



MOT Association Master Agreement

July 1, 2020 – June 30, 2023

Columbia Union School District
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Columbia MOT Association Master Agreement

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MOT ASSOCIATION MASTER AGREEMENT

Article 1

Agreement

THIS AGREEMENT is made and entered into this 1st day of July, 2020, by and between the COLUMBIA UNION SCHOOL DISTRICT GOVERNING BOARD (hereinafter referred to as "District"), and the COLUMBIA UNION M.O.T. (hereinafter referred to as the "MOT Association").

Article 2

Recognition

The District hereby recognizes the COLUMBIA UNION M.O.T. Association as the exclusive representative for all bargaining unit employees. Any modifications which may result in expansion of the bargaining unit must be resolved through the processes of the Public Employment Relations Board (PERB).

Article 3

Nondiscrimination

The Board Members shall not discriminate against any employee of the bargaining unit on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership or nonmembership in the Association, or participation by any employee of the bargaining unit in the activities of the Association.

Article 4

Maintenance of Fringe Benefits

Section 1: Any negotiated and agreed upon fringe benefits shall be incorporated into and shall remain in full force and effect during the life of this Agreement and shall be attached as Appendix "B" and made a part thereof.

Section 2: Any mandated and statutory guarantees of, or improvements in, classified employees' fringe benefits by either California or Federal law shall be incorporated into this Agreement.

Article 5

Salaries

Classified employees who work less than 12 months per year will have the option of receiving their annual salary in 12 monthly paychecks. This option can be exercised only in September of each year. Deadline for any requests for changes will be September 1st of each year.

The salaries as to the employees covered under this Agreement are set forth in Appendix "A," and are made a part of this Agreement.

Article 6

Deferred Compensation Matching Program (457 Investment) Deferred Compensation Matching Program

Section 1: Deferred Compensation Matching Program (457 Investment)

- 1.1 The District shall offer a Deferred Compensation Matching Program when the Governing Board determines that funds are available for such purposes.
- 1.2 Unit members who elect to participate must contribute, at a minimum, at the District provided amount.
- 1.3 Participation by the unit member is strictly voluntary.
- 1.4 "Year of Service": The unit member must be in a paid status for at least seventy-five percent (75%) of the number of instructional days to receive the district contribution.
- 1.5 District and unit member contributions must be made within an employee earning period. Certificated earning periods are September through June of each school year.
- 1.6 Unit Member and District Obligations and Responsibilities
 - 1.6.1 Unit members must be a participant in a 457 investment account and contribute at least the matching amount provided by the District for each year District contributions are made through this program.
 - 1.6.2 The District takes no responsibility nor has any obligation as to the choice of the unit member's investment option.

1.6.3 The District is not responsible for the loss of any income that may arise from the unit member's investment selection.

1.7 District's Contribution

1.7.1 District contribution amounts shall be based solely on the District's ability to provide contributions through this program, and shall be made solely at the discretion of the Governing Board.

1.7.2 When a District contribution can be made, that amount shall be determined no later than June 30th for the following school year.

Article 7

Vacations

Section 1: Twelve month classified employees shall be entitled to one (1) day of paid vacation per month, or twelve (12) days of paid vacation per year.

Section 2: Following the fifth year of employment, twelve month classified employees shall be entitled to fifteen (15) days of paid vacation per year. Following the 10th year, twelve month classified employees shall be entitled to eighteen (18) days of paid vacation.

Section 3: The number of days of paid vacation set forth in Sections 1 and 2, above, shall be prorated for part-time employees, based upon the number of months and the number of hours per day the employee is assigned.

Section 4: Classified employees are entitled to one floating holiday each year which may be used by obtaining prior approval in accordance with district procedures. This holiday must be used each year prior to June 30th.

Article 8

Verification of Illness

A statement from a qualified physician verifying the reason from absence due to illness or injury may be required after the 3rd day of absence.

In certain circumstances, a medical release from a qualified physician may be required by the District prior to return to work.

Article 9 Leaves

Section 1: Continued Absence After Available Sick Leave is Exhausted, Extension of Leave, Reemployment Preference

Section 1(a): A classified employee who has exhausted all paid leaves, including sick leave, and continues to be absent from duties for a period of five months or less, shall for the remainder of the five-month period of absence receive his/her salary minus the actual amount paid a substitute to fill the employee's position during absence. The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.

Section 1(b): A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or any other available paid leave and who continues to be absent from his/her duties may be granted additional leave, paid or unpaid, for a period of six months, at the discretion of the Board. The employee shall be notified, in writing, that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave. The Board may renew the leave of absence, paid or unpaid, for two additional six-month periods or lesser leave periods that it may provide, but the total additional leave granted shall not exceed 18 months.

Section 1(c): An employee, upon ability to resume the duties of a position within the class to which he or she was assigned, may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break in service. The employee shall be restored to a position within the class to which the employee was assigned and, if at all possible, to his or her position with all the rights, benefits and burdens of a permanent employee.

Section 1(d): If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his or her position; the employee shall be placed on a reemployment list for a period of 39 months. If at any time during the prescribed 39 months, the employee is able to assume the duties of his or her position, the employee shall be reemployed in the first vacancy in the classification of his or her previous assignment. The employee's reemployment will take preference over all other applicants except for those laid off for lack of work or funds under Section 45298 of the Education Code in which case the employee shall be ranked according to his or her proper seniority. Upon resumption of his or her duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee.

Section 1(e): An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed from employment, and shall no longer be a District employee or otherwise have rights to employment with the District.

Section 2: Jury Duty

Section 2(a) Any employee who serves on Jury Duty shall be paid their daily rate of pay by the District. Upon notification of jury duty, it is the obligation of the employee to

immediately inform his/her supervisor. The employee shall reimburse the District for any monetary compensation he/she receives for participating in jury service, not including mileage compensation. When the employee is excused from jury duty for a half-day or more, he/she must notify the Superintendent's office immediately for a suitable assignment. The employee is required to provide the District with proof of jury service upon returning to work.

Section 3: Military Leave

Section 3(a): An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

Section 4: General Leaves

Section 4(a): When no other leaves are available, a leave of absence may be granted to any employee on a paid or unpaid basis at any time, at the discretion of the Board, upon any terms acceptable to the District and the employee.

Section 5: Retraining and Study Leave

Section 5(a): A leave of absence of up to one year for study/retraining may be granted to any member of the bargaining unit.

