

**AGREEMENT**

**BETWEEN**

**THE COMPTON UNIFIED SCHOOL DISTRICT  
AND**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL 911 – SUBSTITUTE UNIT**

**February 1, 2018 – June 30, 2021**



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**ARTICLE I**  
**PREAMBLE**

This Collective Bargaining Agreement (the "Agreement") was entered into on first day of February 2018, between the International Brotherhood of Teamsters Local 911 (the "Union") and the Compton Unified School District (the "District"), pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title I of the California Government Code (the "EERA").

**ARTICLE II  
RECOGNITION**

- 2.1 The District recognizes the Teamsters Local 911 as the exclusive representative for employees in the Substitute Unit, which shall consist of all employees holding positions in the job classifications listed in Appendix "A," which is attached hereto and incorporated by reference as a part of this Agreement.
- 2.2 Any job classification existing at the time of this Agreement which has been inadvertently included/excluded shall be excluded from or included in an appropriate unit, by mutual agreement of the parties.
- 2.3 Disputes between the Union and the District involving the inclusion/exclusion of job classifications and/or positions, created after the signing of this Agreement, shall be subject to resolution through established procedures of the Public Employment Relations Board ("PERB").

**ARTICLE III**  
**EFFECT OF AGREEMENT**

The provisions of this Agreement shall prevail over District rules, policies and practices. To the extent permitted by law, this Agreement shall also prevail over state law. Rules, policies, and practices not specifically written into this Agreement are not part of this Agreement.

**ARTICLE IV  
DISTRICT RIGHTS**

- 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and, take action on any matter in the event of an emergency.
- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 4.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. "Emergency" shall be defined as a situation calling for prompt action; an act of God or other cause not within the District's control which impacts or potentially impacts the operations of the District; an unusual, unexpected or extraordinary interference from a third party; or an unusual, unexpected or extraordinary occurrence whose cause is unknown.

**ARTICLE V  
UNION RIGHTS**

5.1 Rights of Access

Authorized Union representatives shall be permitted to transact official Union business with unit members on school district property before the normal work time, during authorized breaks, meal periods or after the assigned work time, provided that such access or contact does not disrupt or interfere with the normal operation of the District. Authorized Union representatives must receive the approval of the site administrator/department head before contacting the unit member on District premises, including schools or other work locations.

5.2 Use of Facilities

The Union may use the school mail system for intra-district mailings and designated bulletin board space at each site subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Union; (b) a copy of such posting or distributions must be delivered to the Superintendent/Designee at the same time as posting or distribution; and, (c) the Union will not post or distribute information which is derogatory or defamatory to the District or its personnel. The District will provide a mailbox at each site for use of the Shop Steward at the site.

5.3 Review of Official Personnel File

After the appointment has been made with the Human Resources Department, the Union shall have the right to review a unit member's personnel file when accompanied by the unit member or upon presentation of written authorization signed by the unit member. The authorization must be dated. No authorization dated more than twenty (20) workdays prior to the date of presentation will be honored.

5.4 Right to Information

The Union shall have the right to review or to receive, upon advance notification, a copy of existing documents, within the District's sole possession and control, related to wages, hours and other terms and conditions of employment (as such terms are used in EERA) which are necessary for the Union to fulfill its role as the exclusive representative of bargaining unit members covered by this Agreement.

5.5 Bargaining Unit List

In a manner consistent with Government Code sections 3555-3559 the District shall provide the Union with a bargaining unit list for all employees in the bargaining unit.

5.5.1 New Hire Orientation. As part of the onboarding process, new hires will be provided release time, up to one (1) hour, to attend a new hire orientation by the Union. The new hire orientation shall be conducted in the months of September and February. The specific dates of the new hire orientation shall be by mutual agreement between the Union and the District.

5.6 Payroll Deductions

The District will deduct from the pay of Union members and pay to the Union the normal and regular monthly Union membership dues which are voluntarily authorized in writing by the employee on the Union form, subject to the following conditions:

5.6.1 Such deduction shall be made only upon submission of the Union membership form to



the designated representative of the District, duly completed and executed by the unit member and the Union.

5.6.2 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after submission of the form to the Payroll Department.

5.7 Shop Stewards

5.7.1 The District shall recognize up to one (1) Shop Steward for the purpose of all aspects of union representation, including process grievances under Article VI. The Union shall furnish in writing the names of Shop Steward to the Human Resources Department and shall notify, in writing, the Human Resources Department of any changes to the appointed Shop Stewards.

5.7.2 The District shall grant release time to Shop Steward to represent unit members during grievance conferences with supervisory and management officials, subject to the provisions of Article 5.7.2.1 and 5.7.2.2 below.

5.7.2.1 At least twenty-four (24) hours prior to the anticipated need to be released from duties for grievance processing, the Shop Steward shall inform his/her supervisor of the need for release time; workload permitting, the Shop Steward will be granted a reasonable amount of release time to represent the grievant. A decision that workload does not permit release of the Shop Steward at that time is final and may not be grieved.

5.7.2.2 Under no circumstances shall a Shop Steward consult with a unit member during duty hours unless he/she has obtained prior approval from the unit member's supervisor. A decision by the unit member's supervisor that workload does not permit consultation at the time requested shall be final and may not be grieved.

