AGREEMENT

between

ARCOHE UNION SCHOOL DISTRICT

and

ARCOHE UNION SCHOOL DISTRICT CLASSIFIED EMPLOYEES

July 1, 2023 – June 30, 2026

TABLE OF CONTENTS

PREA	AMBLE	iii
ARTI	ICLE I – RECOGNITION	4
ARTI	ICLE II – EMPLOYEE EVALUATION	4
ARTI	ICLE III – HOURS AND OVERTIME	4
A.	Full-Time Employees	4
B.	Part-Time Employees	4
C.	Overtime	4
ARTI	ICLE IV – WAGES SCHEDULE	5
ARTI	ICLE V – HOLIDAYS	5
ARTI	ICLE VI – VACATIONS	6
A.	Eligibility	6
B.	Accrual	6
C.	Vacation Pay.	6
D.	Change of Scheduled Vacation Because of Illness	6
E.	Holidays During Vacation.	6
F.	Scheduling of Vacations.	6
G.	Use of Vacation	7
H.	Interruption of Vacation	7
I.	Payoff on Termination.	7
ARTI	ICLE VII – LEAVES	7
A.	Sick Leave	7
B.	Sick Leave To Attend To Ill Child, Parent, or Spouse Of The Employee (Labor Code §233)	8
C.	Personal Necessity Leave	9
D.	Leaves Of Absence.	9
ARTI	ICLE VIII – GRIEVANCE	10
ARTI	ICLE IX – EMPLOYEE BENEFITS	11
A.	Health and Welfare Benefits	11
B.	Health Benefits for Retired Employees.	11
ARTI	ICLE X – WAIVER CLAUSE	12

ARTI	CLE XI – SAVINGS CLAUSE			
ARTI	CLE XII – DISCIPLINE AND DISCHARGE	12		
ARTI	CLE XIII – MEDICAL EXAMINATIONS	13		
ARTI	CLE XIV – EMPLOYEE TRAINING			
ARTICLE XV – REPRESENTATION				
ARTICLE XVI – STRIKES AND LOCKOUTS				
ARTI	CLE XVII – RESERVATION OF RIGHTS	13		
ARTI	CLE XVIII – CONTRACTED SERVICES	13		
ARTI	CLE XIX – DURATION	14		
ARTI	CLE XX – SENIORITY	14		
A.	Field Trips	14		
B.	New Bus Routes	15		
C.	New Buses.	15		
ARTI	CLE XXI – TRANSFER/PROMOTION	15		
A.	Definitions	15		
1.	Transfer	15		
2.	Promotions	15		
B.	Posting	15		
C.	Applications	15		
D.	Process	15		
E.	Criteria	16		
F.	Denial of Transfer/Promotion	16		
G.	Involuntary Transfer	16		
ARTI	CLE XXII – JOB DESCRIPTIONS	16		
ARTICLE XXIII – ANNUAL STATEMENT OF ACCRUED LEAVE				

PREAMBLE

This Agreement is made and entered into this 6th day in June, 2023 by and between Arcohe Union School District, hereinafter referred to as District, and Arcohe Union School District Classified Employees, hereinafter referred to as Employees.

The purpose of the Agreement is to promote improvement of personnel management, work environment and the employer-employee relations, as well as establish rates of pay and other terms and conditions of employment.

The Employees acknowledge that Arcohe Union School District cannot engage in deficit spending to meet increases in expenses such as salary improvements, health and welfare benefits, and other ongoing operating costs. The Employees support the District's commitment to remain fiscally sound and its commitment to improve technology, facilities, and student achievement needs. The Employee representatives also commit to further educate their members regarding the District's financial status and expenditures.

ARTICLE I – RECOGNITION

The District hereby acknowledges that the classified employees include all classified employees except those that are lawfully certificated, management, confidential, supervisory. The District retains the right to determine those employees who are certificated, management, confidential, and/or supervisory.

ARTICLE II – EMPLOYEE EVALUATION

Employees shall be evaluated as often as deemed necessary by their immediate supervisor or higher authority and at least every other school year.

The evaluation shall be in writing on a form prescribed for that purpose and will be discussed with the employee prior to being placed in the employee's file. If the employee disagrees with any aspect of the evaluation, he/she may prepare comments in writing to be attached to the evaluation. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing these recommendations.

ARTICLE III - HOURS AND OVERTIME

A. Full-Time Employees

All full-time employees work an eight-hour day, forty hours per week (not guaranteed). These employees shall have a minimum of a thirty-minute daily lunch period and a fifteen-minute rest period in the morning and afternoon. Employees shall work hours assigned.

