. The driver with the most seniority who  
8 has opted to move to the vacant route assignment will be given the vacant  
9 route assignment.

10 At the end of the third (3rd) work day constituting the posting of the  
11 vacant route, the Bus Operator with the most District seniority who has  
12 indicated interest will be the recipient of the vacant route. The recipient of  
13 the vacant route will begin driving his/her new route on the seventh (7th)  
14 work day after the initial posting of the vacant route.  
15

16 FIELD TRIPS:  
17

18 DEFINITION: The transport of students from schools to extra-curricular  
19 activities that require the "SCHOOL BUS SAFETY MANDATE" speech.  
20

21 SPECIAL ASSIGNMENTS: The transport of students for VBI's and  
22 Transitions programs shall be defined as a Field Trip for the purpose of  
23 assigning the VBI and Transitions transport.  
24

25 Special Assignments will be offered to Field Trip bus operators in order of  
26 hours earned. Every effort will be made to assign Special Assignment trips to  
27 Field Trip bus operators in such a manner as to have an annual comparable  
28 number of total hours earned by all Field Trip bus operators.  
29

30 All hours earned over contract time will be added to the total of hours earned  
31 on the Field Trip List.  
32

33 DEFINITION OF FIELD TRIP LIST: A cumulative total of all Field Trip,  
34 Special Assignment and STRR hours.  
35

36 ELIGIBILITY: All permanent bus operators who satisfy the license,  
37 certificate, medical card and insurance requirements, and, in addition,  
38 evidence:  
39

40 One year of service as a Modesto City Schools' bus operator, an overall  
41 performance rating of "effective, meets standards," on their last Personnel  
42 Performance Evaluation, and the satisfactory completion on one mountain trip  
43 and one San Francisco trip as certified by the District Driver Trainer.  
44

45 A permanent bus operator that is absent for more than 30 consecutive days,  
46 shall be removed from the trip list. On the date the bus operator returns, the  
47 bus operator shall be re-instated and returned to his/her original seniority, and  
48 hours to reflect the group average.  
49

1 12.4.2 FIELD TRIP LIST REQUESTS:

2  
3 Bus operators must file "Field Trip List Request" form expressing their intent  
4 to participate in field trip driving. The "Field Trip List Request" form must be  
5 submitted to the Supervisor of Transportation/designee. The submittal of the  
6 "Field Trip List Request" form is an annual requirement. Once on the Field  
7 Trip list, a bus operator will remain there for the remainder of the traditional  
8 school year.

9  
10 Bus operators who achieve permanent status and complete all eligibility  
11 requirements may file a "Field Trip List Request" form with the Supervisor of  
12 Transportation/designee. Bus operators filing for such reason may be added  
13 to the Field Trip List at the discretion of the Supervisor of Transportation.  
14 Bus operators approved for the Field Trip List will be placed on the list at a  
15 point equal to that of the field trip bus operator who has earned the highest  
16 number of hours on that date. All bus operators must submit their "Field Trip  
17 List Request" form prior to February 1st.

18  
19 FIELD TRIP HOURS:

20  
21 The Supervisor of Transportation or his/her designee will record each hour of  
22 extra driving time as 1.0 hour of extra driving time earned.

23  
24 12.4.3 FIELD TRIP ASSIGNMENTS:

25  
26 a. DISTRIBUTION OF FIELD TRIPS:

27  
28 All field trips will be assigned and handed out by 1:00 p.m. on each  
29 Tuesday. (If Monday is a holiday, then trips will be assigned and  
30 handed out by 1:00 p.m. on Wednesday.)

31  
32 The Dispatcher or his/her designee shall confirm all trips within 48  
33 hours prior to being assigned to a bus operator. The bus operator with  
34 the greatest seniority (date of hire) will be offered the first field trip  
35 assignment with the greatest number of hours. Thereafter, field trip  
36 assignments will be offered to field trip bus operators in order of hours  
37 earned. Every effort will be made to assign trips to field trip bus  
38 operators in such a manner as to have an annual comparable number of  
39 total hours earned by all field trip bus operators.

40  
41 All hours earned over contract time will be added to the total of hours  
42 earned on the Field Trip List.

43  
44 The first month (four complete weeks) of school each year shall be the  
45 exception to this, in that any charges of overtime incurred by any bus  
46 operator during this time will not be added to the total hours earned on  
47 the Field Trip List.  
48

1                   b. FIELD TRIP GPS NAVIGATION:

2  
3                   Commencing January 1, 2021, the District shall have ten (10) portable  
4                   GPS units that provide turn by turn navigation. These portable units  
5                   shall be available for field trips.  
6

7                   ~~b~~.c. DISTRIBUTION OF SPECIAL ASSIGNMENTS:

8  
9                   All Special Assignments will be assigned as needed by the Dispatcher  
10                  or his/her designee. Special Assignments will be offered to Field Trip  
11                  bus operators in order of hours earned. Every effort will be made to  
12                  assign Special Assignments to Field Trip bus operators in such a  
13                  manner as to have an annual comparable number of total hours earned  
14                  by all Field Trip bus operators.  
15

16                  All hours earned over contract time will be added to the total of hours  
17                  earned on the Field Trip List.  
18

19                  ~~e~~.d. TWELVE (12) MONTH EMPLOYEES:

20  
21                  Twelve (12) month employees will not be assigned mid-day field trip  
22                  assignments that are scheduled during the week (Monday-Friday).  
23

24                  Twelve (12) month employees will be passed on mid-day field trip  
25                  assignments and the field trip will be assigned to the next eligible  
26                  driver.  
27

28                  Twelve (12) month employees will not be penalized with the passed  
29                  assignment of mid-day field trips and no hours will be charged against  
30                  their base hours.  
31

32                  Twelve (12) month employees will be assigned afternoon, evening and  
33                  weekend trips. Afternoon is defined as beginning at 12:00 pm.  
34

35                  Twelve (12) month employees can flex schedule their normal work  
36                  hours not to exceed one and one-half (1.5) hours to accept an  
37                  afternoon field trip assignment. The flex schedule must be mutually  
38                  agreed upon between management and the employee.  
39

40                  ~~d~~.e. PRIOR NOTICE:

41  
42                  Field trip bus operators shall be notified 24 hours prior to Monday  
43                  through Friday day trips and Monday through Thursday night trips.  
44                  Trips scheduled for Friday night, Saturday and/or Sunday shall be  
45                  given 48 hours' notice. If advance notice is not given, field trip bus  
46                  operators may refuse field trip assignments without penalty and  
47                  without loss of their rotation position rights on the field trip list.  
48

1 e.f. REFUSAL OF FIELD TRIP ASSIGNMENTS:

2  
3 Field trip bus operators may refuse any offered field trip assignment.  
4 A refused field trip shall be offered to the next eligible field trip bus  
5 operator. Field trip bus operators who are absent at the time of  
6 assignment or refuse any offered field trip assignment will have all the  
7 hours they would have earned added to their total hours earned on the  
8 Field Trip List. If a driver refuses a field trip and the field trip becomes  
9 cancelled, the original drivers' refusal time will not be charged to the  
10 Field Trip List.