Section 5(b): Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.

Section 5(c): Study leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding granting of the leave.

Section 5(d): No more than one study leave of absence shall be granted in each three (3) year period.

Section 5(e): The District may prescribe standards of service which shall entitle the employee to the leave of absence.

Section 5(f): Any leave of absence granted under this policy shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall employee earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement.

Section 5(g): Every employee granted a leave of absence for these purposes may be required to perform such services during the leave as the Board and employee may agree in writing.

Section 5(h): The employee shall receive such compensation during the leave as the Board and employee agree upon in writing, which shall be not less than the difference between the employee's salary and the salary of a substitute employee. In lieu of such a difference, the Board may pay one-half of the salary of the employee or any additional amount up to and including the full salary of the employee.

Section 6: Personal Necessity Leave

Section 6(a): Any days of absence for illness or injury earned pursuant to this Agreement may be used by the probationary or permanent employee, at their election, in cases of personal necessity.

Personal necessity leave shall be limited to circumstances that significantly affect the member's personal life and that the unit member cannot be reasonably expected to disregard and that necessitates immediate attention that cannot be reasonably taken care of outside of working hours. Personal necessity includes the following:

- (a) Death of a member of the employee's immediate family when additional leave is required beyond that provided for bereavement in this agreement.
- (b) Accident, involving the employee's person or property, or the person or property of a member of their immediate family.
- (c) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
- (d) Such other reasons which may be prescribed by the governing board and approved by the Superintendent.
- (e) An emergency of such a nature as to require the immediate presence of the employee.

Section 6(b): The District may require the employee to provide proof of personal necessity. No earned leave in excess of seven days may be used in any school year for the purposes enumerated in this section.

Section 6(c): Immediate family has the same meaning as provided in the bereavement section of this Agreement. (Section 9)

Section 6(d): The employee shall notify their principal at least 12 hours in advance of taking such leave unless the situation makes such notification impossible. If the requested leave is of a personally sensitive nature, the unit member shall state "extremely personal" on the Request for Leave form. Only

two (2) days of a unit member's Personal Necessity Leave may be used for such leave each year. By so stating the unit member guarantees the "extremely personal" reason meets the criteria for Personal Necessity Leave as defined above.

Section 7: Industrial Accident and Illness Leave

Bargaining unit members who have been continuously employed by the District for no less than one full year of service (as appropriate for the classification in which the employee is employed) and who suffer a bona fide work-related accident or illness shall be entitled to a leave of absence subject to the terms of this section. For the purposes of this section, a work-related accident or illness shall be considered bona fide when the District's workers' compensation carrier acknowledges the legitimacy of the employee's claim.

- (a) A unit member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) work days in any one fiscal year for the same accident or illness.
- (b) Industrial accident and illness leave shall not be accumulative from year to year.
- (c) Industrial accident or illness leave will commence on the first day of absence.
- (d) Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wages for the day.
- (e) Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
- (f) When an industrial accident or illness occurs at a time when full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

Section 7(a): For the first 60 working days of disability the industrial accident or illness leave of absence is to be used in lieu of accumulated sick leave acquired under Section 45191 of the Education Code. In the event the employee remains disabled after 60 working days, the employee's sick leave shall then be utilized. If an employee is receiving Workers' Compensation payments, the employee's accumulated paid leaves of absence shall be integrated with Workers' Compensations to provide no more than a full day's pay. Integration of accumulated paid leaves of absence and Workers' Compensation means that only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave will be used which when added to the Workers' Compensation payments will provide for a full day's wage or salary.

Employees shall be eligible for extended sick leave pursuant to Education code section 45196 for a period of no more than five school months, beginning at the conclusion of the 60 working day industrial accident and injury leave, as set forth in Section 1(a), above. In the event that the employee is still receiving workers' compensation during this five month period of time, the employee will receive either the daily workers' compensation benefit or the extended sick leave amount - whichever is greater.

The governing board may provide for as much additional leave of absence, paid or unpaid, as it deems appropriate and during this leave the employee may return to his or her position without suffering any loss of status or benefits. The employee shall be notified, in writing, that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave.

Section 7(b): Periods of leave of absence, paid or unpaid, shall not be considered as a break in service of the employee.

Section 7(c): During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

Section 7(d): When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his or her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period for 39 months. When medically released to return to duty during the 39 month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

Section 7(e): Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.

Section 7(f): Any employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

Section 7(g): The governing board may provide for additional leave of absence, paid or unpaid, as it deems appropriate.

Section 8: Bereavement Leave of Absence

Section 8(a): Every person employed in the classified service of the District shall be granted necessary leave of absence, not to exceed three days, or five days if out-of-state travel or travel of more than 250 miles one way is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the governing board of the District.

Section 8(b): Members of the immediate family, as used in this section, means the mother, father, stepmother, stepfather, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

Section 9: Pregnancy Disability Leave

Classified employees who are disabled due to pregnancy, childbirth or related medical conditions will be granted an unpaid leave of absence during the pendency of disability not to exceed four (4) months. Employees requesting a pregnancy-related disability leave must give the school district reasonable notice of the date the leave will commence and the estimated duration of the leave. In addition, the employee must present written confirmation of the disability from her physician.

Provided the pregnancy-related disability leave does not exceed four (4) months, at the conclusion of the leave the employee will be returned to her same or substantially similar position in accordance with applicable law.

Section 10: Federal/State Family Care/Medical Leave and Parental Leave

Section 10(a): Employees who have completed 12 months of service for the District, and 1250 hours of service during the immediately preceding 12 months, shall have the right to request unpaid leave of absence for up to 12 work weeks within a 12-month period for the purpose of caring for a new baby or a newly adopted child, or a newly-placed foster child for or for a child, spouse, domestic partner, parent, or the employee with a serious health condition, consistent with the California Family Rights Act (CFRA) and federal Family and Medical Leave Act (FMLA).

There is no carry-over of unused leave from one 12-month period to the next 12-month period; federal/state family care leave does not accumulate from year to year.

Section 10(b): Definitions:

"Parent" means a biological, foster or adoptive parent, a step parent, or a legal guardian or other person who stood in loco parentis to the employee when the employee was a child.

"Child" means a biological, adopted, or a foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is either under 18 years of age or is an adult dependent child who is incapable of self-care because of a mental or physical disability.

"Serious health condition" means illness, injury, impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either (1) inpatient care in a hospital, hospice, or residential health care facility; or (2) continuing treatment or supervision by a health-care provider.