B. Part-Time Employees

All part-time personnel are employed for a fractional part of an eight-hour day (not guaranteed). All part-time employees will have a fifteen-minute rest period for each four hours worked or major fraction thereof. Employees shall work hours assigned.

C. Overtime

The District shall pay overtime at a rate of one and one-half times the regular rate of pay for any time required to be worked in excess of eight hours in any one day and in excess of forty hours in any calendar week. When an employee is required by the District to work on any holiday which is designated by this Agreement as a paid holiday for that employee, the employee shall be paid or given compensatory time off for such work (as determined by the District), in addition to the regular pay received for the holiday, at the rate of one and one-half times the employee's regular rate of pay. For employees assigned to work four days per week, ten hours per day, the overtime rate shall be paid for all hours worked in excess of ten hours in any one work day. No overtime shall be performed without prior written authorization from the employee's supervisor or the District's Superintendent. There shall be no pyramiding of overtime.

When an employee is required to report on an emergency "call back" assignment during a non-scheduled work period, the employee shall be paid for a minimum of two hours at the appropriate overtime rate or at a minimum of one and one-half times his/her regular rate.

D. Stand-by time

In the event a bus driver is waiting for a field trip to depart or arrives from a field trip with thirty (30) minutes or less between the scheduled beginning or ending of a shift, the driver will receive stand-by time until the next portion of the shift. (Example: field trip arrives back at school at 1:30 and the driver is scheduled to begin the next shift at 2PM, the driver will be eligible for an additional 30 minutes of stand-by time provided they do not leave campus)

E. Site Time

Employees are expected to arrive on time for their scheduled shift and be ready to perform duties immediately. Repeated violations can lead to disciplinary action including, but not limited to, an informal or formal meeting, reduction of contract time or termination.

ARTICLE IV – WAGES SCHEDULE

A. The Wages Schedule for 2023-2024 can be found in Appendix A

B. Longevity:

8 years – \$600 per year 11 years – \$700 per year 16 years – \$800 per year 20 years – \$1000 per year

Longevity stipends shall be earned for years of consecutive service. They shall be accrued on the employee's anniversary date and shall be paid in the following June pay warrant. (For example: If an employee's anniversary date is December 15 and he/she completes eight consecutive years of service, the longevity stipend will be paid the following June.) Legally stipulated, allowable breaks in service such as layoffs and specified, protected leaves will be honored as service without a break. If an employee earns a longevity stipend and leaves the district after their anniversary date, but before it is paid in June, their stipend will be paid as part of their final warrant.

ARTICLE V - HOLIDAYS

A. Full-time year-round eligible employees shall receive the following holidays without deduction in pay:

July 4 (12-month employees) Labor Day Veteran's Day Day before Thanksgiving Thanksgiving Day Day after Thanksgiving Christmas Day New Year's Day Martin Luther King Day Lincoln's Birthday Washington's Birthday Memorial Day Juneteenth

- B. Eligible employees, as used in this Article, shall be defined as:
 - 1. Employees who work their scheduled work day before and their scheduled work day immediately following the holiday.
 - 2. Employees who are on a paid status during any portion of the work day immediately preceding and immediately after the holiday.

ARTICLE VI - VACATIONS

A. Eligibility

All Tier I employees shall earn paid vacation time under this Article. Vacation benefits are earned on a school year (July 1 - June 30) basis.

B. Accrual

Vacation time shall be earned and accumulated in accordance with the following schedule:

Tier I employees: (Hire date prior to July 1, 2019)

1 year – 4 years	5/6 th day per month
5 years – 9 years	1¼ days per month
10 years and above	1-2/3 days per month

Tier II employees: (Hire date after July 1, 2019) – No vacation pay will be offered for 10-month employees.

A day is defined as the average number of hours worked per day on a weekly basis. A month worked is defined as one-half or more of the work days in a calendar month actually worked or in paid status.

C. Vacation Pay

Pay for vacation days for all employees shall be the same as that which the employee would have received had he/she been in a working status, excluding overtime.

D. Change of Scheduled Vacation Because of Illness

If an employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District may grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time.

E. Holidays During Vacation

When a holiday falls during the scheduled vacation of any bargaining unit employee, such holiday shall not be charged against the employee's accumulated vacation.