11  
12 After the Tuesday distribution of Field Trips, the Field Trips that are  
13 refused for any reason will be re-assigned to the next eligible driver.  
14

15 f. g. REFUSAL OF SPECIAL TRIP ASSIGNMENTS:

16  
17 Special Assignment bus operators may refuse any offered special  
18 assignment. Drivers shall notify the Dispatcher or his/her designee as  
19 soon as possible of the refused Special Assignment. A refused Special  
20 Assignment shall be offered to the next eligible Field Trip bus  
21 operator. Field Trip bus operators who are unavailable or refuse any  
22 offered Special Assignment will have all the hours they would have  
23 earned added to their total hours earned on the Field Trip List. If a bus  
24 operator refuses a Special Assignment and the Special Assignment is  
25 canceled, the original driver's refusal time will not be charged to the  
26 Field Trip list.

27  
28 After initial distribution of the Special Assignments, the Special  
29 Assignments that are refused for any reason will be re-assigned to the  
30 next eligible driver.  
31

32 g.h. PRIOR NOTICE ON REFUSAL OF FIELD TRIPS:

33  
34 Field trip bus operators shall refuse field trips 24 hours prior to  
35 Monday through Friday day trips and Monday through Thursday night  
36 trips. Trips scheduled for Friday night, Saturday and/or Sunday shall  
37 be refused with 48 hours' notice. If advance notices of refusals are not  
38 given, field trip bus operators shall be charged with refusal hours and  
39 may be subject to steps following progressive discipline. In the case of  
40 an Emergency requiring unforeseen absence from work, the employee  
41 shall notify the immediate supervisor as soon as possible. An  
42 "emergency" is an unforeseen situation which is beyond the control of  
43 the employee and which requires the presence of the employee away  
44 from work to prevent major economic loss to the employee, or major  
45 disruption to the employee's personal life.  
46  
47



1 h.i. CANCELLATION OF FIELD TRIP ASSIGNMENTS:

2  
3 If bus operators are scheduled for field trip assignments on Saturday  
4 and/or Sunday, and are not notified of the cancellation prior to  
5 reporting to work, they shall receive 6 hours of pay at their regular rate  
6 of pay. Friday night assignments that do not receive notification of  
7 cancellation prior to reporting to school site, bus operators shall  
8 receive 4 hours of pay for in-town and 6 hours of pay for out-of-town  
9 trip, at their regular rate of pay.

10  
11 Bus operators scheduled for after school field trip assignments  
12 Monday through Thursday that are not notified of cancellation prior to  
13 reporting to the school site for pick-up, shall receive 2 hours of pay at  
14 their regular rate of pay.

15  
16 For the 2019-20 school year, the District shall collect data on the  
17 number of field trips cancelled where a bus operator was delayed and  
18 how the time was made up.

19  
20 WEEKEND TRIP ASSIGNMENTS:

21  
22 All bus operators that have been assigned a Saturday, Sunday or  
23 holiday trip shall be allowed to clock in 1 hour prior to the assigned  
24 trip's departure time. All bus operators shall arrive at the pick-up site  
25 15 minutes prior to departure time.

26  
27 h.j. LAYOVER AND "SHUTTLE" ASSIGNMENTS:

28  
29 LAYOVER:

30  
31 If a bus operator is assigned an out-of-town trip that will require the  
32 bus operator to be off duty for 8 hours, said off duty hours shall be in  
33 paid status. The District shall pay for cost of a room for the bus  
34 operator's off-duty time.

35  
36 SHUTTLE:

37  
38 Bus operators who have received an field trip assignment that is titled  
39 "Shuttle," and the assignment is for a Friday night, Saturday or Sunday  
40 in-town trip, shall receive a minimum of 2 hours for pick-up and a  
41 minimum of 2 hours for return. "Shuttle" assignments out-of-town  
42 shall receive a minimum of 4 hours for pick up and a minimum of 4  
43 hours for return.

44  
45 Out-of-town trips are those trips that are outside a 45 air mile radius  
46 (one-way) from Modesto City Schools' Transportation yard.  
47

DOWNTIME: Upon reaching the trip destination, the bus operator may leave the bus unattended for periods of time, provided that the trip supervisor does not require the driver to be available to open the bus or storage compartment. In such instances, the bus operator shall leave the bus secured and notify the trip supervisor of his/her exact location so as to be readily available in case of need or emergency.

FOOD ALLOWANCE: Bus operators shall receive the current District allowance for breakfast, lunch and/or dinner. The bus operator must “clock out” for 30 minutes if a food allowance is submitted.

HOLIDAY, WINTER, SPRING and SUMMER RECESSES:

For purposes of assignment of Field Trips:

a) the Summer Recess shall begin the day after the end of the school year calendar. It shall conclude the last day prior to the beginning of the next school year.

b) the Winter and Spring Recesses shall begin the first day after the last day of school and conclude the last day prior to the beginning of the next school day of each break, including weekends. The Holiday is defined as the day of the holiday as identified in the collective bargaining agreement.

Annually a seniority list of all eligible Field Trip Bus Operators and Driver/Mechanics (hereinafter “driver/s”) shall be provided to the Union and posted in the Transportation break-room no less than ten (10) days prior to the beginning of the Summer Recess.

The rotation and the seniority list shall be based on the drivers’ date of hire and shall be established for each year on a one (1) year basis.

The final day of the school year calendar shall serve as the end of each rotation cycle relative to the assignment of Field Trips during the Summer Recess.

The initial selection of trips by drivers shall be no less than ten (10) days prior to the beginning of the Summer Recess.

The most senior Field Trip driver shall select one (1) trip from the then-known trips; selection shall proceed in rotation order based on seniority from the most senior to the least senior until all trips have an assigned driver.

Should a trip be selected and then relinquished (returned) it shall then be offered to the next eligible driver in seniority order.

Should a trip be cancelled the driver initially assigned for *that* trip shall have any trip that was relinquished (returned) or any trip that was not on the original trips held in the office prior to the Summer Recess; the parties understand that this might interrupt the rotation. Once *that* driver has a trip, the rotation list shall resume at the point it was at prior to the cancellation.

Any refused (turned-down) trip shall be offered to the next driver in seniority, following the seniority rotation list.

A trip may initially require more than one (1) driver; multiple drivers shall be offered the trip as indicated above. Should it subsequently be determined that not all the drivers are needed, the driver(s) retained shall be determined by the order that the trip was initially offered.