Section 10(c): The employee shall provide reasonable advance notice to the District of the need for a family care leave, the reason leave is needed, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the employee must provide at least thirty (30) days written advance notice.

Section 10(d): The District may require the employee to provide certification by a healthcare provider that the employee or the employee's child, spouse, domestic partner, or parent has a qualifying serious health condition.

If the certification relates to the serious health of the employee's child, spouse, domestic partner, or parent, then the healthcare provider's certification shall be accepted by the District as sufficient provided it contains the date on which the serious health condition commenced (if known), the probable duration of the condition, an estimate of the amount of time which the healthcare provider believes the employee needs to care for the child, parent, spouse, or domestic partner, and a statement that the healthcare provider believes the serious health condition of the employee warrants the participation of the employee.

If the certification relates to the serious health condition of the employee and the District has reason to doubt the validity of the certification, then the district may require the employee to obtain the opinion of a second healthcare provider at District expense. If the second opinion is of a third healthcare provider who is mutually agreed upon by the District and the employee, the opinion of the third healthcare provider shall be final and binding on the District and the employee.

Section 10(e): Family care leave is an unpaid leave of absence, with the exception of parental leave, set forth at Section 11(g). During family care leave the employee must be maintained at the same level of health benefits coverage as if he or she were working, not to exceed 12 work weeks in a 12-month period. The employee shall remain responsible for paying the same amount of premium payments during the family care leave as was paid prior to taking such leave.

The District may require employees to use accrued vacation during family care leave. When accrued vacation is exhausted, the balance of the leave is unpaid.

The Employer may deny a request for family care leave if the leave would cause the Employer undue hardship.

Section 10(f): To the extent not specifically covered in this Section, leave under this section shall be governed by the minimum employee and employer rights contained in the FMLA and CFRA.

Section 10(g): An eligible employee (employed for at least 12 months) is entitled to 12 work weeks for parental leave pursuant to CFRA and Education Code section 45196.1. "Parental leave" means leave for the reason of the birth of the employee's child, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. An employee need not have worked 1,250 hours in the immediately preceding 12 months to qualify for parental leave.

An employee may use current and accumulated sick leave during parental leave. If an employee exhausts available and accumulated sick leave and continues to be absent on account of parental leave, the amount deducted from the salary due to the employee for the remaining portion of the 12-work week period shall not exceed the amount that is actually paid a substitute employee employed to fill the employee's position in his or her absence, but in no event shall the employee receive less than 50% of his or her regular salary for the remaining portion of the 12-work week period. Parental leave shall not exceed 12 work weeks within any 12 month period and the remaining terms of the leave shall be consistent with CFRA regulations. Parental leave must be concluded within one year of the birth or placement of the child.

Article 10

Evaluations

Section 1: Employees in the bargaining unit shall be evaluated annually for the first three years of continued employment. Unit members who receive three successive annual evaluations that rate the employee as meeting or exceeding standards may be evaluated at least every other year.

MOT staff who meet all of the following criteria may be evaluated at least every three years. To be placed on this evaluation cycle MOT staff must have:

- a. permanent status in the district.
- b. been employed for at least ten (10) years in the district.
- c. Received an evaluation that rated the employee as meeting or exceeding standards in their most recent evaluation.

If a unit member is to be evaluated prior to the time set forth by the evaluator, notification shall be given as per the regular evaluation notification procedure.

Section 2: All employees, except relief and extra help employees, shall serve a probationary period of one (1) year from their date of appointment. Probationary employees shall be evaluated at least once by the end of their third and sixth month of service. In addition, each employee shall receive a final probationary evaluation prior to his or her first anniversary date.

Section 3: In addition to the above, a permanent employee may be evaluated more than once annually for the purpose of following up on the annual evaluation where "unsatisfactory" or "needs improvement" ratings were given or after the supervisor discusses the need for reevaluation with the Superintendent or designee.

Section 4: No evaluation of any employee in the unit shall be placed in the employee's personnel file without an opportunity for discussion between the employee and the evaluator. The employee shall be allowed to have an Association representative present at such meeting. Any unsatisfactory evaluation shall include specific recommendations for improvement.

Section 5: The employee's signature does not signify agreement with the evaluation, but merely indicates that review and evaluation has taken place.

Section 6: If an employee disagrees with the completed evaluation, the employee may submit a signed, written statement which will be attached to the evaluation and placed in the employee's personnel file. The employee may notify the supervisor if such statement is forthcoming.

Section 7: Employees whose overall job performance is rated at less than acceptable must be informed of same orally and in writing. A letter stating specific reasons for overall unacceptable job performance must be attached to the evaluation. Said letter shall also include the specific recommendations for improvement.

Section 8: Any employee who leaves the district may request an exit interview from their evaluator. The request must be made in writing to the employee's evaluator as soon as practicable, but no later than 45 calendar days prior to the end of the school year.

Article 11

Assuming Duties in Other Classifications

Section 1: Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Education Code Section 45109, unless the duties reasonably relate to those fixed for the position by the Board for any period of time which exceeds three working days within a 15-calendar-day period except as authorized herein.

Section 2: An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than 3 working days provided that his/her salary is adjusted upward for the entire period they are required to work out of classification. This compensation will be computed by using the current salary schedule, placing the employee on the next higher actual hourly rate as if they were permanently assigned to such classification. When the out-of-classification duties are lower on the salary schedule than the regular duties of the employee, the employee will work at their regular salary.

Section 3: The intent of this section is to permit the District within the classified service to temporarily work classified employees outside their normal duties, but in so doing to provide additional compensation when appropriate.

Section 4: The district will hire substitutes for classified employees when it is necessary to support the instructional programs. This determination will be made by the administration.

Article 12

Complaints Concerning School Personnel

Section 1: Complaints concerning school personnel should be made when appropriate, directly by the complainant to the person against whom the complaint is lodged. If the complaint is not resolved at this level, the complainant is requested to put the complaint into writing and to direct it to the Superintendent. The complaint must be filed within 30 days from knowledge of the event giving rise to the complaint. The complaint must be filed on a District complaint form which is available at the school district office. The completed and signed complaint form shall be presented to the Superintendent. Upon receipt of the completed and signed complaint form, the Superintendent shall notify the affected employee(s) in writing and provide said employee(s) a copy of the complaint. The Superintendent shall investigate, review, and respond to all parties within 30 days of receipt of the complaint. The Superintendent's decision shall be final unless the complainant, the employee, or the Superintendent requests a closed hearing before the governing board on the complaint. Such request by either the complainant or the employee shall be made in writing to the Superintendent within ten (10) calendar days of receipt of the Superintendent's decision. If the employee so requests, an open hearing will be held.