5.7.3 In addition to the release time granted in 5.7.2 the District shall grant for the use of Shop Steward a total bank of not more than eighty (80) hours per school year for such purposes as investigating grievances or gathering information. The use of such time must be approved in advance the Shop Steward's supervisor on the form titled "Shop Steward's Application for Release Time." (See Appendix B.) The use of such time shall be subject to the requirements of Article 5.7.2.2.

5.8 Union Release Time

5.8.1 The District shall provide release time for up to four (4) Shop Stewards for the purpose of contract negotiations. Employees on the Union's bargaining committee who miss work from their regular work schedule due to attendance at negotiation sessions shall be entitled to be paid for the actual work time missed based on their regular work schedule, up to eight (8) hours per day, e.g. a 6 hour employee shall be entitled to 6 hours of pay if the negotiations take place during the employee's 6-hour shift.

5.9 On July 1st of each year, the Union shall provide the District with a list of all Business Representatives and designated Shop Steward. The District shall be provided with any changes or additions within ten (10) days. The District shall only be obligated to deal with duly authorized representatives of the Union.

**ARTICLE VI  
GRIEVANCE PROCEDURE**

6.1 Definitions

6.1.1 A “grievance” is a written complaint by a unit member or by the Union on behalf of a unit member that he/she has been adversely affected by an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement. Actions to challenge or change rules or regulations of the District which are not specifically incorporated into this Agreement or to contest matters for which a specific method of review is provided by law are not grievances and are not within the scope of the grievance procedures set forth in this Article. The Union may file a grievance on its own behalf in accordance with Article 6.7.

6.1.2 A “day” is a day in which the Central Administrative Office of the District is open for business.

6.1.3 The “immediate supervisor” is the individual designated, in writing, as the unit member's supervisor, pursuant to Article 10.2 (Performance Evaluation Procedure).

6.1.4 “File” or “filed” means that the grievance must be personally delivered to the appropriate person set forth in the applicable level of the grievance procedure within the time limits set forth in this Article, or must be transmitted to the appropriate person by certified mail within the time limits set forth in this Article. The date of filing when the grievance is filed by certified mail shall be deemed to be the date of mailing.

6.1.5 “Respond in writing” means that the District’s response to the grievance must be personally transmitted to the grievant or grievant's representative within the time-limits; set forth in this Article, or the response must be transmitted by certified mail within the time limits set forth in this Article to the grievant at the grievant's address of record on file with the Human Resources Department, or to the grievant’s representative. The date of response for a response transmitted by certified mail shall be deemed to be the date of mailing.

6.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. All time limits may be extended by expressed mutual agreement of the parties, but only if the extension agreement is in writing. Grievances not discussed or filed within the applicable time limits set forth in this Article, or any written extension, shall not be entitled to processing at any time, shall be deemed withdrawn.

6.2.1 It is the District and the Union’s intent to work collaboratively to resolve all grievances in a timely manner. The two-step grievance procedure outlined below encourages collaboration and timeliness. The second step in the grievance procedure shall be the final step. No grievance filed using this grievance procedure shall be arbitrable.

6.3 Steps in the Grievance Procedure

6.3.1 STEP ONE

6.3.1.1 Within fifteen (15) days of the act or omission giving rise to the grievance or within fifteen (15) days of the date the grievant should have reasonably

known of the act or omission, the grievant must discuss the grievance with his/her immediate supervisor.

6.3.1.1.1 The grievant must, in writing or orally, either in advance or during the meeting specifically identify that the meeting constitutes the Step One grievance meeting.

6.3.1.1.2 If the grievant orally identifies the meeting as the Step One grievance meeting, then within one (1) day of the meeting taking place, the grievant must submit to the immediate supervisor a written confirmation that the meeting constituted the Step One grievance meeting.

6.3.1.2 The immediate supervisor shall respond to the grievance orally or in writing within five (5) days of the discussion.

6.3.1.3 The Step One may be waived with the mutual written agreement – on a District provided form – by the immediate supervisor and grievant. The grievant will file the form with the Human Resources Department within fifteen (15) days of the act or omission giving rise to the grievance or within fifteen (15) days of the date the grievant should have reasonably known of the act or omission.

#### 6.3.2 STEP TWO

If the grievant is not satisfied with the disposition of the grievance at the Step One, or if no response has been rendered by the immediate supervisor within the time limits specified for the response at the Step One, the grievant has until the earlier of: (a) ten (10) days following the last day on which the response at Step One is due; or (b) ten (10) days following the date of the response at the Step One to file the Step Two grievance in writing. To be timely, the formal Step Two grievance must be filed with the Human Resources Department within twenty-five (25) days of the act or omission giving rise to the grievance or within twenty-five (25) days of the date the grievant should have reasonably known of the act or omission. The written grievance must include a clear, concise statement of the circumstances giving rise to the grievance, a statement of the specific Article and Section of the Agreement alleged to have been violated, a statement of the remedy desired, and the name of the grievant's representative, if any. If the grievance fails to specify this information, the grievance shall not be entitled to processing at any time, shall be deemed withdrawn. The Human Resources Department shall respond in writing within ten (10) days after the written grievance is filed. The determination of step two shall be the final step in the grievance procedure.

#### 6.4 Miscellaneous Provisions

6.4.1 It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances. All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's official personnel file, and such file shall be available for inspection only by the unit member, the Shop Steward or Business Representative and those management, supervisory and confidential employees directly involved in the grievance procedure.