Field trip assignments on holidays and during winter, spring and summer recesses shall be offered to bus operators in rotation based on seniority (date of hire) and will not be charged to the Field Trip List.

#### 12.4.4 SUBSTITUTE TIME FOR REGULAR ROUTES (STRR):

DEFINITION: Substitute time for a portion of regular routes (i.e. ROP, KDG, Elliott) when regular driver is unable to do entire route for any reason.

ELIGIBILITY: All transportation employees who satisfy the license, certificate, medical card and insurance requirements.

STRR HOURS CALCULATION: The Supervisor of Transportation or his/her designee shall record each hour of extra driving time as 1.0 hours of extra driving time earned.

STRR LIST REQUEST: Bus operators must file a "STRR List Request" form expressing their intent to participate. "STRR List Request" forms must be submitted annually.

STRR ASSIGNMENTS: STRR Hours shall be assigned in the following order:

- a. Unassigned bus operators up to contract time including a bus operator with a delayed start and cancelled field trip on the same day.
- b. Assigned route/unassigned bus operators who can cover STRR without exceeding 8 hours.
- c. To all substitute bus operators.
- d. To all assigned/unassigned route bus operators who will exceed 8 hours, by seniority.

\*Exception to STRR hours being distributed in above order: Drivers who are on STRR list will not be offered STRR hours on a day when they have already been assigned a trip, except when all other bus operators have been offered time.

1                   REFUSAL OF STRR ASSIGNMENTS:

2  
3                   STRR bus operators may refuse any offered STRR assignment. A refused  
4                   STRR assignment shall be offered to the next eligible STRR bus operator.  
5                   STRR bus operators who are unavailable or refuse any offered STRR trip  
6                   assignment will have all the hours they would have earned added to their total  
7                   hours earned on the Field Trip List. Bus operators will not be offered any  
8                   other STRR assignments on the same day after they have refused an STRR  
9                   assignment.

10  
11                  FOGGY WEATHER: If a delay, morning cancellation of transportation, or  
12                  school closure occurs, bus operators shall report for work at their regular  
13                  assigned time.

14  
15                  Bus operators shall survey their routes. When visibility reduces to an unsafe  
16                  level (200 feet or less), operators shall pull off at the first available location  
17                  that will protect the bus, bus operator and students. After pulling off the  
18                  roadway, the bus operator shall make every attempt to notify the  
19                  Transportation Office regarding their location and estimated time of delay.

20  
21                  12.4.5 SUBSTITUTE DISPATCHER:

22  
23                  The Supervisor of Transportation/designee shall annually post an  
24                  announcement seeking letters of interest from permanent bus operators  
25                  interested in serving as “Substitute Dispatcher” for the upcoming year.  
26                  Interested bus operators shall submit a letter of interest to the Supervisor of  
27                  Transportation/designee.

28  
29                  Selection of all qualified bus operators for the Substitute Dispatcher shall be  
30                  initially offered by seniority (date of hire). Upon request, the Supervisor of  
31                  Transportation/designee shall provide the appropriate in-service and support  
32                  to all interested and approved bus operators.

33  
34                  The Supervisor of Transportation/designee shall make the final determination  
35                  as to those trained, that shall be designated as Substitute Dispatchers with the  
36                  ability to perform basic job functions.

37  
38                  12.5 STANDBY TIME:

39  
40                  Bus operators who have a break in service for thirty (30) or less minutes per day shall  
41                  be compensated for the minutes of standby time at their regular rate of pay.

42  
43                  12.6 APPOINTMENTS:

44  
45                  Employees may schedule an appointment with a Department Manager, (Supervisor of  
46                  Transportation, Dispatcher Supervisor, Shop Supervisor) to review or clarify  
47                  Department procedures and policies.

## ARTICLE 13

### CATEGORIES OF EMPLOYMENT

1 13.1 PROBATIONARY EMPLOYEE: ~~Each~~ Commencing July 1, 2020, each classified  
2 employee newly-employed after the effective date of this Agreement must provide  
3 service in a probationary status for a period of ~~12 months~~ six (6) months or 130 days  
4 of paid service, whichever is longer and receive a satisfactory rating in order to be  
5 employed past the probationary period.

6  
7 Prior to the completion of the probationary period, the employee's supervisor will  
8 review the employee's work performance and submit evaluation reports to the Human  
9 Resources Office. A satisfactory rating is necessary in order to continue employment  
10 with Modesto City Schools. A performance evaluation report will be made  
11 minimally during the third ~~and sixth~~ months of employment. Probationary employees  
12 are entitled to all fringe benefits.

13  
14 13.2 PERMANENT EMPLOYEE: A permanent employee is an employee who has been  
15 employed beyond the probationary period.

## ARTICLE 14

### WORKING CONDITIONS

1 14.1 WORKDAY: The minimum length of the workday will be designated by the District for  
2 each classified assignment. Unless otherwise specifically required by the immediate  
3 supervisor, maximum working hours for classified employees will be 8 hours per day.  
4

5 14.2 WORKWEEK: The workweek shall consist of 5 consecutive days of 8 hours per day and  
6 40 hours per week. This Article shall not restrict the District's extension of the regular  
7 workday or workweek on an overtime basis when such is necessary to carry on the  
8 business of the District, nor bar the District from establishing a workday of less than 8  
9 hours or a workweek of less than 40 hours.  
10

11 14.3 WORK YEAR: Ten-month employees shall work the number of possible workdays, less  
12 established holidays and vacation time credit. Ten-month clerical school-level  
13 employees shall commence their work year seven (7) work days before the first student  
14 instructional day. Ten-month clerical school-level employees shall work the number of  
15 possible workdays, less established holidays and vacation time credit. The actual starting  
16 and ending date for each given year will be placed on the District's calendar.  
17

18 Eleven-month employees shall work the number of possible workdays, less established  
19 holidays and vacation time credit. Eleven-month clerical school-level employees shall  
20 commence their work year twelve (12) work days before the first student instructional  
21 day. Eleven-month clerical school-level employees shall work the number of possible  
22 workdays, less established holidays and vacation time credit. The actual starting and  
23 ending date for each given year will be placed on the District's calendar.  
24

25 Beginning with the 2017-18 pay cycle, 10-, 11-, 12-month employees will be paid by the  
26 following calculation:  
27

- 28 • Number of days x hours per day x rate per hour = annual salary
- 29 • Annual salary divided by 12 = 12 pay periods  
30

31 Effective the 2017-18 school year, the following employee groups will work the  
32 corresponding days per year:  
33

- 34 • 10-month employees – 204 days
- 35 • 11-month employees – 225 days
- 36 • 12-month employees – 246 days  
37

38 All bargaining unit members shall complete an annual work year calendar; Each  
39 bargaining unit member's calendar shall be mutually agreed upon by the member and  
40 their immediate supervisor.  
41

42 Bargaining unit members shall have the right to work and be paid for any time worked  
43 during the third week of winter break.  
44

The District and CSEA agree to the attached 2016-17 work year calendar.