Section 2: Every effort should be made to resolve the complaint at the earliest possible stage.

Section 3: Failure of the complainant to put the complaint into written form will be considered by the District as a dropping of the complaint.

Section 4: Hearing: No hearing, either open or closed, will be held by the governing board on any complaint unless and until the Board has received the Superintendent's written report concerning the complaint. The Superintendent's report shall contain, but not be limited to, the following:

- (a) The name of each employee involved;
- (b) A brief but specific summary of the nature of the complaint and the facts surrounding it, sufficient to inform the governing board and the employee(s) as to the precise nature of the complaint, and to allow the employee(s) to prepare a defense;
- (c) A true copy of the signed original of the complaint itself;
- (d) A summary of the action taken by the Superintendent in connection with the complaint.

Section 5: All parties involved, including the school administration, shall be requested to attend such a meeting, for the purposes of presentation of all available evidence, allowing every opportunity for the explanation, and for clarifying the issue.

Section 6: The decision of the governing board following the hearing shall be final.

Article 13

Order of Layoff and Reemployment Right

Section 1: Classified employees shall be subject to layoff for lack of work or lack of funds. When it becomes necessary to invoke the layoff procedures, such action shall take place in accordance with procedures provided by Sections 45114, 45115, 45117, 45298, 45308 of the Education Code. The Board of Education will take action in public session in the form of a resolution or Board action as provided for in Board Policy.

Section 2: Notice of Layoff. Classified employees will, insofar as possible, be given notice of layoff not less than thirty (30) days prior to the effective date of layoff and be informed of their displacement privileges, if any, and reemployment rights. (Education Code 45117). Notification of layoff shall be delivered by personal service or certified mail (return receipt requested).

Section 3: Order of Reduction: The following order will prevail in the reduction of classified personnel.

- (a) Short-term employees, by class
- (b) Substitute employees, by class
- (c) Permanent employees by class/classification

Section 4: Procedure: Bargaining unit employees who are subject to layoff for a lack of work or lack of funds, the following procedure shall be followed. The order of layoff within a class shall be determined by hours of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

Section 4(a): Bargaining unit employees who are laid off shall exercise bumping rights into any classification, within a current or previously held class, provided each of the following applies: (1) the employee is qualified for the position; (2) the same tests of fitness under which the employee previously qualified for appointment to the class remain in effect; and (3) the classification into which the employee wishes to bump is equal to or lower than the classification from which the employee was laid off.

Section 5: Seniority: For purposes of this Article, for services commencing or continuing after July 1, 1971, "length of service" means all hours in paid status, whether during the school year, a holiday recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis. Employees hired prior to July 1, 1971, shall earn seniority by years in paid status.

Section 6: Reemployment Right: Classified employees laid off due to a lack of work or lack of funds shall be eligible for reemployment for a period of thirty-nine (39)

months and shall be reemployed in preference to new applicants. Employees laid off will be notified when employment or job openings exist within the District.

Section 6(a): Laid-off persons shall be reemployed in the reverse order of layoff.

Section 6(b): A permanent employee who is laid off and is subsequently reemployed within thirty-nine (39) months shall have all rights and privileges restored. However, he/she shall not receive seniority credits for District work performed while on the reemployment list.

Section 6(c): A probationary employee laid off for a lack of work or lack of funds, upon his/her return to active employment with the District, shall continue to serve out the remainder of the probation period and shall have all rights and privileges restored. No seniority credit shall be earned during the period of separation from the District.

Section 7: Seniority Roster: The District shall maintain an updated seniority roster indicating each employee's class seniority and hire date seniority. In addition, such rosters shall be available within a reasonable time after demand.

Section 8: Notification of Reemployment Opening: Any permanent employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee, and a copy shall be sent to the Association by the District, which shall acquit the District of its notification responsibility.

Section 9: Employee Notification to District: An employee shall notify the District of his or her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within twenty (20) working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notifies the District of refusal of reemployment within ten (10) working days from receipt of the reemployment notice.

Section 10: Improper Layoff: Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error.

Section 11: Retirement in Lieu of Layoff: Classified employees who have been employed at least five (5) years under the Public Employees Retirement System and are fifty (50) years of age or older may elect to accept a service retirement in lieu of layoff. Such employees shall, prior to the effective date of the proposed layoff, complete and submit a form to the PERS provided by the District for this purpose. The employee shall then be placed on a thirty-nine (39) month reemployment list.

Section 11(a): The District agrees that when an offer of employment is made to eligible persons retired under this section, and the District has received within five (5) working days a written acceptance of the offer, the retired person shall be allowed sufficient time to terminate his/her retirement status with PERS.

Article 14

New Position/Vacancy

Section 1: When a new position is created or an existing position becomes vacant during the instructional year, the District shall post the vacancy in-house for a period of five (5) working days before publishing outside the District. When a new position is created or an existing position becomes vacant during the summer, the District shall send written notice to all classified employees at their last known address.

Section 2. An employee in the classification in which the new position is created or the vacancy occurs need only file a notice of intent with the District to apply for the vacancy or the newly created position. An employee who does not work in the classification in which the new position is created or the vacancy occurs must complete and submit an application for the vacant or new assignment.

Section 3. If the District receives a notice of intent or an application from a current employee during the five (5) day period, the District shall meet with those employee(s) before meeting with an outside candidate. If the District receives an application from a current employee after the expiration of the five (5) day period, the Administration shall consider that employee's application with any applications received from outside the District.

Section 4. After meeting with the current employee(s) who timely filed an application, the District may elect to interview outside candidates for the position.

Section 5. If a vacancy occurs or a new position is created within thirty (30) calendar days prior to the commencement of a school year, the District reserves the right to publish outside the District simultaneously with providing notice by mail to current classified staff members. In such a case, the District may meet with all applicants on the same day.

Section 6. The District believes in filling vacancies and newly created positions through the transfer process with qualified, competent classified employees

Section 7. The Superintendent shall, in writing, notify any employee, who applied for the newly created position or the vacancy, if he or she is not offered the assignment, if so requested by the employee.