- 6.4.2 The grievant must be in attendance at all steps of the grievance procedure where a conference is held. He/she may present his/her own case or may present it through the Shop Steward designated from his/her area or Business Representative.
- 6.4.3 Conferences with the grievant will be scheduled during his/her normal working hours.
- 6.4.4 Upon sufficient advance notification, the District shall release unit members, without loss of pay, to testify during the grievance process where their appearances are requested by either party.

6.5 Union Grievances

- 6.5.1 The Union may file a grievance on its own behalf as an organization or where there is an allegation that the District has violated, misinterpreted or misapplied a specific provision of this Agreement that grants specific rights to the Union as an organization. Such grievances shall be presented, in writing, by the Union directly to Step Two of the grievance procedure. To be timely, a grievance filed pursuant to this Section must be filed within twenty-five (25) days of the act or omission giving rise to the grievance or within twenty-five (25) days of the date the Union should have reasonably known of the act or omission, whichever is sooner. The written grievance must include a clear, concise statement of the circumstances giving rise to the grievance, a statement of the specific Article and Section of the Agreement alleged to have been violated, and a statement of the remedy desired. If the grievance fails to specify this information, the grievance shall not be entitled to processing at any time, shall be deemed withdrawn, and arbitration of the grievance shall be deemed waived.

**ARTICLE VII  
WAGE AND SALARY**

7.1 Regular Rate of Pay

7.1.1 2018-2019 School Year

Effective July 1, 2018, any bargaining unit member still employed in the same substitute classification/position shall move to Step 2 of the designated salary schedule upon all of the following criteria being met:

- A. Has worked two (2) consecutive years immediately preceding movement into Step 2 within the specific classification/position.
- B. Has Worked the minimum hours listed below:
  - a. Substitute Cafeteria Worker = 470 hours
  - b. Substitute Campus Security Assistant = 594 hours
  - c. Substitute Plant Worker = 700 hours

7.1.2 2019-2020 School Year

Effective July 1, 2019, any bargaining unit member still employed in the same substitute classification/position shall move to Step 3 of the designated salary schedule upon all of the following criteria being met:

- A. Was placed on Step 2 the previous school year
- B. Has worked two (3) consecutive years immediately preceding movement into Step 3 within the specific classification/position.
- C. Has Worked the minimum hours listed below for three (3) consecutive years:
  - a. Substitute Cafeteria Worker = 470 hours
  - b. Substitute Campus Security Assistant = 594 hours
  - c. Substitute Plant Worker = 700 hours

7.2 It is understood and agreed upon that placement on the salary schedule attributed to working as a substitute employee will have no impact on salary schedule placement upon a member becoming a probationary/permanent employee.

**ARTICLE VIII  
WORK PERIODS AND OVERTIME**

8.1 Workday and Workweek

8.1.1 The starting and ending times of the workday and the unit member's required workdays and number of work hours shall be determined solely by the District.

8.1.2 Currently, the classification/position listed below have the specified designated hours of work per day:

- Substitute Cafeteria Worker = Four (4) hours per day.
- Substitute Campus Security Assistant = Five (5) hours per day.
- Substitute Plant Worker = Five (5) hours per day.

8.2 Lunch and Rest Periods

8.2.1 Bargaining unit members who work at least five (5) consecutive hours shall be entitled to a duty-free lunch period of thirty (30) minutes. It shall be the responsibility of the immediate supervisor to determine the specific time for the unit member's lunch break.

8.2.2 Each bargaining unit member shall be granted a fifteen (15) minute rest period during each four (4) hours of work period. Unit members may not leave the work site where employed during the rest period unless authorized by the Site Administrator or Department Head. Rest periods are not cumulative and shall not be used to extend the lunch period or another rest period or to shorten the workday. No rights of overtime will accrue if rest periods are not taken. It is the responsibility of the supervisor to establish the specific time of the unit member's rest period.

8.3 Overtime

8.3.1 Overtime is ordered and authorized work time in excess of eight (8) hours in one day or forty (40) hours in one (1) week. No one shall order or authorize overtime unless it is compensable as provided below.

8.3.2 Unit members newly employed by the District shall be placed in the least senior position of the overtime list.

8.4 Compensation for Overtime

8.4.1 All overtime must be approved in advance by the appropriate supervisor.

8.4.2 Appropriate District overtime rules shall apply to this bargaining unit.

**ARTICLE IX**  
**PERFORMANCE EVALUATION PROCEDURES**

9.1 Evaluation of Unit Members

Upon written request from a unit member, the District will provide one (1) yearly performance evaluation completed by the immediate supervisor. (See Appendix C) Request shall be submitted to the department for which the member has been working as a substitute. Performance evaluations shall be provided within fifteen (15) business days after written request has been received by the immediate supervisor.

9.2 Who Makes Evaluations

Each immediate supervisor under whom the unit member has served five (5) workdays or more during any rating period shall provide a performance evaluation, even though the unit member may have left his/her control. The immediate supervisor responsible for completing the performance evaluation shall be a non-represented management employee.

9.3 Procedures

The unit member shall have the right to review and respond to the performance evaluation and such response shall be attached to the evaluation. Performance evaluation reports shall be filed in the unit member's official personnel file and shall be available for review.