Upon CSEA ratification of the 2016-17 work year calendar, the District and CSEA shall meet with-in 30-days to negotiate the 2017-18 work year calendar

The District shall notify the CSEA President on or before March 1<sup>st</sup> of each school year with the summer school attendance days for District-wide programs.

- 14.4 REST PERIODS: Classified employees who work three to five hours are entitled to one duty free, ten-minute rest period. Employees who work six hours or more are entitled to two duty free, ten-minute rest periods, one in the morning and one in the afternoon. Employees who work seven hours or more are entitled to two duty free, fifteen-minute rest periods, one in the morning and one in the afternoon. Certain specific time for breaks may be assigned if duties of the position require someone to be present at all times.

The intent of this language is to guarantee that bargaining unit members are being offered rest periods.

The following list represents the rest period(s) hourly employees are entitled to:

<u>Hours</u>	<u>10-minute break (a.m.)</u>	<u>10-minute break (p.m.)</u>
2 hours*	-	-
3 hours	X	-
4 hours	X	-
5 hours	X	-
6 hours	X	X

  

<u>Hours</u>	<u>15-minute break (a.m.)</u>	<u>15-minute break (p.m.)</u>
7 hours	X	X
8 hours	X	X

\* Employees who work less than three hours are not entitled to a rest period.

- 14.5 LUNCH PERIOD: Employees assigned more than 4 hours a day on a regular basis shall be entitled to a duty free lunch of at least 30 minutes. The length of time for such lunch period shall not be less than one-half (1/2) hour nor more than sixty (60) minutes.

A bargaining unit member at a school site may extend their lunch by utilizing one (1) of their eligible rest periods by mutual agreement between the employee and the manager. However the employee must remain at their work site for the rest period.

The intent of this language is to guarantee that bargaining unit members are being offered a lunch period.

#### 14.6 MAINTENANCE AND OPERATIONS STAFF

- 14.6.1 CUSTODIAL ATTIRE: Shorts may be worn by custodians as long as the following guidelines are followed:

- a. Shorts may be navy blue, black or khaki. No denim may be worn. Shorts must be an appropriate length.

b. Shorts may be purchased from an outside vendor.

14.6.2 NIGHT CUSTODIAN WORK ASSIGNMENT: No differential pay will be given to night employees; however, the District agrees to continue its present practice of having an employee take one-half hour lunch and remain at the work site in return for being paid for the one-half hour lunch time at the regular rate of pay.

14.6.3 ABSENCE OF MANAGING HEAD CUSTODIAN AT A JUNIOR HIGH AND COMPREHENSIVE HIGH SCHOOL: When the managing Head Custodian at a junior high school or comprehensive high school is off work for two (2) consecutive days, the Head Custodian I (at a junior high school) III (at a comprehensive high school) at the same site shall be offered the opportunity to fill in for the manager beginning on the 3<sup>rd</sup> consecutive day of absence.

14.6.4 ASSIGNING OVERTIME TO SITE OPERATIONS STAFF: Commencing July 1, 2019, overtime opportunities for site custodians shall be offered based on seniority. The site custodian with the most District seniority shall have the first right of refusal. If they decline the assignment, it should be offered to the next site custodian on the seniority list and so on down the list. If the assignment is accepted, then the next overtime opportunity shall be offered to the second most senior District site custodian and so on down the list. Supervisors will make a good faith effort to distribute overtime assignments on a fair, equitable and ongoing/continuous basis.

14.7 OVERTIME: Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all hours worked in an overtime status. Overtime is defined to include any time worked in excess of 8 hours in any one day or on any one shift or in excess of 40 hours in any calendar week, whether such hours in any calendar weeks are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. Commencing July 1, 2019, supervisors will make a good faith effort to offer overtime on a fair, equitable and ongoing/continuous basis.

The employee shall submit the overtime pay claim in the pay period in which it was earned.

Education Code Sections 45128, 45131, 45132, 45203 provide that:

45128: "The governing board of each district shall provide the extent to which and establish the method by which ordered overtime is compensated. The board shall provide for such compensation or compensatory time off at a rate at least equal to time and one-half the regular rate of pay of the employee designated and authorized to perform the overtime.

Overtime is defined to include any time required to be worked in excess of 8 hours in any one day and in excess of 40 hours in any calendar week. If a governing board establishes a workday of less than 8 hours but 7 hours or more and a workweek of less than 40 hours but 35 or more for all of its classified positions for certain classes of classified positions, all time worked in excess of the established workday and workweek shall be deemed to be overtime. The foregoing provisions do not apply to classified positions for which a



workday of fewer than 7 hours and workweek of fewer than 35 hours has been established, nor to positions for which a workday of 8 hours and a workweek of 40 hours has been established, but in which positions employees are temporarily assigned to work fewer than 8 hours per day or 40 hours per week when such reduction in hours is necessary to avoid layoffs for lack of work or lack of funds and the consent of the majority of affected employees to such reduction in hours has been first obtained. Effective January 1, 1992, no classification except those that are entirely composed of 7 hour employees will be entitled to overtime unless they work 8 hours a day or 40 hours a week.

For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.”

45131: “OVERTIME: LENGTH OF WORKDAY – Notwithstanding the provisions of Section 45127, the workweek shall consist of not more than 5 consecutive working days for any employee having an average workday of 4 hours or more during the workweek. Such an employee shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek at the rate equal to one-and-a-half times the regular rate of pay of the employee designated and authorized to perform the work. An employee having an average workday of less than 4 hours during a workweek shall for any work required to be performed on the seventh day following the commencement of the workweek be compensated for at a rate equal to one-and-a-half times the regular rate of pay of the employee designated and authorized to perform the work.

Positions and employees excluded from overtime compensation pursuant to Section 45130 shall likewise be excluded from the provisions of this section.”

45132: “FOUR-CONSECUTIVE-DAY WORKWEEK– Notwithstanding the provisions of Section 45131, a governing board of a district may establish a 10-hour-per-day, 40-hour, 4-consecutive-day workweek for all, or certain classes of its employees, or for employees within a class when, by reason of the work location and duties actually performed by such employees, their services are not required for a workweek of 5 consecutive days, provided the establishment of such a workweek has the concurrence of the concerned employee, class of employees, or classes of employees as ascertained through the employee organization representing a majority of the concerned employees or class of classes of employees, as determined by the payroll deduction authorizations for dues in classified employee organizations on file with the district on the last day of the month next preceding the date the board action was taken.