Article 15

New Employee Package

Each new classified employee may request upon hire to receive a hiring package containing:

- | | |
|--------------------------------|---------------------|
| (1) Classified Master Contract | (5) Staff List |
| (2) District Master Calendar | (7) Job Description |

- (3) Salary Schedule
- (4) Health Benefit Information

- (8) Alcohol & Drug Testing Manual

Hiring package requested by a new employee shall be delivered to new employee within seven (7) working days.

Article 16

Association Rights

Section 1: The Association may utilize the services of outside consultants to assist in the negotiations and in the process of grievances.

Section 2: The Association shall designate one (1) representative who shall receive reasonable periods of released time without loss of compensation for purpose of meeting and negotiating and for the processing of grievances.

Section 3: The released time referred to in Section 2 of this Article may be used at the discretion of the representative, with twenty-four (24) hour notice to be given to the Superintendent, or his/her designee, provided that such released time when taken does not interfere with District operations.

Section 4: The Association shall have the right of access at reasonable times to areas in which employees in the bargaining unit work; the right to use bulletin boards; the right to deposit Association material or communications in such classified employees' mailboxes, the right to use District facilities for the purpose of Association meetings concerned with the exercise of the bargaining unit employees' rights as guaranteed by the Act.

Section 5: The District and Association jointly recognize the right of District employees to form, join, and participate in lawful activities of employee organizations and, further, the right of employees to refuse to form, join, and participate in such lawful activities, but membership in the Association upon payment of initiation fees or monthly dues or other financial sums thereto shall not be a condition of employment with the District.

Article 17

Concerted Activities

Section 1: It is completely understood and agreed by the parties signatory to this Agreement that there will be no strike, work stoppage, slowdown, or other interference with the operation of the District by the Association, or by its officers, agents, representatives, or members or nonmembers, during the term of this Agreement.

Section 2: The Association recognizes the duty and obligation of its agents or representatives and its members or nonmembers of the bargaining unit 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, slowdown, or other interference with the operation of the District by employees who are represented by the Association, the Association agrees to advise and direct those employees to cease and desist from such

action. It is also understood and agreed that any such employee violating this or any article of this Agreement shall be subject to discipline and discharge by the District.

Section 3: In addition, all employees, whether members or nonmembers of the Association, within the bargaining unit, together with the Association, its officers, agents, or representatives, agree that there shall be no strike, slowdown, or stoppage of work, or any acts of any nature, including picketing, however peaceful, that tends to interfere with the operation of the District or any other governmental agency or body, whether such acts be related to matters wholly within the District's control or not.

Section 4: Working and other conditions prevailing immediately prior to the action that initiates a dispute or misunderstanding as may arise involving the interpretation, application, or violation of this Agreement shall be preserved unchanged until a decision has been rendered by the Advisory Arbitrator and agreed to by the Board Members.

Article 18

Management Rights and District Powers

Section 1: It is completely understood and agreed that the District retains all of its rights and powers and its authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers are the right to direct the work of all of its employees; to determine the method, means and services to be provided; to establish the educational philosophy, goals, and objectives of the District; to ensure the rights and educational opportunities of the students; to determine the staffing patterns; to determine the number of kinds of personnel required; to determine the classification of positions; to maintain the efficiency of the District operations; to introduce new or improved methods or facilities; to change existing methods or facilities; to build, move, or modify the facilities; to enforce any rules, regulations, laws, or District policies, to carry out the responsibilities of the District in any legal manner, shape, or form; to determine the curriculum; to develop a budget, to develop and implement budget procedures; to determine the methods of raising revenues; and contract out work. In addition, the District retains the right to hire, assign, evaluate, promote, demote, terminate, suspend, transfer, lay off, and discipline employees and to take whatever action the District deems necessary and appropriate on any matter in the event of an emergency.

Section 2: In 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 the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with any Federal or State law, rules, or regulations.

Section 3: The District retains its right to amend, change, alter, or rescind policies and practices referred to in this Agreement in cases of emergency or for any other reason deemed necessary and appropriate by the District. The determination as

to whether or not an emergency exists is solely within the discretion of the Board Members and is expressly excluded from Article 20 of this Agreement.

Article 19

Grievance - Procedure

Section 1: Definitions

(a) A "grievance" means a claim by one or more employees of the bargaining unit alleging a violation, misinterpretation or misapplication of a provision or any provisions of this Agreement.

(b) An "aggrieved person" means the person or persons making the claim.

(c) A "party in interest" means the person or persons making the claim or any person or persons against whom action might be taken in order to resolve the claim.

Section 2: Purpose

(a) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of employees. These proceedings will be kept confidential at any level of the procedure.

(b) It is completely understood and agreed that nothing contained herein will be construed as limiting the right of any employee of having a grievance, to discuss the matter with the Superintendent or his/her designee, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.

Section 3: Procedure

(a) Since it is important that grievances be processed as rapidly as possible, the time specified at each level, hereinafter followed, should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

(b) In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

(c) LEVEL ONE: DISCUSSION

An employee having a grievance will first discuss it with the Superintendent or his/her designee, either directly or through the Association's designated representative with the objective of resolving the matter at the lowest possible level.

(d) **LEVEL TWO: WRITTEN GRIEVANCE**

(1) If the aggrieved person is not satisfied with the disposition of his/her grievance at **LEVEL ONE**, or if no decision has been rendered within ten (10) working days after presentation of the grievance, he/she may file the grievance in writing simultaneously with the President of the Association and the Superintendent's office within five (5) working days after the decision at **LEVEL ONE** or fifteen (15) working days after the grievance was presented, whichever is sooner.

(2) Within ten (10) working days after receipt of the written grievance by the Superintendent's office, he/she or his/her designee will meet with the aggrieved person and a representative of the Association in an effort to resolve it.

(e) **LEVEL THREE: SUBMISSION TO ARBITRATION**

(1) If the aggrieved person is not satisfied with the disposition of his/her grievance at **LEVEL TWO**, or if no decision has been rendered within ten (10) working days after he/she first met with the Superintendent or his/her designee, whichever is sooner, he/she may request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions or any provision of this Agreement, it may, by written notice to the Superintendent or his/her designee, within fifteen (15) working days after receipt of the request from the aggrieved person submit the grievance to arbitration. If any question arises as to whether a particular dispute involves the interpretation, meaning or application of this Agreement, such question will first be ruled upon by the Arbitrator selected to hear the dispute.