9.4 Personnel File Information

9.4.1 The official personnel file of each unit member shall be maintained at the District's Central Administration Office. Materials placed in the official personnel file must indicate that a copy has been given to the unit member concerned.

9.4.2 Every unit member shall have the right to inspect such material upon request, provided that the request is made at a time such unit member is not actually required to render service to the District or with the permission of the department head on District time.

9.4.3 Information of a derogatory nature, excepting material listed in Section 10.5.1 above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Unit members shall be provided with a copy of any derogatory written material within five (5) days before it is placed in the unit members' official personnel file. A rebuttal statement on the original statement or attached to the document shall be proof that the unit member had the opportunity to review and comment on the material. A signature of the unit member acknowledging receipt shall be verification that he/she has received a copy of the document. If the unit member refused to sign acknowledging receipt of the material, only the server shall prepare a memorandum which shall be attached to the derogatory statement advising that the employee has been served, how, when and where. A review of derogatory statements shall take place during normal business hours, and the unit member shall be released from duty for this purpose without loss of pay.

9.4.4 The District shall keep a record indicating the persons, other than Human Resources Department staff, who have examined unit member's personnel file including the date of examination and the record shall be maintained in the unit member's official personnel file. Any person submitting material for insertion in the unit member's official personnel file shall sign and date the material. The material shall be date-stamped upon receipt in the Human Resources Department.

9.4.5 Unit members' files maintained at locations other than the Human Resources Department shall include personnel status notices, individual absence reports, annual performance evaluations, and other information of a non-derogatory nature.

9.4.6 If the unit member is not satisfied with the contents of the performance evaluation, he/she may appeal in writing to the next level supervisor and request a meeting to resolve any disputes. The next level supervisor shall schedule a conference with the unit member and the evaluator within five (5) workdays, and must respond in writing within ten (10) workdays following the conference. The decision of the next level supervisor is final. Time limits may be extended by mutual agreement. All correspondence relating to this Section shall become a part of the unit member's official personnel file. If the unit member is still dissatisfied with the contents of the performance evaluation, he/she may submit a rebuttal statement, in writing, to be attached to the evaluation and filed in his/her official personnel file. All correspondence relating to this Section shall become a part of the unit member's official personnel file. Forms, letters, memorandums, etc., used for reporting job performance and conduct which are below acceptable District standards shall not be used to support initiation of disciplinary action if such material is more than three (3) years old.

Such material may be used to prove that the unit member has received previous discipline or counseling. The three (3) year time limit shall begin to run on the date the material is date-stamped upon receipt in the Human Resources Department.



**ARTICLE X**  
**SAFETY**

- 10.1 The District seeks to ensure that each unit member is provided with safe and healthy working conditions. The Union agrees to encourage unit members to be safety conscious in the performance of duties and to promptly report alleged unsafe conditions to their supervisor or to their Safety Committee Representative at the departmental/school level.
- 10.2 A District-wide accident prevention program, including safety training, inspection, accident and hazard reporting, shall be administered in compliance with State Safety Orders. Subject to District financial constrictions and priorities, repairs, purchases and/or modification of facilities, equipment, records and practices shall be made promptly to meet requirements of the State Safety Orders and to reduce or eliminate hazardous conditions.
- 10.3 Consistent with this Section, each Department Head and School Principal shall be responsible for the implementation and operation of all necessary procedures designed to attain and maintain safe and healthful working conditions.
- 10.4 The Union shall appoint one (1) members to become a part of the existing District Safety Committee.
- 10.5 The bargaining unit members of the Committee shall be allowed reasonable release time to carry out their duties as members of the District Safety Committee. No compensation will be provided for the meetings held outside of the unit member's scheduled work hours.
- 10.6 No unit member shall be unlawfully discriminated against for reporting any condition believed to violate the requirements of the State Safety Orders.
- 10.7 Complaints regarding alleged violations of this Article may not be pursued beyond intra-District level of the Grievance Procedure. Nothing contained in this Article shall preclude a unit member from pursuing legal remedies available under State and Federal Laws to redress alleged safety violations.

**ARTICLE XII**  
**SICK LEAVE**

- 12.1 Eligibility: Bargaining unit employees will be eligible to accrue Paid Sick and Safe Time ("PSST") from the District's implementation of this Article or the start of employment, whichever is later. An employee must have completed 89 days of employment with the District before using any PSST and must have worked 30 days in California within a year of commencing employment with the District.
- 12.2 Definitions:
- 12.2.1 Family member: The employee's current spouse, child or individual for which the employee stands in loco parentis, legal guardian or ward, parent, parent-in-law, person who stood in loco parentis status when the employee was a minor child, sibling, grandparent, or grandchild. An employee's domestic partner (as defined by law), as well as the child and parent of a registered domestic partner, are also considered an employee's family member. These familial relationships include not only biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships. The definition of child applies irrespective of a child's age or dependency status.
- 12.2.2 Safe time: Employees may take safe time if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to attend to safety planning or other actions to assist the employee, such as judicial assistance, medical attention, counseling, etc.
- 12.2.3 Sick time: Employees may take sick time for themselves and their eligible family members: (a) for diagnosis, care or treatment of an existing medical condition; (b) for preventative care; (c) to attend a medical or dental appointment; (d) to attend to or provide care for a family member with a mental or physical illness; and/or (e) to recover or recuperate from an injury or health condition.
- 12.3 Eligible employees are provided sick and safe time each fiscal year, which for purposes of this Article is defined as July 1st through June 30th.
- 12.4 Accrual and Carryover: Employees, subject to the requirements and conditions for eligibility and usage, will begin accruing PSST each pay period at a rate of 1 hour for every 30 hours worked.
- 12.4.1 Employees may carry over into that year no more than 48 hours of PSST and will continue to accrue PSST based upon the 12-month period commencing with the calendar year. Once the employee reaches his/her maximum PSST accrual cap, no further PSST will accrue until the PSST bank falls below the cap. Any accrued, but unused, PSST hours may be carried over into a new fiscal year, up to a maximum of 48 hours of PSST.
- 12.4.2 The number of hours an employee is deemed to work each week will be based on time records and includes all hours worked.
- 12.4.3 Once the employee has used 24 hours of PSST, in a fiscal year, the employee is not eligible to use any further PSST in that fiscal year.
- 12.4.4 Employees cannot cash out unused PSST at the end of each calendar year.