Where a board has previously established the workweek of not less than 35 hours, it may require the established workweek to be performed in 4 consecutive days by any class or classes of employees or by employees within a class, when by reason of the work location and duties actually performed by such employees their services are not required for a workweek of 5 consecutive days, with the concurrence of employee personnel as provided herein.

When a 4-day workweek is established, the overtime rate shall be paid for all hours worked in excess of the required workday which shall not exceed 10 hours. Work performed on the fifth, sixth and seventh days shall be compensated for at a rate equal to 1-1/2 times the regular rate of pay of the employee designated and authorized to perform the work. This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240 of this chapter).”

14.8 COMPENSATORY TIME OFF: An employee may accrue compensatory time off in lieu of cash compensation for overtime work with prior written approval from their supervisor. Compensatory time off must be taken during the course of the current work year with approval of his/her immediate supervisor.

Compensatory time shall be taken at a time mutually agreed to by the unit member and the immediate supervisor. The bargaining unit member will provide five (5) days advance notice prior to requesting compensatory time off, unless a shorter notification time is agreed to by the employee and supervisor. The supervisor will respond to such request within a reasonable period of time. Accumulated compensatory time will be paid or used by June 30 of each year. If compensatory time is not taken as prescribed above, the bargaining unit member shall be paid.

14.9 CALLBACK TIME: Any employee called in to work on a day when the employee is not scheduled to work or called back to work after completion of his/her regular assignment, shall be compensated for at least 2 hours of work at the appropriate overtime rate of pay, compensation pay subject to verification of actual time of work.

A bargaining unit member who is called back to work when the employee is not scheduled to work on a “paid holiday” shall receive double (2x their regular hourly rate of pay).

14.10 PAID HOLIDAYS: All probationary or permanent employees as part of the classified service shall be entitled to the following paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday: January 1; the third Monday in January or Monday or Friday in the week in which January 15<sup>th</sup> occurs (to be observed on the federal holiday), known as “Dr. Martin Luther King, Jr. Day;” the Monday or Friday of the week in which February 12 occurs, known as “Lincoln Day;” the third Monday in February, known as “Washington Day;” the last Monday in May, known as “Memorial Day;” July 4<sup>th</sup>; the first Monday in September, known as “Labor Day;” November 11<sup>th</sup>, known as “Veterans’ Day;” that Thursday in November proclaimed by the President as “Thanksgiving Day;” December 25<sup>th</sup>, every day appointed by the President, or Governor of this state, as provided for in subdivisions (b) and (c) of Section 37220 for a public fast, thanksgiving or holiday, or any day declared a holiday under Education Code Section 1318 or 37222 for classified employees. School recesses during Christmas, Spring and mid-February periods shall not be considered holidays for classified employees who are normally required to work during that period. However, this shall not be construed as affecting vacation rights specified in this section. Beginning with the 2016-17 school year, spring break shall be the second week following the end of the third quarter.

Regular employees of the District who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

When a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a classified employee is required to work on any of said holidays, he/she shall be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.

The provisions of Article 3 (commencing with Section 37220) of Chapter 2 of Part 22 of this division shall not be construed to, in any way, limit the provisions of this section, nor shall anything in this section be construed to prohibit the governing board from adopting separate work schedules for the certificated and the classified services, or from providing holiday pay for employees who have not been in paid status on days specified herein. Notwithstanding the adopting of separate work schedules for the certificated and the classified services on any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day. In addition to, and pursuant to the same regulations as above, four additional paid holidays shall be provided by the District: the day after Thanksgiving, the last working day preceding Christmas, the last working day preceding New Year's Day and the day known as "Good Friday" as the paid holiday to be granted in lieu of September 9<sup>th</sup>, known as "Admission Day."

- 14.11 VACATION: Commencing July 1, 2019, unit members earn vacation time with full pay on an anniversary date basis according to the following schedule: (A vacation day is equal to the same number of hours as a regularly assigned workday.)

<u>Months of Service</u>	<u>12 Month Employee</u> (Days Accrued Annually)	<u>11 ½ Month Employee</u> (Days Accrued Annually)	<u>11 Month Employee</u> (Days Accrued Annually)	<u>10 ½ Month Employee</u> (Days Accrued Annually)	<u>10 Month Employee*</u> (Days Accrued Annually)
1-60 months	10	9.58	9.16	8.75	8.3
61-120 months	15	14.375	13.75	13.125	12.5
121-132 months	16	15.375	14.75	14.125	13.5
133-144 months	17	16.375	15.75	15.125	14.5
145-156 months	18	17.375	16.75	16.125	15.5
157-168 months	19	18.375	17.75	17.125	16.5
169-180 months	20	19.375	18.75	18.125	17.5
181-192 months	20	19.375	18.75	18.125	17.5

1	193-204 months	21	20.375	19.75	19.125	18.5
2						
3	205-216 months	21	20.375	19.75	19.125	18.5
4						
5	217-228 months	22	21.375	20.75	20.125	19.5
6						
7	229-240 months	22	21.375	20.75	20.125	19.5
8						
9	241-252 months	23	22.375	21.75	21.125	20.5
10						
11	253-264 months	23	22.375	21.75	21.125	20.5
12						
13	265+ months	25	24.375	23.75	23.125	22.5

14  
15 The implementation of this schedule shall not be retroactively applied.

16  
17 Employees and their immediate supervisor will try to mutually agree to the days to be  
18 taken for vacation. The immediate supervisor will make a good faith effort to grant the  
19 employee's request. If agreement cannot be reached, the employee may make a written  
20 request to have the Associate Superintendent, Human Resources, or designee, establish  
21 the vacation dates to be taken.

22  
23 Each classified employee rated as a probationary/permanent employee shall begin  
24 earning vacation at the rate of 5/6's of a day for each month in which the employee is in  
25 a paid status for more than ½ the working days in the month.

26  
27 When, for the convenience of the District, vacation is not taken, authorization to carry  
28 over such vacation to the succeeding school year shall be requested by the employee  
29 through the immediate supervisor and approved by the Superintendent or designee.

30  
31 Classified employees may accrue up to a maximum of 15 vacation days. Those  
32 employees who have vacation balances which exceed that allowance must reduce his/her  
33 balance to an amount not to exceed 15 vacation days.

34  
35 Carry-over of earned vacation shall not exceed a total of 15 working days. Carry-over  
36 beyond 15 days may be approved on a case-by-case basis by the immediate supervisor.  
37 Earned vacation shall not be permitted to accrue for the purpose of taking extended  
38 vacations. Unless otherwise approved by the District, all employees scheduled to work  
39 less than 12 months shall take earned vacation when school is not in session.  
40 Permanent part-time employees earn vacation in the proportion that the average number  
41 of hours worked per day throughout the school year bear to full-time employment.