(2) The parties shall select a mutually acceptable impartial Arbitrator. If the parties signatory hereto are unable to agree upon an Arbitrator within ten (10) working days, a request for a list of Arbitrator's shall be made to the American Arbitration Association by either party and the parties will then be bound by the A.A.A. rules in the selection of an impartial Arbitrator.

(3) The parties shall mutually agree upon the issue or issues to be submitted to the selected Arbitrator. If the parties cannot agree upon the submission agreement, each party may submit its own Arbitrator's submission agreement, and the Arbitrator shall then determine the issue or issues by referring to the grievance and the answers thereto at each step.

(4) The Arbitrator so selected will confer with the representatives of the District, and the Association, and will hold hearings promptly, and will issue his/her advisory opinion not later than thirty (30) working days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs were submitted to him. The Arbitrator's advisory opinion will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator will be without power or authority to add to, subtract from, or modify the terms of this Agreement or the written policies, rules and regulations and

procedures of an act prohibited by law, or which is violative of the terms of this Agreement.

(5) The costs for the services of the Arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses, and the costs of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

(f) **Binding Determination:** The Board Members alone have the sole power to render final and binding determination of a grievance. The recommendation of the impartial Arbitrator shall only be advisory; and if, upon review, the Board Members determine that they, as a body, are unable to render a final determination on the record, they may reopen the record for the taking of additional evidence.

(g) **Sole and Exclusive Method:** In consideration of the foregoing arrangement, for adjustment of grievances or settlement of disputes, both parties to this Agreement accept this procedure as the sole and exclusive method of seeking adjustment or redress prior to instituting any proceedings in court.

Article 20

Legality

Section 1: Should any provision of this Agreement at any time during its life be found to be in conflict with Federal or State law, or as such laws may be amended, such provision or provisions shall continue in effect only to the extent permissible under the applicable law, with the understanding that if at any time thereafter such provision or provisions of the Agreement as originally embodied therein shall be restored in full force and effect from that day forward.

Section 2: In the event any provision or provisions of this Agreement should be held invalid under the law, the remainder of this Agreement shall not be affected.

Section 3: The terms and conditions of this Agreement are subject to a review of the entire District Board Members; and this Agreement does not become a valid or binding agreement without the sanction and approval of a majority of the Board Members.

Article 21

Terms of Agreement

This Agreement shall remain in full force and effect from July 1, 2017 until midnight of June 30, 2020.

Article 22

Reopener

It is agreed by both parties that those issues regarding wages, and up to one language item for the association and up to one language item for the district will be reopened yearly for the final three years of the agreement July 1, 2020 until midnight of June 30, 2023.

Article 23

Completion of Meet-and-Negotiation


Section 1: Should either party to this Agreement desire to amend, modify, alter, or change this Agreement for subsequent years, a written notice to that effect shall be served upon the other party not less than ninety (90), nor more than one hundred twenty (120) days prior to the expiration date of this Agreement. In the event no agreement as to the provisions of a succeeding agreement is consummated on the expiration date, this Agreement shall be declared null and void.

Section 2: During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District, unless otherwise herein provided, shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in the Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they met and negotiated on and executed this Agreement, and even though such subject or matter was proposed and later withdrawn.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the day and year first above written.



For the District:
Joseph Aldridge



For the Columbia MOT Association:
Robert Carr

Appendix A
Salary Schedule

**COLUMBIA UNION SCHOOL DISTRICT
 MAINTENANCE, OPERATIONS, TRANSPORTATION (M.O.T.) SALARY SCHEDULE
 2020-21**

STEPS	1	2	3	4	5	6	7	8	11	14	17
Bus Driver/Mechanic /Utility	21.31	22.16	23.05	23.97	24.93	25.93	26.96	28.04	28.88	29.75	31.24
Bus Driver/Maint./Utility	21.31	22.16	23.05	23.97	24.93	25.93	26.96	28.04	28.88	29.75	31.24
Bus Driver/Grounds/Utility	21.31	22.16	23.05	23.97	24.93	25.93	26.96	28.04	28.88	29.75	31.24
Bus Driver/Custodian	20.98	21.82	22.69	23.60	24.54	25.53	26.55	27.61	28.44	29.29	30.75
Bus Driver	20.98	21.82	22.69	23.60	24.54	25.53	26.55	27.61	28.44	29.29	30.75
Night Custodian	20.16	20.97	21.81	22.68	23.58	24.53	25.51	26.53	27.33	28.14	29.55
Day Custodian	19.41	20.19	20.99	21.83	22.71	23.62	24.56	25.54	26.31	27.10	28.45
Van Driver	19.41	20.19	20.99	21.83	22.71	23.62	24.56	25.54	26.31	27.10	28.45

Effective Date: 1/1/2021
 Board Approved:

**COLUMBIA UNION SCHOOL DISTRICT
 MAINTENANCE, OPERATIONS, TRANSPORTATION (M.O.T.) SALARY SCHEDULE
 DRAFT 2021-22**

STEPS	1	2	3	4	5	6	7	8	11	14	17
Bus Driver/Mechanic /Utility	22.48	23.38	24.32	25.29	26.30	27.36	28.44	29.58	30.47	31.39	32.96
Bus Driver/Maint./Utility	22.48	23.38	24.32	25.29	26.30	27.36	28.44	29.58	30.47	31.39	32.96
Bus Driver/Grounds/Utility	22.48	23.38	24.32	25.29	26.30	27.36	28.44	29.58	30.47	31.39	32.96
Bus Driver/Custodian	22.13	23.02	23.94	24.90	25.89	26.93	28.01	29.13	30.00	30.90	32.44
Bus Driver	22.13	23.02	23.94	24.90	25.89	26.93	28.01	29.13	30.00	30.90	32.44
Night Custodian	21.27	22.12	23.01	23.93	24.88	25.88	26.91	27.99	28.83	29.68	31.18
Day Custodian	20.48	21.30	22.14	23.03	23.96	24.92	25.91	26.94	27.76	28.59	30.01
Van Driver	20.48	21.30	22.14	23.03	23.96	24.92	25.91	26.94	27.76	28.59	30.01

Effective Date: 1/1/2022
 Board Approved:

Appendix B

Health and Vision / Dental Insurance

Section 1: Effective October 1, 2020 the District will contribute up to \$9,400 per eligible full-time twelve-month employee per fiscal year for health benefit coverage which shall include the medical, dental, and vision insurance programs as per the requirements of the insurer.