- 12.5 PSST may be used in increments of one hour or greater to cover all or just part of a work day.
- 12.6 Use Of PSST:
- 12.6.1 Use of PSST can only occur to cover a pre-existing assignment. If the need for PSST use is foreseeable, an employee must provide reasonable advance notice, either orally or in writing, to their supervisor of an absence from work.
- 12.6.2 If the use of PSST is unforeseeable, an employee must provide notice, either orally or in writing, to their supervisor of the need to use PSST as soon as practicable. In all circumstances, an employee is responsible for specifying that the time off is for PSST reasons, so that the absence may be designated as a PSST absence.
- 12.6.3 The District reserves the right to request documentation of the qualifying use of PSST as permitted under applicable local or state law.
- 12.7 An employee who separates from employment with the District will not be paid out unused PSST at separation. If an employee is rehired within one year of his/her separation from employment, the employee will receive back all accrued, but unused, PSST the employee had available at the time of separation and will be eligible to use that time as of the date of rehire.

**ARTICLE XIII  
HOLIDAYS**

13.1 Eligibility for Holiday Pay

13.1.1 All unit members shall be entitled to payment for an authorized holiday, provided that they are in an active paid status and have met the following requirements outlined below:

13.1.1.1 The unit member must have been in a paid status for two (2) consecutive years and worked a minimum of hours outlined below for each of those two (2) consecutive years.

13.1.1.1.1 Substitute Cafeteria Worker = 470 hours per year  
Substitute Campus Security Assistant = 594 hours per year  
Substitute Plant Worker = 700 hours per year

13.1.1.2 All unit members shall be entitled to holiday pay upon completion of their second year of service provided that they have met the requirements outlined above.

13.1.2 If the requirements outlined above are met, the unit member shall be entitled to one (1) District recognized holiday.

13.1.2.1 The unit member shall notify the District's payroll department one pay period before the holiday pay period for payment.

13.1.2.2 The unit member shall choose one holiday from the following holidays for payment; Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Lincoln Day, President's Day, or Memorial Day.

13.1.3 Pay for a holiday shall be five (5) hours per holiday for Substitute Campus Security Assistant and Substitute Plant Worker. For Substitute Cafeteria Workers, pay for the holiday shall be four (4) hours.

**ARTICLE XIV**  
**NON-DISCRIMINATION**

- 14.1 Neither the District nor the Union shall unlawfully discriminate against bargaining unit members on the basis of age, race, sex, color, national origin, religion or physical or mental disability in violation of applicable local, state and/or federal.
- 14.2 Neither the District nor the Union shall unlawfully discriminate against bargaining unit members on the basis of political opinions or affiliation or marital status.
- 14.3 Complaints regarding alleged violations of this Article may not be pursued beyond the intra-District level of the grievance procedure. Nothing contained in this Article shall preclude a unit member from pursuing legal remedies available under State and Federal laws referred to in this Article.

**ARTICLE XV**  
**SAVINGS PROVISION**

- 15.1 If any provision of this Agreement is held contrary to law by a court of competent jurisdiction, such provision shall be severed from the remaining provisions of this Agreement and shall be deemed null and void to the extent required by the court. Other provisions of this Agreement will continue in full force and effect.
- 15.2 In the event of suspension or invalidation of any Article or Section of this Agreement and in the event the Article or Section may legally be replaced, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE XVI**  
**SUPPORT OF AGREEMENT**

The District and the Union agree that it is to their mutual benefit to encourage resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Union will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process, unless the appearance is by mutual agreement of the District and the Union.

**ARTICLE XVII**  
**COMPLETION OF MEETING AND NEGOTIATIONS**

The Union and the District knowingly and voluntarily, expressly waive and relinquish the right to meet and negotiate during the life of this Agreement over any matter within the scope of representation except as provided in Article 22.3. No exception shall be granted on the basis that the subject to be addressed in additional negotiations is not covered by this Agreement or was not within the knowledge or contemplation of either party during negotiations for this Agreement.



**ARTICLE XVIII  
CONCERTED ACTIVITIES**

- 18.1 It is agreed and understood that there will be no strike, sympathy strike, job action, work stoppage, slow-down, picketing which is unprotected by the First Amendment of the United States Constitution, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Union or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 18.2 The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 18.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.
- 18.4 It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement, in District policy, or by Education Code from any employee and/or the Union.