42  
43 A holiday falling within a prescribed vacation shall be deemed a holiday and not charged  
44 as vacation.

45  
46 Classified employees may interrupt or terminate vacation leave in order to begin sick  
47 leave without returning to service, provided the employee supplies adequate notice,  
48 within three (3) business days upon returning from vacation, and relevant supporting  
49 information to justify such interruption or termination.  
50

1 An employee who has accumulated 75 or more days of sick leave shall be credited with  
2 one additional vacation day on an annual basis. This vacation day shall not be accrued  
3 year-to-year.

4  
5 The District shall deduct any vacation taken but not earned from the final pay warrant.  
6 Subject to the employee's obligation to the District, the employee shall be entitled to  
7 any unused vacation time upon termination.  
8

9 14.12 "T" (FLOATING) DAY: A "T" Day shall be defined as a floating holiday and is a  
10 benefit for all qualified classified employees. Employees and their immediate supervisor  
11 will try to mutually agree to the day to be taken as the employee's "T" Day. The  
12 immediate supervisor will make a good faith effort to grant the employee's request.  
13 If agreement cannot be reached, the employee may make a written request to have the  
14 Associate Superintendent, Human Resources, or designee establish the "T" Day.

15  
16 First year classified bargaining unit employees are eligible for a "T" Day if they serve  
17 75% of their work year.  
18

19 14.13 REQUIRED EXAMINATIONS CONDUCTED BY LICENSED AGENCIES:  
20 Whenever a physical exam is required to be taken as a condition of continued  
21 employment by the District, the District shall pay for the physical exam.  
22

23 Whenever a tuberculin test is required to be taken as a condition of continued  
24 employment by the District, the District shall pay for the tuberculin test.  
25

26 14.14 CERTIFICATE OF FOOD SERVICE: The District will pay for training/test to obtain  
27 ServSafe Certificate for lead new employees and for renewals for Nutrition Service  
28 Managers and Lead Persons at the K-6 and 7-8 levels.  
29 The District will pay for the renewal tests once every three years.  
30

31 If the employee does not pass the test, they must retake it at their expense.  
32

33 14.15 SAFE WORKING ENVIRONMENT: Employees are entitled to a working environment  
34 that is healthy and safe not only from physical hazards, but from abusive behavior on the  
35 part of co-workers. Abusive behavior among co-workers, collectively referred to as  
36 workplace bullying, includes patterns of demeaning, insulting, degrading, manipulative  
37 and falsely accusing psychological, verbal and written attacks on an employee that cannot  
38 be justified by any legitimate operational needs of the District. Abusive behaviors can  
39 exist between equals in the organizational hierarchy, as well as between those in  
40 supervisor/subordinate relationships. The District agrees to promptly investigate all  
41 instances of alleged workplace bullying reported by employees to the Human Resources  
42 Office. The District further agrees to take necessary action to eliminate these behaviors  
43 where an investigation determines they are in fact occurring. Persons assigned by the  
44 District to investigate claims of workplace bullying shall first be educated on the subject  
45 to a degree that they understand the issues involved, and are likely to recognize bullying  
46 when presented with evidence consistent with this pattern of behaviors. Employees who  
47 are found in violation of this section will be subject to appropriate discipline, up to and  
48 including dismissal.  
49

30 work days after the receipt of the formal complaint, a written update regarding the status of the complaint shall be provided to the employee and the Association.

14.16 CAMPUS SUPERVISORS AND SCHOOL SAFETY OFFICERS

14.16.1 ALL CAMPUS SUPERVISORS: All Campus Supervisors contracted for 7 hours per day shall receive overtime compensation for all additional time worked.

14.16.2 ELLIOTT CAMPUS SUPERVISORS: Elliott Campus Supervisors shall become 8-hour per day employees effective July 1, 2010. Effective July 1, 2019, the District may advertise any Campus Supervisor vacant position as less than 8-hours per day.

14.16.3 ASSIGNING OVERTIME TO CAMPUS SUPERVISORS: At the beginning of each school year when administrators start assigning overtime to campus supervisors, the assignments shall be offered based on seniority. The campus supervisor with the most District seniority at the site shall have the first right of refusal. If they decline the assignment, it should be offered to the next campus supervisor on the seniority list and so on down the list. If the assignment is accepted, then the next overtime opportunity shall be offered to the second most senior District campus supervisor and so on down the list. Supervisors will make a good faith effort to distribute overtime assignments as equitably as possible throughout the school year. ~~(For Elliott Campus Supervisors, see Letter of Agreement: Attachment #4)~~

Following the assignment of overtime at the site per section 14.16.3, if no on-site Campus Supervisors take the assignment, the site shall solicit interest in the assignment from other 9-12 sites, including Elliott Alternative Education Center. If no campus supervisors at the 9-12 sites (including Elliott), accept the offered overtime, then campus supervisors at the junior high school sites may be offered the overtime opportunity on a seniority basis.

14.16.4 ASSIGNING OVERTIME TO SCHOOL SAFETY OFFICERS:

Overtime may be offered to School Safety Officers based on District need.

School Safety Officers who are assigned to a school site or sites that are participating in an event will be given first right of refusal for overtime.

A good faith effort will be made to provide a 48 hour notice of overtime.

If the School Safety Officers referenced in Item #2 above decline the overtime, or if they accept and additional School Safety Officers are needed, the School Safety Officer with the most District seniority shall have the first right of refusal. If s/he declines the assignment, it should be offered to the next School Safety Officer on the seniority list and so on down the list. If the assignment is accepted, then the next overtime opportunity shall be offered to the second most senior District School Safety Officer and so on down the list.

The offering of overtime to the School Safety Officer with the most District seniority – where applicable in this agreement – will start over at the beginning of each school year with the most senior School Safety Officer.

As a result of the language agreed upon in article 14.16, the Letter of Agreement: Campus Supervisor Overtime and the Memorandum of Understanding: School Safety Overtime are eliminated.

14.17 SHIFT HOURS: Shift hours are defined as the starting and ending time of the work hours for the bargaining unit member. Shift hours shall be established when positions are offered. The District has the right to change the regular starting and ending times. These changes shall not be arbitrary or capricious.

Notification: CSEA shall be notified when the District makes changes to the classified bargaining unit member's shift hours by more than thirty (30) minutes.

14.18 SHIFT CHANGES FOR STUDENT NON-ATTENDANCE DAYS, WINTER, SPRING AND SUMMER RECESSES: Temporary shift changes may be offered during non-attendance days and recesses to bargaining unit members (i.e. Night Shift to Day Shift).

- a. Shift change offers will be at the discretion of the supervisor.
- b. If the shift change is needed for efficient operation of the District and the bargaining unit member declines the offer, the District may request a meeting with the employee to address the concern.
- c. Shift change offers will not be arbitrary or capricious.