Section 2: All part-time employee premiums will be prorated in ten equal monthly installments. The full amount of the employee percentage of premiums will be deducted from the employee's payroll warrants in ten equal monthly installments.

Section 3: In no case will an employee working less than three hours be entitled to receive any benefits authorized under the provisions of Government Code Sections 53200 et seq.

Section 4: In the event a part-time employee terminates employment with the District prior to returning to work on the designated starting date for the new school year, all monies paid by the District in advance for that employee's benefits shall be reimbursed by the employee to the District.

Section 7: In the event the District's medical insurance carrier discontinues the type of coverage or policy currently available, or in the event the premiums for such coverage increase by more than 10% for the succeeding benefit year, the District may substitute substantially similar medical coverage with a lower premium cost through the same or different insurance carrier after notifying the association.

Section 8: A Section 125 Plan for pretax benefits will be offered to the Association employees when an entire group of employees in the District qualify.

APPENDIX C

Paid Holidays

All probationary and 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, that day in January known as "Martin Luther King Day", February 12 known as "Lincoln Day", the third Monday in February known as "Washington Day", the last Monday in May known as "Memorial Day", July 4 (does not apply to 10 or 11 month employees), the first Monday in September known as "Labor Day", November 11 known as "Veterans Day" that Thursday in November proclaimed by the President as "Thanksgiving Day", the day after Thanksgiving, December 25. School recesses during the Christmas, and Spring Break 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 as specified in education code.

When an MOT employee is required to work on any of the holidays listed above, they shall be paid compensation or given compensating time off. Time shall be calculated at one and one-half the employee's regular rate of pay or a day and one-half compensating time off.

Appendix D

Drug and Alcohol Testing

The association and district agree to a zero tolerance drug and alcohol policy for all bus drivers consistent with state and federal law.

Drug and Alcohol Testing for School Bus Drivers - the following is board policy:

All Personnel	BP 4112.42
	4212.42
DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS	4312.42

The Governing Board desires to take all possible steps to ensure transportation safety for district students and staff. The Superintendent or designee shall establish a drug and alcohol testing program for all school bus drivers and any other employees who hold a commercial driver's license which is necessary to perform duties related to their employment with the district. This program shall be designed to fulfill the requirements of federal law and regulations.

(cf. 3542 - School Bus Drivers)
(cf. 4020 - Drug and Alcohol-Free Workplace)

Drivers who test positive for alcohol or drugs shall be removed from safety-sensitive functions and subject to disciplinary action up to and including dismissal in accordance with administrative regulations.

(cf. 4117.4 - Dismissal)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

VEHICLE CODE

34500 Applicable vehicles

34501.12 Motor carrier definition

34520 Motor carrier and driver compliance with federal testing requirements

UNITED STATES CODE, TITLE 49

2717 Alcohol and controlled substances testing (Omnibus Transportation Employee Testing Act of 1991)

CODE OF FEDERAL REGULATIONS, TITLE 49

Policy
adopted: April 9, 2002
All Personnel

COLUMBIA UNION SCHOOL DISTRICT
Columbia, California
AR 4112.42(a)
4212.42
4312.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

The district's drug and alcohol testing program shall apply to all employees who operate a commercial motor vehicle, including any vehicle designed to transport 16 or more passengers. This includes casual, intermittent or occasional drivers as well as full-time, regularly employed drivers. (49 CFR 382.107)

The Superintendent or designee shall contract for collection and testing services and shall ensure that testing procedures and facilities used for the tests conform with the requirements of the Code of Federal Regulations, Title 49, Part 40.

Drivers shall inform their supervisors if at any time they are using a controlled substance which their physician has prescribed for therapeutic purposes. Drivers using such a substance may continue to perform safety-sensitive functions only if the physician has advised the driver that the substance will not adversely affect his/her ability to safely operate a commercial motor vehicle. (49 CFR 382.213)

Pre-Employment Tests

A pre-employment drug test shall be required of an applicant only after he/she has been offered the position.

Drug tests shall be conducted before the first time a driver performs any safety-sensitive function for the district. (49 CFR 382.301)

Safety-sensitive functions include all on-duty functions performed from the time a driver begins work or is required to be ready to work until he/she is relieved from work and all responsibility for performing work. It includes driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing or assisting in loading and unloading; repairing or obtaining and waiting for help with a disabled vehicle; performing driver requirements related to accidents; and performing any other work for the district or paid work for any other entity. (49 CFR 382.107, 395.2)

Exceptions may be made for drivers who have participated in the drug testing program required by law within the previous 30 days, provided that the district has been able to make all verifications required by law. (49 CFR 382.301)

Pre-employment testing shall also be required of employees returning to work after a layoff period if the employee was removed from the random testing pool. If the

employee remains in the random testing pool, additional testing shall not be necessary. (49 CFR 382.301)

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

AR 4112.42(b)
4212.42
4312.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Post-Accident Tests

Alcohol and controlled substance tests shall be conducted as soon after an accident as practicable on any driver:

1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life (49 CFR 382.303)
2. Who receives a citation under state or local law for a moving traffic violation arising from the accident (49 CFR 382.303)
3. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved a serious medical injury
4. Whose performance cannot be excluded as a contributing factor based on information available at the time of the accident

Drivers shall make themselves readily available for testing, absent the need for immediate medical attention. (49 CFR 382.303)

No such driver shall use alcohol for eight hours after the accident, or until after he/she undergoes a post-accident alcohol test, whichever occurs first. (49 CFR 382.209)

If an alcohol test is not administered within two hours of the accident or if a drug test is not administered within 32 hours, the district shall prepare and maintain records explaining why the test was not conducted. Tests shall not be given if not administered within eight hours after the accident for alcohol or within 32 hours for drugs. (49 CFR 382.303)

Tests conducted by authorized federal, state or local officials shall fulfill post-accident testing requirements provided they conform to applicable legal requirements and are obtained by the district. Breath tests will validate only the alcohol test and cannot be used to fulfill controlled substance testing obligations. (49 CFR 382.303)

Random Tests

Alcohol and drug tests shall be conducted on a random basis at unannounced times throughout the year. The number of random alcohol and drug tests shall be at least equal to those required by federal regulations. Drivers shall be selected by a scientifically valid random process, and each driver shall have an equal chance of being tested each time

AR 4112.42(c)
4212.42
4312.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

selections are made. Tests for alcohol shall be conducted just before, during or just after the performance of safety-sensitive functions. (49 CFR 382.305)

Employees off work due to leaves, vacation and layoffs shall be informed that they remain subject to random testing. Employees drawn for such testing shall be notified and tested as soon as practicable after they return to duty.