**ARTICLE XIX**  
**TERM OF AGREEMENT**

- 19.1 The term of the Agreement shall be from February 1, 2018 through June 30, 2021.
- 19.2 If either party wishes to modify, amend, or terminate the Agreement, it must notify the other party in writing, not later than March 1st of the year in which the Agreement expires.

**ARTICLE XX**  
**ORGANIZATIONAL SECURITY**

- 20.1 Dues Deductions. The District shall deduct in accordance with the Union dues and service fee schedule dues from the wages of all employees who are members of the Union on the effective date of this Article of the Agreement and who have submitted dues authorization forms to the District. The District shall deduct the initiation fee and dues in accordance with the dues schedule from the wages of each employee who, after the effective date of this Article of the Agreement, becomes a member of the Union and submits a dues authorization form to the District. Pursuant to such dues authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of each unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 20.2 Remittance of Dues to the Union by the District. With respect to all sums deducted by the District, the District agrees promptly within thirty (30) days of the deduction to remit such monies to the Union accompanied by an alphabetical list of unit members for whom deductions have been made, and indicating any changes in personnel from the list previously furnished.
- 20.3 Provision of Information. The Union agrees to furnish in a timely manner any information needed by the District to fulfill the provisions of this Article.
- 20.4 No unit member shall commence, maintain, or prosecute any action, or otherwise assert any claim whatsoever against the District, its Board of Trustees, its officers, employees, or agents, individually or collectively, in their official or individual capacities, for damages or loss of any kind, nature, or amount whatsoever, based on, arising out of, or in connection with the provisions contained herein.
- 20.5 Hold Harmless and Indemnification. The Union shall indemnify, defend and hold the District harmless from any and all claims, demands, or suits, or any other action arising out of or in connection with this Article of the Agreement.
- 20.6 This Article is not subject to the grievance provision of the Agreement.
- 20.7 The organizational security provisions of this Agreement shall be enforced by the Union and not the District.

**ARTICLE XXI**  
**JOINT LABOR MANAGEMENT COMMITTEE**

After the full ratification of the parties' initial collective bargaining agreement, the Union and District agree to establish a Labor Management Committee to discuss and address issues regarding the terms and conditions of employment with the District; however, the Committee shall not be empowered to agendize or discuss issues relating to wages (exclusive of payroll process related issues) and health and welfare benefits. The Committee shall be advisory in nature and shall not be binding on any of the parties.

One representative from Human Resources or his/her designee and one Union Business Representative may attend as ex-officio members of the Committee as well as to facilitate and co-chair meetings. The Committee will be comprised of three representatives from the District and one (1) Teamster representative from the substitute bargaining unit. This Committee shall join the previously established Teamster bargaining units A, C, and D's joint labor management committee meetings. The Committee will meet no more than four times per school year basis on a mutually agreed upon date and time, unless the parties mutually agree to additional meetings. The parties will endeavor to schedule the meetings to take place during bargaining unit employees' work hours. The meeting length shall not exceed one hour unless mutually agreed to otherwise. As long as the Committee meetings takes place during a Committee member's work hours, he/she will receive paid release time for attending such meetings. Employees will not receive paid release time for attending such meetings that take place outside of the employee's work hours or for work performed as a member of the Committee. Specific agenda items shall be provided and agreed upon by the Union and District representatives to each other five (5) calendar days prior to the scheduled meeting.

**ARTICLE XXII**  
**Path to Permanent Employment**

22.1 Longevity Credit:

22.1.1 Unit members shall be entitled to longevity credit towards their application for a permanent position provided that they are on an active paid status for the duration outlined below and have worked the minimum of hours outlined below:

Substitute Cafeteria Worker = 470 hours per twelve (12) months

Substitute Campus Security Assistant = 594 hours per twelve (12) months

Substitute Plant Worker = 700 hours per twelve (12) months

22.1.1.1 Upon completion of twelve (12) months of service the unit member shall be entitled to one (1) point towards their application for a permanent position.

22.1.1.2 Upon completion of twenty-four (24) months of service the unit member shall be entitled to three (3) point towards their application for a permanent position.

22.1.1.3 Upon completion of thirty-six (36) months of service the unit member shall be entitled to five (5) point towards their application for a permanent position.

22.2 Notification:

22.2.1 Unit members shall be notified of all permanent position vacancies via e-mail. It is the unit member's responsibility to update the Personnel Commission on their current e-mail address.

22.3 Testing and Rating:

22.3.1 District employment exam testers and raters shall be either; a Personnel Commission employee or a neutral third party. In the event that the Personnel Commission cannot find a third-party neutral for testing or rating, the Personnel Commission shall use a non-immediate supervisor or manager within the field.