F. Scheduling of Vacations

Scheduling of vacations shall be as follows:

- 1. Requests for vacation time must be approved by the employee's immediate supervisor at least six weeks in advance of the commencement of the vacation. The Superintendent will develop a calendar in which certain times of year are blacked out for vacation use for 10-month employees.
- 2. Requests for emergency vacation time may be approved without complying with the six weeks' notice.
- 3. If there is any conflict between employees who are working on the same or similar operations as to when vacation shall be taken, the immediate supervisor or Superintendent shall resolve the conflict.
- 4. All requests for vacation are subject to the final approval of the Superintendent.
- G. Use of Vacation
 - 1. Earned vacation shall be taken by the employee within the year earned and shall not be carried over from year to year.
 - 2. Ten-month employees may only use three days of vacation during the year and will receive a lump sum payment for the remaining earned vacation with the last pay warrant of the school year.
 - 3. If any employee is prevented by the District from scheduling vacation which has been earned during the school year, he/she may carry over not more than one year's earned vacation to the next school year, with approval of the Superintendent. Application to carry over vacation for this reason must be submitted to the Superintendent no later than June 1 of the school year in which the vacation is earned. A school year is July 1 through June 30.
 - 4. The District may schedule vacation for any employee who has carried over vacation and has not scheduled vacation by January 1 of the second year.
 - 5. In no event shall any employee carry over more than one year's accrued vacation.
 - 6. Ten (10) month employees wishing to use vacation time during the school year will be required to earn one (1) adjunct duty point during the school year the vacation is used.
- H. Interruption of Vacation

An employee shall be permitted to interrupt or terminate vacation in order to begin sick leave requiring services of a doctor or bereavement leave without return to duty status, provided the employee notifies and submits supporting information acceptable to the District substantiating such interruption or termination.

I. Payoff on Termination

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

ARTICLE VII – LEAVES

A. Sick Leave

All full-time (10 month) employees working five days per week shall be entitled to ten days leave of absence for illness, injury, or quarantine with full pay for the full school term. Sick leave shall accumulate without limitation and is transferable to succeeding school districts as the Education Code requires. If an employee is sick for three or more days, a doctor's note may be required for documentation. If an employee uses a sick day during a staff development day, the employee may be asked to provide a doctor's note for documentation.

All employees referred to in the above paragraph shall be entitled to one additional day of sick leave for every month of the service beyond ten months (e.g., eleven- and twelve-month employees).

All part-time employees working five days or less per week shall accumulate sick leave on a prorated basis as outlined in the Education Code.

B. Sick Leave to Attend to Ill Child, Parent, or Spouse of The Employee (Labor Code §233)

In any calendar year, an employee may use his/her accrued and available sick leave, up to an amount that would be accrued during six months' employment at the employee's then-current rate of entitlement, to attend to an illness of a child, parent, or spouse of the employee. All conditions and restrictions applicable to the use by an employee of sick leave shall apply to the use by the employee of sick leave to attend to an illness of his/her child, parent, or spouse.

The entitlement described herein does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. §2606, et seq.), regardless of whether the employee receives sick leave compensation during that leave.

As used in this section B:

- 1. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.
- 2. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
- 3. "Sick leave" means accrued increments of compensated leave provided by the District to an employee as a benefit of the employment for use by the employee during an absence from the employment for any of the following reasons:
 - a. The employee is physically or mentally unable to perform his/her duties due to illness, injury, or a medical condition of the employee.

- b. The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the employee.
- c. The absence is for other medical reasons of the employee, such as pregnancy or obtaining a physical examination.

"Sick leave" does not include any benefit provided under an employee welfare benefit plan subject to the federal Employee Retirement Income Security Act of 1974 (Public Law 93-406, as amended) and does not include any insurance benefit, workers' compensation benefit, unemployment compensation disability benefit, or benefit not payable from the District's general assets.

[The provisions of this section B, above, are added solely to implement the requirements of Labor Code \$233 and shall remain in effect only as long as the law requires such additional use of sick leave.]

C. Personal Necessity Leave

Up to seven (7) days a year of sick leave may be used for personal necessity.

Personal necessity is defined as:

- 1. Death of a member of the employee's immediate family when the number of days exceeds the limits set by bereavement leave provisions.
- 2. Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.
- 3. A serious illness of a member of the employee's immediate family
- 4. Paternity
- 5. An employee's appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or other order.
- 6. Fire, flood or other immediate danger to the home of the employee.
- 7. Personal business of a serious nature which the employee cannot disregard or deal with during nor work hours.

Up to two (2) days of personal necessity leave per year may be used as "no tell" days. Employees are not required to designate which of the above reasons are being used. The superintendent or designee shall have final discretion as to whether a request reflects personal necessity. The employee must state that it is one of the above approved reasons.