Reasonable Suspicion Tests

An alcohol or drug test shall be conducted if a supervisor or district official trained in accordance with law has reasonable suspicion that a driver has violated the district's alcohol or drug prohibitions. This reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech or body odors. The observations may include indications of the chronic and withdrawal effects of controlled substances. (49 CFR 382.307)

Alcohol tests are authorized for reasonable suspicion only if the required observations are made during, just before or just after the period of the work day when the driver must comply with alcohol prohibitions. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within two hours of a determination of reasonable suspicion, the district shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after eight hours. (49 CFR 382.307)

A supervisor or district official who makes observations leading to a controlled substance reasonable suspicion test shall make a written record of his/her observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier. (49 CFR 382.307)

The Superintendent or designee shall ensure that an employee under reasonable suspicion is transported to the designated collection or testing site.

Enforcement

Any driver who refuses to submit to a post-accident, random or reasonable suspicion test, or to a follow-up test as described below, shall not perform or continue to perform safety-sensitive functions. (49 CFR 382.211) Therefore, any driver who so refuses shall be immediately suspended and subject to disciplinary action, up to and including dismissal.

(cf. 4117.4 - Dismissal)

AR 4112.42(d)
4212.42
4312.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

A driver who is tested and found to have an alcohol concentration of .02 or greater but less than .04 may not perform or continue to perform safety-sensitive functions including driving a commercial motor vehicle until the start of the driver's next regularly scheduled duty period, but not less than 24 hours after the test was administered. (49 CFR 382.505)

A driver who tests positive for drugs or is found to have an alcohol concentration of .04 or greater shall be subject to disciplinary action up to and including dismissal.

A driver who violates district prohibitions related to drugs and alcohol shall receive from the district the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs available to evaluate and resolve drug and alcohol-related problems. The employee shall be evaluated by a substance abuse professional who shall determine what help, if any, the driver needs in resolving such a problem. Any substance abuse professional who determines that a driver needs assistance shall not refer the driver to a private practice, person or organization in which he/she has a financial interest, except under circumstances allowed by law. (49 CFR 382.605)

An employee identified as needing help in resolving a drug or alcohol problem shall be evaluated by a substance abuse professional to determine that he/she has properly followed the prescribed rehabilitation program. (49 CFR 382.605)

Return-to-Duty Tests

If a driver who has violated the district's drug or alcohol prohibition is returned to performing safety-sensitive duties, a drug or alcohol test shall be conducted. (49 CFR 382.309)

Employees whose conduct involved drugs shall not return to duty in a safety-sensitive function until the return-to-duty drug test produces a verified negative

result. Employees whose conduct involved alcohol shall not return to duty in a safety-sensitive function until the return-to-duty alcohol test indicates an alcohol concentration of less than .02. (49 CFR 382.605)

AR 4112.42(e)
4212.42
4312.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Follow-up Tests

A driver who violates the district's drug or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem shall be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law. Follow-up alcohol testing shall be conducted just before, during or just after the time when the driver is performing safety-sensitive functions. (49 CFR 382.311)

Follow-up testing shall consist of at least six tests in the first 12 months following the driver's return to duty. The substance abuse professional may terminate the follow-up testing at any time after the first six tests if he/she determines that testing is no longer needed. Testing shall not occur beyond 60 months from the date of the driver's return to duty. (49 CFR 382.605)

Maintenance of Records

Employee drug and alcohol test results and records shall be maintained under strict confidentiality and released only in accordance with law. Upon written request, a driver shall receive copies of any records pertaining to his/her use of drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. Records shall be made available to a subsequent employer or other identified persons only as expressly requested in writing by the driver. (49 CFR 382.405)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

Notifications

Each driver shall receive educational materials that explain the requirements of the Code of Federal Regulations, Title 49, Part 382, together with a copy of the district's policy and regulations for meeting these requirements. Representatives of employee organizations shall be notified of the availability of this information. The information shall identify all of the following: (49 CFR 382.601)

1. The person designated by the district to answer drivers' questions about the materials
2. The categories of drivers who are subject to the Code of Federal Regulations, Title 49, Part 382

AR 4112.42(f)
4212.42
4312.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

3. Sufficient information about the safety-sensitive functions performed by drivers to make clear what period of the work day the driver is required to comply with Part 382
4. Specific information concerning driver conduct that is prohibited by Part 382
5. The circumstances under which a driver will be tested for drugs and/or alcohol under Part 382
6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of test results and ensure that test results are attributed to the correct driver
7. The requirement that a driver submit to drug and alcohol tests administered in accordance with Part 382
8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences
9. The consequences for drivers found to have violated the drug and alcohol prohibitions of Part 382, including the requirement that the driver be removed immediately from safety-sensitive functions and the procedures for referral, evaluation and treatment
10. The consequences for drivers found to have an alcohol concentration of .02 or greater but less than .04
11. The effects of drugs and alcohol on an individual's health, work and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a coworker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to an employee assistance program and/or referral to management

(cf. 4159/4259/4359 - Employee Assistance Programs)

12. Other legal requirements, district policies and disciplinary consequences related to the use of alcohol and drugs.

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4212.42
4312.42

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

(cf. 4020 - Drug and Alcohol-Free Workplace)

Each driver shall sign a statement certifying that he/she has received a copy of the above materials. (49 CFR 382.601)

(cf. 4112.9 - Employee Notifications)

Before any driver operates a commercial motor vehicle, the district shall provide him/her with post-accident procedures that will make it possible to comply with post-accident testing requirements. (49 CFR 382.303)

Before drug and alcohol tests are performed pursuant 49 CFR 382, the district shall inform drivers that the tests are required by these regulations. (49 CFR 382.113)

The district shall notify a driver of the results of a pre-employment drug test if the driver requests such results within 60 calendar days of being notified of the disposition of his/her employment application. (49 CFR 382.411)

The district shall notify a driver of the results of random, reasonable suspicion and post-accident drug tests if the test results are verified positive. The district shall also tell the driver which controlled substance(s) were verified as positive. (49 CFR 382.411)

Regulation
approved: April 9, 2002

COLUMBIA UNION SCHOOL DISTRICT
Columbia, California