14.19 HANDBOOKS: District handbooks will not supersede the CSEA collective bargaining agreement nor change the terms or conditions of employment.

14.20 REGULATORY COMPLIANCE: Employees will complete, within established time windows, mandated reporter training.

14.21 NOTIFICATION OF CHANGE: The President of the California School Employees Association, Chapter 007, will be informed in writing of any changes related to terms and conditions of employment prior to implementation within the scope of representation.

14.22 The District and CSEA agree that effective the 2017-2018 school year, the job description for Bilingual Family Services Specialist classification shall be required to provide up to one (1) hour per work day providing student supervision. The work day, i.e., hours in the work day, for this classification shall remain the same.

14.23 EMPLOYEE IDENTIFICATION: The District shall provide each employee with an identification badge, which each employee shall be required to possess and wear in a visible, but safe, manner during working hours.

14.24 YARD DUTY SUPERVISORS: Notwithstanding any term to the contrary, the following terms and conditions are applicable to the Yard Duty Supervisor Classification:

Work Year: Yard Duty Supervisors will work all student attendance days.

1 Staff Development: The District will provide three (3) hours of staff development prior  
2 to the first student attendance day each year.

3  
4 Hours of Employment: The District will determine the time and hours of operation and  
5 determine the kinds and levels of services to be provided.

6  
7 Extra Hours: When the District determines additional hours are needed at a specific  
8 school site, those additional hours will be assigned to the employee working at the site.  
9 Site Administration will make a good faith effort to distribute extra hours as equitably as  
10 possible throughout the school year.

11  
12 Standby Time: Yard Duty Supervisors who have a break in service, fifteen (15) minutes  
13 or less, shall be compensated for the minutes of standby time at their regular rate of pay.

14  
15 Expenses and Materials:

- 16  
17 a. Uniforms – The District shall provide a safety vest which is to be visibly worn  
18 during their shift hours.  
19 b. Safety Equipment – The District shall provide a metal whistle. A school radio  
20 may be used for communication, as deemed necessary.

21  
22 Working Conditions:

23 REST PERIOD: Employees who work at least three (3) consecutive hours in a  
24 day are entitled to one (1) duty free, 10 minute rest period on that same day.  
25 Employees who work less than three (3) hours are not entitled to a rest period.

26  
27 LUNCH PERIOD: Employees assigned more than 6 consecutive hours in a day  
28 shall be entitled to a duty free lunch of at least 30 minutes. The length of time for  
29 such lunch period shall not be less than one-half (1/2) hour nor more than sixty  
30 (60) minutes.



## ARTICLE 16

### EVALUATION AND PERSONNEL FILES

The purpose of the classified personnel performance evaluation is to promote open and honest communication between the employee and his/her evaluator. The purpose would also include the identification, reinforcement and improvement of skills, attitudes and abilities which will result in better performance for classified employees, and is a factor to be used in consideration for transfers.

#### 16.1 EVALUATION

16.1.1 EVALUATION FORM: The Modesto City Schools' Classified Personnel Performance Evaluation Form shall be used to record the evaluation of classified personnel pursuant to the evaluation procedures set forth in this Article (see Attachments #5 and #6). Effective ~~November 1, 2012~~ January 1, 2021, the Classified Personnel Performance Evaluation Form will be revised to ~~eliminate~~ include "Exceeds Standards." The evaluator may attach one (1) single sided additional pages to include required information related to identifying and correcting deficiencies.

16.1.2 EVALUATION BY IMMEDIATE SUPERVISOR: The chief responsibility for formal employee evaluation shall be that of the immediate supervisor; however, the responsibility shall be shared with the Superintendent or his/her designee.

Such evaluation is to be based upon observation of the employee's work, spaced over a sufficient period of time to allow for an adequate sampling of the employee's performance.

16.1.3 FREQUENCY OF EVALUATIONS: Permanent employees shall be evaluated annually until they have completed their fifth year. From that point forward, if their previous year's overall evaluation "meets standards" then they will be on an every other year basis. Probationary employees, at a minimum, will ~~continue to~~ be evaluated at the 3 month, ~~6 month and 12 month~~ period.

Permanent employees selected for a promotional position shall serve a probationary period of ~~eight (8) months~~ six months or 130 days in paid status, whichever is longer from the date of hire into the new classification. The employee, at a minimum, shall receive a three (3) month ~~and six (6) month~~ evaluation to determine if the employee is satisfactorily completing the duties of the promotional position. Upon completion of the probationary period, the employee will return to the previous evaluation schedule with the annual or bi-annual evaluation to be completed based upon the first date of paid service in the promotional position.

1 Probationary Child Development Programs (CDP) classified staff will be  
2 evaluated by CDP managers. Permanent CDP classified staff will be  
3 evaluated by the site manager. Permanent employees with a majority of  
4 their positions' funding (51% or more) coming from the federal Head Start  
5 grant shall be evaluated annually as per the 45<sup>th</sup> Code of Federal  
6 Regulations, Part 1304.52 (i).

7  
8 16.1.4 KEPT IN PERSONNEL FILE: Evaluation materials shall be kept in the  
9 employee's personnel file at the Modesto City Schools' Human Resources  
10 Office.

11  
12 16.1.5 DIRECT OBSERVATION: Evaluations shall be made based primarily  
13 upon the direct observation and knowledge of the evaluator. The evaluation  
14 is to be completed by the supervisor who is responsible for the work of the  
15 employee; however, the responsibility shall be shared with the  
16 Superintendent or his/her designee. Management maintains the right to  
17 evaluate based on multiple unscheduled observations.

18  
19 PARAPROFESSIONALS: An evaluation shall not be completed unless  
20 there has been at least one direct observation. A date and approximate time  
21 of at least one direct observation will be noted on the evaluation.

22  
23 16.1.6 CONFERENCE/EMPLOYEE REVIEW EVALUATION: The employee  
24 will receive a copy of the completed evaluation no less than 48 hours  
25 (2 working days) prior to the evaluation conference, unless waived by the  
26 employee. No evaluation of any employee shall be placed in an employee's  
27 personnel file until there has been a conference between the employee and  
28 the primary evaluator. Evaluations shall be scheduled by the evaluator  
29 within thirty (30) days preceding or forty-five (45) days succeeding the  
30 employee anniversary date.

31  
32 16.1.7 CORRECTING DEFICIENCIES: If there are any deficiencies noted by the  
33 evaluation, the employee shall be informed of how he/she can be expected to  
34 improve performance to an acceptable standard for the position, offered  
35 assistance, and given a specific time-frame during which to correct deficiencies.

36  
37 16.1.8 GRIEVANCE PROCEDURE: Only evaluation procedures shall be subject  
38 to the grievance procedure.