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, no such leave shall be granted for the purpose of personal convenience, for extension of a holiday or vacation, or for matters which can be handled on a non-school day. Employees may not be allowed to use a personal necessity day on Staff Development days.

D. Leaves of Absence

Leaves of absence shall be granted to employees in accordance with California state law, as contained in the Education Code. If any revision of the Education Code affects leave benefits for classified employees, the District and the employees agree to meet and confer on the effects within thirty days.

ARTICLE VIII – GRIEVANCE

As used in this Agreement, a grievance is an allegation by an employee that he/she has been adversely affected by a violation of a specific provision or provisions of this Agreement.

The time limitations set forth below are considered to be of utmost importance by the parties hereto. Therefore, failure of the charging party to adhere to the time limitations herein shall result in an automatic waiver of his/her rights to grieve that particular matter.

Grievances of the employees shall be handled in the following manner:

<u>Solution of Potential Grievance</u>: Prior to utilization of the grievance procedure, the employee must discuss any problem in an informal conference with his/her immediate supervisor and/or responsible administrator. This shall be arranged by the Supervisor or responsible administrator at a mutually convenient time. Other persons may be present at the request of the employee.

- A. <u>Step 1</u>: The employee shall submit in writing his/her grievance to the Superintendent within five working days after the employee knows or reasonably should have known of the occurrence which gives rise to the grievance. In order to be considered, the grievance shall include the following:
 - 1. Grievant(s) name and work location.
 - 2. Grievant(s) work function.
 - 3. The date the grievance is delivered to the Superintendent.
 - 4. The provision(s) of the Agreement alleged to have been violated.
 - 5. The circumstances of the grievance (a concise statement of the facts constituting the alleged violation with dates, names and places as appropriate).
 - 6. The remedy sought by the grievant(s).
 - 7. The name of the representative, if any, chosen by the grievant(s).
 - 8. The signature(s) of the grievant(s).

The Superintendent shall have five working days in which to attempt to resolve the problem. If the problem is not resolved, the employee may then proceed to Step 2. The Superintendent shall inform the employee of his/her decision in writing.

B. <u>Step 2</u>: The employee may request in writing within five working days after receiving the Superintendent's decision that the Superintendent arrange for a meeting with the Board of Trustees of Arcohe Union School District for final determination.

It is expected that grievance procedures set forth above shall take place during mutually agreeable times. During the course of the grievance procedure, work shall be continued as per assignments. At no step of the grievance procedure may this Agreement be changed, modified, or otherwise amended.

ARTICLE IX -- SALARY

A. 2023-2024 Salary

The 2023-2024 salary schedule will reflect an increase to all salary cells by 5% or \$1/hour, whichever is greater. Classified staff move one step to the right on the salary range for every year of service in that job classification. Staff will be initially placed on the salary range by the Superintendent upon hire or change in job classification.

Salary schedules to become effective August 1, 2023, or the first of the month following final board ratification of this agreement – whichever is later.

B. <u>2024-2025 Salary</u>

The 2024-2025 salary schedule will reflect an increase to all salary cells by 1% and add an additional step to the end of the salary schedule (to make 8)

C. <u>2025-2026 Salary</u>

The 2025-2026 salary schedule will reflect an increase to all salary cells by 1% and add an additional step to the end of the salary schedule (to make 9)

D. <u>2022-2023 One-Time Payment</u>

The district agrees to pay each classified employee 2% of their 2022-2023 base salary (prorated based on contracted days) the pay period following ratification of the contract.

ARTICLE X – EMPLOYEE BENEFITS

- A. Health and Welfare Benefits
 - 1. Employees may participate in the following program

Kaiser Permanente Western Health Advantage Sutter Health Systems

2. The District will pay the following maximum monthly contribution "Cap" towards the cost of health, dental, and vision insurance: \$950 per month

If and when the monthly cost exceeds this "Cap", the difference shall be automatically deducted monthly from the employees' paychecks.

3. An eligible employee, as used in this Article, shall mean an employee who has been in the employ of the District for thirty days and who is scheduled to work eight hours per day on a regular normal basis.

Employees working less than eight hours per day, but at least four hours per day shall have the above-mentioned benefits pro-rated based on the average number of hours they worked per day during the previous calendar month. Example: if an employee works an average of six hours per day in the previous calendar month, the District shall pay three-quarters of the cost of the above benefits.

Employees working less than four hours per day shall not be entitled to any benefits.