**ARTICLE XXIII  
DRUGS AND ALCOHOL**

- 23.1 Use/Sale of Drugs and Alcohol:  
The District and the Union do not and will not condone the use, sale, or possession of any controlled substances including, but not limited to alcohol, amphetamines, barbiturates, benzodiazepines, depressants, heroin, LSD, cannabinoids, cocaine, methadone, methaqualone, phencyclidine, propoxyphene, opiates, and designer drugs.
- 23.2 Under the Influence/Use/Sale:  
The presence in the system, being under the influence, or the use or possession of controlled substances or alcohol during work hours, on District property, at District functions, at any time, shall be grounds for disciplinary action up to and including termination of a unit member. The sale of controlled substances or alcohol by a unit member while working on assignment, on District property, at District functions, at any time, is grounds for immediate termination. The possession of controlled substances or alcohol by a unit member while working on assignment, on District property, at District functions, at any time, is grounds for immediate termination. Any controlled substance or alcohol found on District property will be confiscated and turned over to the appropriate law enforcement agency. Unit members who are detained by local, state, or federal law enforcement officials for off-the-job drug related activities may be considered in violation of this Article and subject to discipline up to and including termination. In deciding what action to take, the District will take into consideration the nature of the offense, extenuating or aggravating circumstances, if any, surrounding the conduct, the employee's job duties and employment record with the District, the likelihood of the recurrence of the conduct, and the impact of the conduct on the District's students, employees, and reputation.
- 23.3 A unit member shall be disciplined for violation of Section 21.11.5 et seq. of this Article in accordance with the rules and regulations set forth by the Board of Trustees and the Personnel Commission pursuant to Education Code section 45220 et seq. Disciplinary action for violation of this Article is not subject to the Grievance Procedure in this Agreement.
- 23.4 Drug and Alcohol Testing:  
This Article delineates the purposes and procedures to be utilized for the testing for the presence of drugs and alcohol in the system of unit member, and shall apply to unit member drug or alcohol use which may have an adverse effect on the unit member's employment, job performance, the health, safety and welfare of district pupils, employees and others, or tend to injure the public services.
- 23.5 "Drug" means any substance including alcohol that has known mind or function altering effects on the human subject, specifically including psychoactive substances, including, but not limited to, substances prohibited or controlled by the laws of the State of California and federal controlled substance laws.
- 23.6 Unit Member Drug Testing Based on Reasonable Suspicion:  
The District shall have the right to question unit members and to require unit members to be tested for the presence of drugs or alcohol in their system when the District has reasonable suspicion to believe that the presence of drugs or alcohol in the unit member's system is likely to have an adverse impact on District property, the health, safety, or welfare of District pupils, the unit member, or others, or adversely affects the unit member's job performance, or may tend to injure the public service. Reasons for testing may include, but shall not be limited to:

- 23.6.1 Accident investigations when there is reason to believe that drug or alcohol usage is a factor;
  - 23.6.2 Reports by unit members of individual or group drug or alcohol use;
  - 23.6.3 Unexplained absences from normal work sites when there is reason to suspect drug or alcohol related activity in violation of this Article;
  - 23.6.4 Situations where a unit member reports to work in a condition which may impair the unit member's job performance because of probable drug or alcohol use; or,
  - 23.6.5 Any managerial employee who is requesting a unit member to submit to a drug or alcohol analysis shall document, in writing, the facts constituting reasonable suspicion that the unit member is under the influence.
- 23.7 For the purposes of this Article, "drug use" means the presence of any controlled substance specified herein, including alcohol, in the system of a unit member. "District property" shall include all District real and personal property, whether owned, leased, or licensed, and any real or personal property in which the District has a property interest.
- 23.8 Frequency of Drug Testing:
- 23.8.1 Each unit member shall be required to be tested for drugs or alcohol, at any time, upon a reasonable suspicion that he/she is under the influence or impaired by drugs or alcohol.
  - 23.8.2 The District reserves the right to administer drug or alcohol tests on a random basis without advance notice. However, before the District begins random drug testing, the District will give affected unit members and their unit representative three (3) working days prior notice of its intent to conduct random drug testing, such testing shall occur from four (4) days to two (2) weeks after such notice is given, such testing to continue for no more than ten (10) days after such notice.
- 23.9 Consequences of Failure to Submit to Drug Testing:  
No body fluid or breath test will be conducted without the individual's written consent. Any unit member who refuses to submit to a body fluid or breath test or refuses to sign a written consent for such testing may be subject to disciplinary action up to and including termination on the grounds of insubordination or willful failure of good conduct tending to injure the public service.
- 23.10 Testing Procedures:  
The following procedures for conducting testing for drugs or alcohol shall apply when a unit member is required to submit to a drug or alcohol screen:
- 23.10.1 The unit member shall be required to provide a urine sample or a blood sample; and, in the case of alcohol, chemical testing of his/her breath also may be required.
  - 23.10.2 The collection procedures shall insure that a valid sample (specimen) is acquired, that the donor is properly identified, and that no tampering or mishandling of the specimen occurs from initial collection to final disposition.
  - 23.10.3 The test samples shall only be analyzed by one of the following laboratories:
    - a. A State Public Health laboratory.
    - b. A State Department of Justice Criminalistics Laboratory.

c. A Laboratory which possesses a drug analysis license issued by the State Department of Health Services, and which submits to College of American Pathologists Proficiency Testing.