39  
40 16.1.9 REVIEW TO HUMAN RESOURCES DEPARTMENT: If an employee  
41 alleges that an evaluation was based on false or inaccurate information, the  
42 employee may request that the Human Resources Department review the  
43 allegation. The Human Resources Department shall review the allegation  
44 and if deemed necessary, conduct an investigation. The result of the review  
45 and investigation shall be forwarded to the evaluator, who shall be given an  
46 opportunity to modify the original evaluation or reaffirm the original

1 evaluation. At the request of the employee, the review and investigation  
2 report shall be attached to the evaluation.  
3

4 16.1.10 WRITTEN RESPONSE ON EVALUATION: The employee shall have the  
5 right to attach a written response to the evaluation. The written response  
6 will be scanned into the employee's personnel file.  
7

8 16.1.11 IMPROVEMENT PLANS: An employee may be placed on an  
9 improvement plan if more than 50% of the areas on the factor checklist  
10 require improvement and/or are not satisfactory. The immediate supervisor  
11 must mark the overall performance "plan for individual improvement."  
12 Improvement Plans shall indicate what the employee and the supervisor will  
13 accomplish to improve the employee's noted deficiencies. If less than 50%  
14 of the factor checklist items are marked requires improvement and/or not  
15 satisfactory, and the behavior is significant enough to warrant additional  
16 action, Human Resources may make the determination to place the  
17 employee on an Improvement Plan.  
18

19 16.2 PERSONNEL FILES: Materials in personnel files of employees that may serve as a  
20 basis for affecting the status of their employment are to be made available for the  
21 inspection of the person involved.  
22

23 Such material is not to include ratings, reports, or records which (1) were obtained  
24 prior to the employment of the person involved, (2) were prepared by identifiable  
25 examination committee members, or (3) were obtained in connection with a  
26 promotional examination.  
27

28 Every employee shall have the right to inspect these materials upon request, provided  
29 that the request is made at a time when the person is not actually required to render  
30 services to the District.  
31

32 Information of a derogatory nature, except material mentioned in the paragraph  
33 above, shall not be entered or filed unless and until the employee is given notice and  
34 an opportunity to review and comment thereon. An employee shall have the right to  
35 enter, and have attached to any derogatory statement, his/her own comments thereon.  
36 The review shall take place during normal business hours, and the employee shall be  
37 released from duty for this purpose without salary reduction.  
38

39 16.3 RECORDS – HUMAN RESOURCES OFFICE: Employees must notify their  
40 principal or work supervisor, in writing, whenever their status changes, such as a new  
41 address, new phone number, marital status, name change, increase or decrease in  
42 number of dependents, name of person to notify in case of emergency, etc. Principals  
43 and supervisors shall be responsible for forwarding such information to the Human  
44 Resources Office.

## NEW ARTICLE

### ARTICLE 27

#### EMERGENCY CLOSURE – DISRUPTION OF DISTRICT OPERATIONS

1 Purpose and Intent: The Parties acknowledge that recent events have resulted in emergency  
2 closures and disruptions of District operations. During such periods, the Parties recognize  
3 the need to provide a safe learning and working environment.

4  
5 Scope: The closures and/or disruptions anticipated herein, include war, terrorism or threats of  
6 terrorism, civil disorder, fire, disease or medical epidemics or outbreaks, pandemics or other  
7 emergencies as designated or declared by the Superintendent.

8  
9 The actions authorized herein acknowledge the evolving nature of the federal, state, and local  
10 orders impacting district operations that arise as a result of emergency closures and  
11 disruptions.

12  
13 If the Superintendent or her designee orders the closure of any District facility or curtailment  
14 of operations in response to an emergency, unit members shall not suffer a loss of pay during  
15 the period of such evacuation but shall remain available for immediate return to work after  
16 clearance for return to the work station for the remainder of their work shifts.

17  
18 Continued Salary and Benefits: In the event any District facility must be closed, or any  
19 District operations are curtailed due to government order or in response to an emergency as  
20 ordered by the Superintendent, bargaining unit employees will not suffer any loss of pay or  
21 benefits relative to their regular schedules for the period of closure or curtailment. This  
22 section does not alter the District's rights under Article 9, Layoff Procedure.

23  
24 Alternative Duties: A bargaining unit member will continue to receive pay and benefits  
25 provided the bargaining unit member is ready, able, and willing to perform his/her duties or  
26 alternative duties. In the event it is not possible for a bargaining unit member to continue to  
27 perform his/her regular job duties due to full or modified closure or curtailment (including  
28 during the Distance Learning instructional program), the District may temporarily reassign a  
29 classified employee or assign alternative duties not contained within their current job  
30 description. In this instance, the District will endeavor to assign alternative duties that are  
31 within the bargaining unit member's capability for the bargaining unit member to perform.  
32 A bargaining unit member performing alternative duties will be compensated as his/her  
33 regular rate of pay. A bargaining unit member who does not wish to perform alternate work  
34 may opt for and use available leave.

35  
36 Shift Hours: The parties agree that the District may change employee shift hours based on  
37 operational needs. Should changes in shift hours exceed 60 minutes, the District shall  
38 consult with CSEA. At the conclusion of the emergency, the District shall return the  
39 bargaining unit member to his/her regular schedule. Any shift change following the  
40 emergency shall be pursuant to Article 14.17.

1 Assignment of Work Location: The District shall have the flexibility to temporarily assign  
2 bargaining unit members to report to alternate work locations if deemed necessary due to  
3 operational needs. In such cases, the District shall inform CSEA in writing, and the  
4 supervisor will, to the extent possible, inform the employee (by phone or in writing) by 5:00  
5 p.m. the work day prior to the day the employee is to report to the changed location. Such  
6 change in work location will not be considered a “transfer” as defined in the CBA. Changes  
7 in work location will be based on operational need and shall not be arbitrary or capricious.

8  
9 Communications: During any period of closure or curtailment because of an emergency,  
10 bargaining unit members shall check their email and/or other manner of communication  
11 established with their supervisor on a daily basis for the most current situational updates.

12  
13 Disaster Service Workers: The District may designate bargaining unit members to serve as  
14 disaster service workers pursuant to Government Code section 3100.

15  
16 Essential Workers: In the event that District facilities are required to close on orders of local,  
17 state and/or federal agency, the District shall identify essential operations and corresponding  
18 classifications required to report for work. It is understood that the designation of essential  
19 services may change based on changing circumstances. The District will inform CSEA of  
20 changes in the designation of essential services and the affected employees.

21  
22 Duty to Negotiate: The parties recognize that a governmental response to any emergency will  
23 be constantly evolving. The parties will comply with state or federal legislation or orders as  
24 may be affected by the terms and conditions of employment of bargaining unit employees  
25 and will bargain as needed over the effects of such emergency orders.