- B. Health Benefits for Retired Employees
 - 1. The District shall pay up to the maximum monthly District contribution described in Article IX Paragraph A, above (for employee only or employee and spouse, whichever is applicable) for the medical insurance premium for classified employees who were employed by the District prior to July 1, 1991 and who have retired on or after December 1, 1983, after reaching the permissive state retirement age, provided the employee has served ten consecutive years as a regular employee of the District immediately prior to retirement. A Board-approved year's leave shall constitute a year of service for the purpose of eligibility for this benefit. After the employee's death, this medical benefit shall continue to be available to an eligible surviving spouse, if the spouse opts to pay the full premium for said benefit.

The above language states the original intent of the parties on the described benefit and does not constitute a change in the benefit provided to retirees under the Agreement.

- 2. It is understood by the parties that those retirees electing to take advantage of the benefit provided in No. 1, above, must pay the premium for the dental and the vision portion of the package themselves and will have the option of paying the total premium for said benefit.
- 3. It is understood by the parties that it will be the retiree's responsibility to make application for enrollment for the benefits described in No. 1 above.
- 4. No retiree benefits under this Article shall be available to persons hired by the District after July 1, 1991.
- 5. Employees eligible under the above provisions are required to be in possession of Health Benefits for a minimum of one year (12 months) prior to retirement.

ARTICLE XI – WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the District and Employees, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XII – SAVINGS CLAUSE

If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

ARTICLE XIII – DISCIPLINE AND DISCHARGE

The District shall have the right to discipline or discharge any employee for causes listed in Board Policy and Administrative Regulations section 4218 or law. The procedures for all disciplinary action shall be in accordance with AR 4218 and law.

ARTICLE XIV - MEDICAL EXAMINATIONS

The District shall cover the expenses of a mandatory medical examination providing the employee goes to the physician the District provides. The Superintendent shall have the power to order an employee to undergo a mandatory medical examination. The District shall reimburse employees for any out-of-pocket costs for mandatory tuberculosis tests, provided that the employee makes every effort to submit the cost of such test to his/her medical insurance and the medical insurance denies the claim. To obtain reimbursement from the District, the employee must submit evidence that a claim has been submitted to insurance and has been denied.

ARTICLE XV - EMPLOYEE TRAINING

Mandatory bus driver training shall be funded by the District to a maximum of ten hours per year. Other employee training shall be at the discretion of the District. All compensation shall be at the regular rate of pay.

ARTICLE XV1 – REPRESENTATIVE

The employees may have a representative who shall make himself/herself known to the District. There shall be no discrimination against the representative because of such activities, as long as they do not interfere with the normal function of the school or district.

ARTICLE XVI1 – STRIKES AND LOCKOUTS

There shall be no strikes, slowdowns, picketing, or stoppages of work by the employees and there shall be no lockouts by the District during the term of this Agreement and during the time period during which a successor Agreement is being discussed. Employees violating this section, unless permitted by law, shall be subject to disciplinary action, including discharge.

ARTICLE XVII1 - RESERVATION OF RIGHTS

It is understood and agreed that the District has all rights, powers, privileges, functions, and authority to discharge its obligation. Any of the rights, powers, privileges, functions, or authority which the District had prior to the execution of this Agreement are retained except as to those rights, powers, privileges, functions, and authority which are specifically abridged or modified by this Agreement arrived at by the process of meet and confer. The rights retained by the District by virtue of this section shall not be subject to the grievance procedure and/or arbitration.

ARTICLE X1X – CONTRACTED SERVICES

The District shall have the unilateral right to contract out for any services providing that no such contract results in the layoff of a classified employee. If the District proposes to contract out for any service which will result in layoff of employees, it is agreed that the District shall notify the Employees and shall meet and confer over such proposal if the Employees submits a request to do so.

ARTICLE XX – DURATION

Term of agreement and Negotiating Procedure

A. Duration of Agreement

This Agreement shall be in effect from July 1, 2023 – June 30, 2026 and from year-to-year thereafter, unless written notice of desire to amend or terminate this Agreement is served by either party upon the other at least sixty days prior to June 30, 2026 or any subsequent year. In the second, and third years of the agreement, each party may reopen the meet and confer process on wages, health and welfare benefits, plus two additional articles.