- 23.10.4 The District shall designate the administering physician and the laboratory where the test sample will be analyzed. Positive testing results are defined as those which are at or exceed a predetermined cut-off level. A negative sample either contains no drugs or contains a drug below the cut-off level. A positive result on the alcohol test is defined as the presence of alcohol in the sample.
- 23.10.5 The District may test for any drugs (controlled substance) including alcohol. However, the drugs to be tested shall include at least the following drugs: amphetamines and methamphetamines, cocaine, marijuana/cannabinoids (THS), opiates (narcotics), and phencyclidine (PCP). Nothing in this Article shall be construed to require the District to require a unit member to submit to drug or alcohol screening prior to initiation of disciplinary action against a unit member for drug or alcohol use.
- 23.10.6 There shall be a screening (initial) test and a confirmation test if the screening test is positive, except in the case of testing for alcohol.
- 23.10.7 The drug screening test shall be performed using either thin layer chromatography (TLC) or immunoassay (EMIT).
- 23.10.8 If the screening test result is negative, the test is concluded and the unit member has passed the drug test.
- 23.10.9 If the drug screening test result is positive, the test result must be confirmed by utilizing the gas chromatography/mass spectrometry (GC/MS) test.
- 23.10.10 If the necessary confirmatory test result is negative, the test is concluded and the unit member has passed the test.
- 23.10.11 If both the drug screening and confirmatory test results are positive, the unit member has failed the test.
- 23.10.12 The District will notify the unit member of the results of any test that is positive for any substance included in the test procedure.
- 23.10.13 In the case of a positive test result, the District shall provide the employee with an opportunity to explain the presence of the identified substance.
- 23.10.14 In the case of a positive body fluid test result, the employee shall have the right to request that his/her test specimen be retested at the unit member's expense, provided that the request for a retest is made within five (5) days after the unit member was notified of the positive test result. The specimen may be retested at any laboratory enumerated in this Article which is authorized to conduct drug testing.
- 23.10.15 Positive body fluid test specimens and records of positive test results shall be retained by the testing laboratory for at least one (1) year.



23.10.16 The results of any test for drugs or alcohol shall be confidential and shall be given only to the District and to the unit member. The District shall not reveal the results to anyone in the District who does not have a legitimate interest in the information. The results cannot be revealed to any other party without the concurrence of the unit member and the District.

23.11 Consequences of a Positive Test Result:

23.11.1 Any unit member who fails his/her drug or alcohol test shall be subject to immediate disciplinary action up to and including dismissal; except that any permanent unit member who tests positive and who, based on his/her work assignment, does not pose a threat to the health, safety or welfare of District students, personnel, or the public, and who requests placement in an employee assistance program, shall not be subject to disciplinary action as a result of a positive test. The District may require the unit member to be tested again thirty (30) and sixty (60) days following the positive test. After the initial positive test, if the unit member who tested positive tests positive again within two (2) years from the initial positive test, he/she shall be subject to immediate disciplinary action, up to and including dismissal.

23.11.2 Any unit member who fails his/her drug or alcohol test shall be immediately suspended from his/her duties, or reassigned away from his/her normal duties for a maximum thirty (30) days from the date of the positive test, at the District's discretion.

23.11.3 The District, at its discretion, in lieu of immediate disciplinary action, may do any of the following:

- a. Require the unit member to agree to periodic drug and alcohol screening during the following nine (9) months;
- b. Require the unit member to participate in a "drug or an alcohol rehabilitation program," on such terms and conditions as the District may require; or,
- c. Place the unit member on a leave of absence, with or without pay, in accordance with District leave provisions.
- d. Factors which shall be considered by the District in determining the appropriateness of action other than disciplinary action shall include:
  1. The welfare and needs of the pupils of the District;
  2. The unit member's employment history;
  3. The availability of substitute employees;
  4. The seriousness of the drug or alcohol problem;
  5. The willingness of the unit member to participate in a drug or alcohol rehabilitation program; and,
  6. The unit member's agreement to submit to further drug or alcohol testing.

23.11.4 The goal is to rehabilitate the unit member. However, if the unit member fails a subsequent drug or alcohol test or fails to successfully complete a rehabilitation program or any other term or condition required of the unit member, the unit member will be subject to disciplinary action up to and including dismissal.

23.11.5 Before any unit member who tested positive can return to duty, the unit member must be retested for drugs or alcohol and the test result must be negative.

23.12 Use of Prescription and/or Over-the-Counter Drugs:


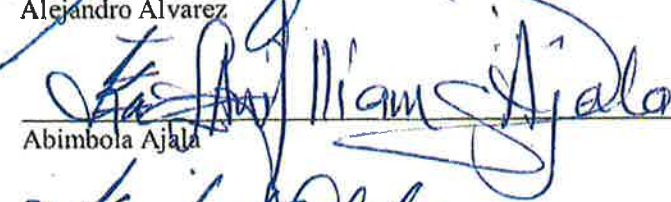





23.12.1 The use of prescribed or over-the-counter drugs is not prohibited by this Article, if all of the following are met:

- a. The drug has been legally obtained and is being used for the purpose for which it was prescribed or manufactured;
- b. The drug is being used at the dosage prescribed or authorized; and,
- c. The use of the drug is not inconsistent with the safe and efficient performance of the unit member's duties.

**RATIFICATION**

**RATIFICATION**

This Agreement was ratified by the Union and by the Board of Trustees of the District.

 Alejandro Alvarez	5-4-18 Date
 Abimbola Ajala	5/4/18 Date
 Kanika White	5-4-18 Date
 Steven Liddell	4-20-2018 Date
 Francesca Andrews	4-20-2018 Date
 DeJuan Hodges	4-20-2018 Date
 Michael Dueñas	5/4/2018 Date