B. Submission of Proposals

Unless the Superintendent and representative(s) of the Employees agree otherwise, not earlier than February 1 and not later than the regularly scheduled monthly meeting of the Board of Trustees of the District in March of the calendar year in which the Agreement expires, the Employees and the District shall submit their initial proposal for a successor Agreement to each other. If no proposals are submitted by the Employees or by the District in accordance with this paragraph, and no written notice of desire to amend or terminate this Agreement is served pursuant to Article XXIII at least sixty days prior to the expiration of the agreement, this Agreement shall be considered renewed for one additional year. Initial proposals on re-opener provisions in the second, third and fourth year of the term of the Agreement shall be exchanged at least by the preceding May.

C. Commencement of Negotiations

The parties shall meet and confer in good faith on a successor Agreement no later than five days after the first regularly scheduled meeting of the Board in April of the calendar year in which this Agreement expires. Meetings on re-opener provisions during the term of the Agreement shall commence as soon as practicable after compliance with the public notice provisions of the law.

ARTICLE XXI - SENIORITY

A. Field Trips

Bus driving assignments for field trips shall be assigned on a rotational basis. Exceptions to the rotational basis for assignment may be made by the Director of Maintenance/Transportation and Operations for the needs and best interests of the District. No bus driver may be assigned a field trip for which he/she is not fully qualified.

A rotation list shall be established on the basis of seniority (most senior first). Seniority shall be based upon hire date. After a driver is offered a trip, his/her name will go to the bottom of the list, regardless of whether he/she accepts the trip. Drivers have the right to refuse any field trip, except that if all drivers refuse a specific trip, the Director of Maintenance/Transportation and Operations may assign the trip to an employee.

B. New Bus Routes

Bus drivers will, by seniority, be given the option of taking or refusing new bus routes, excluding special education bus routes.

C. New Buses

Bus drivers will, by seniority, be given the option of taking or refusing assignment to a new bus, provided that the driver meets the check-out requirements for that new bus. Any additional training necessary for a bus driver to meet the check-out requirements shall be the responsibility of the driver. If no driver accepts a new bus, it will be assigned to a driver or route.

ARTICLE XXII - TRANSFER/PROMOTION

A. Definitions

1. Transfer

A transfer is a move from a position in a classification to another position in the same or equivalent classification. An equivalent classification is one paid at the same pay rate. A voluntary transfer is a

transfer made at the employee's request. An involuntary transfer is a transfer made by the Superintendent based on the District needs and the best interests of the program.

2. Promotions

A promotion is a move from a position in a lower paid classification to a position in a higher paid classification in the classified service.

B. Posting

Vacancies shall be posted at the District Office and at least one other location at the school site for at least five working days.

C. Applications

Classified employees may apply for a transfer/promotion to a vacant position by filing a written notice with the District Office prior to the deadline for applications. Applicants may accompany their notice with an application form, resume, and/or other information about their qualifications for the position. If no additional information is filed, the District will consider only information in the employee's personnel file.

D. Process

The District may fill the vacancy from qualified in-house applicants or may advertise for outside applicants before reviewing qualifications. If the District holds interviews for the position, all qualified applicants shall be interviewed, as determined by the District. The District shall hire the best qualified applicant (in-house or outside) for the position.

E. Criteria

The District shall consider the following criteria in filling vacancies, in the order set forth.

- 1. Operational and educational needs of the District.
- 2. Qualifications and training of the applicant. The District may consider recent training.
- 3. The two most recent evaluations of the applicant (if an in-house applicant).
- 4. Employee preference (if an in-house applicant).
- 5. If all of the above criteria are equal, when there are two or more in-house applicants, the District shall consider seniority.
- F. Denial of Transfer/Promotion

If an employee's application for transfer/promotion is denied, on written request from the employee, the Superintendent shall provide the employee with the reasons for the denial in writing.

G. Involuntary Transfer

When the Superintendent determines that an involuntary transfer is necessary or appropriate, he/she shall give the employee notice at least five work days prior to the transfer and, if the employee requests, provide the employee with a statement of reasons for the transfer.

ARTICLE XXIII – JOB DESCRIPTIONS

- A. Each employee shall be provided a copy of his/her job description. Employees may make suggestions for specific revisions of job descriptions to the Superintendent.
- B. The District agrees to review job descriptions on a regular basis.

ARTICLE XXIV – ANNUAL STATEMENT OF ACCRUED LEAVE

The District shall provide a written statement of accrued sick leave time and accrued vacation time to each bargaining unit member annually after July 1.

ARCOHE UNION SCHOOL DISTRICT

ARCOHE SCHOOL CLASSIFIED EMPLOYEES

By:		By:	
•	Superintendent	-	Employee Representative
Date:		Date:	

ATTACHMENT A