

**COLLECTIVE BARGAINING  
AGREEMENT**

**By and Between  
The Fontana Unified School District  
and  
The Police Officers Association**

**Effective July 1, 2003  
Through June 30, 2007**

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ARTICLE 1

AGREEMENT

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This Agreement is entered into by and between the Fontana Unified School District (hereinafter referred to as "District") and the Fontana School Police Officer's Association (hereinafter referred to as "Association").

This constitutes the full, final and complete Agreement between the Fontana Unified School District Board of Education and the Fontana School Police Officers Association.

1 ARTICLE 2

2 RECOGNITION

3 The District hereby recognizes the Association as the exclusive  
4 representative for all School Resource Officers and District Security Officers.

5 All classified positions not included in the foregoing are excluded.

6 Management Team positions shall include such other Management  
7 Supervisory and Confidential positions as may be designated from time to time by the  
8 Fontana Unified School District Board of Education.

9 Disputes which may arise in the designation of new positions as  
10 Management, Supervisory or Confidential shall be referred to the Public Employee  
11 Relations Board (PERB) rules and shall not be subject to Article 16, Grievance Procedure.

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ARTICLE 3

USE OF GENDER AND TERMS

Any use of gender in this Agreement, including Job Titles and Descriptions, shall be interpreted as referring to either male or female as applicable and shall not be intended to be limited on the basis of sex.

The terms "employee," "employees," and "unit member" shall be synonymous with bargaining unit member.

ARTICLE 4

NON-DISCRIMINATION

The District and Association agree that there shall be no unlawful discrimination on account of race, religion, national origin, color, sex, age, or physical limitations.

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ARTICLE 5

SAVINGS CLAUSE

If any Article, section, paragraph, clause, or phrase of this Agreement shall by any State, Federal, or other law, or by decision of any court, be declared or held illegal, void or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

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1 ARTICLE 6

2 DISTRICT RIGHTS

3 It is understood and agreed that the District retains all of its powers and  
4 authority to direct, manage and control to the full extent of the law. Included in, but not  
5 limited to, those duties and powers are the right to:

6 Determine its organization; direct the work of its employees; determine the  
7 times and hours of operation; determine the kinds and levels of services to be provided and  
8 the methods and means of providing them; to contract with outside sources for goods  
9 and/or services, as per Article 7; determine staffing patterns; determine the number and  
10 kinds of personnel required; maintain the efficiency of District operations; build, move or  
11 modify facilities; establish budget procedures and determine budgetary allocations;  
12 determine the methods of raising revenue; take action in the event of emergency, i.e., act  
13 of God, natural disaster, act of war, declaration of martial law, strike, insurrection,  
14 revolution, flood, earthquake, fire, epidemic, plague, power failure or energy crisis; hire,  
15 assign, transfer, terminate, and discipline for Just Cause unit members.

16 The exercise of the foregoing powers, rights, authority, duties and  
17 responsibilities by the District, the adoption of policies, rules and regulations in furtherance  
18 thereof, shall be limited only by the specific and express terms of this Agreement, then only  
19 to the extent such specific and express terms are in conformance with the law.

20 Nothing in this Article will be used for the purposes of unlawful discrimination  
21 against any employee or Association; furthermore, the provisions hereof are subject to the  
22 other provisions of this Agreement.

ARTICLE 7

CONTRACT WORK

During the term of this Agreement, the District retains its right to contract-out work; provided, however, that if such contracting-out results in bargaining unit employees being laid-off, or not recalled, or in a reduction in employees' hours, the District agrees to provide notice and an opportunity to be heard by the Superintendent or his/his designee to the Association prior to implementation of such contracting-out.

ARTICLE 8

NON-UNIT EMPLOYEES

The District agrees that non-unit employees shall not be used at any time to displace employees employed in the bargaining unit, except in emergencies, when bargaining unit employees are not available or have refused to do the work as assigned or for purposes of training; nor shall this clause be used to require the District to assign overtime work.

ARTICLE 9

PROMOTIONS OUT OF THE BARGAINING UNIT

An employee promoted into a non-unit position within the District will continue to accumulate seniority and may be returned by the District or at his/her request to the job he/she left. However, such returning employee shall not displace an existing bargaining unit member, except in cases of a reduction in force where Article 10 is controlling.

1 ARTICLE 10

2 JOB VACANCIES

3 When a vacancy or anticipated vacancy in a position within the bargaining  
4 unit develops, the District shall post the vacancy or anticipated vacancy for a minimum of  
5 five (5) working days listing the position to be filled, job description, qualifications and rate  
6 of pay. When additional vacancies of the same classification occur within three (3) months  
7 of the original posting, the District shall have the right to utilize applications received on the  
8 most recent posting as an applicant pool, provided that any employee who has previously  
9 submitted an interest card for the classification or locations known to be involved but has  
10 not elected to apply shall be provided an additional five (5) day period to submit an  
11 application. Interest cards will remain on file for the current school year and may be  
12 submitted at any time during the school year. The District may simultaneously recruit for  
13 the vacancy from any other source.

14 The posting shall be at all locations where members of the bargaining unit  
15 work.

16 Any employee who wishes to apply for a position vacancy shall submit a  
17 completed application for classified employees to the Human Resources Office within the  
18 period specified in the posting.

19 Employees who are on authorized leave of absence during the posting period  
20 must apply for the vacancy no later than five (5) working days after the posting period ends.

21 Employees who are not employed during the summer months or who are off-track at a  
22 CSP school or who are on authorized leave and who wish to be notified of vacancies which  
23 occur during that time must submit written notice to the Human Resources Office prior to

1 their absence or leave; such notice must include the employee's mailing address. The  
2 District shall have fulfilled its responsibility of notifying the employee of said vacancy during  
3 the posting period by placing a copy of the posting in the U.S. Mail, postage prepaid and  
4 addressed to the employee at the address said employee submitted to the Human  
5 Resources Office.

6 When filling any vacant bargaining unit position, the District shall use the  
7 following factors when choosing the most qualified applicant:

- 8 1. Skill and ability to perform the work as demonstrated by prior  
9 experience and competence.
- 10 2. Physical fitness.
- 11 3. Length of continuous service.

12 When, in the judgment of the District, a junior employee or an outside  
13 applicant exceeds a senior employee in connection with factors 1 and 2 listed above, then  
14 the District may select the junior employee or outside applicant for the vacant position.

15 A promotion includes, but is not limited to, an upward movement in range  
16 and/or an upward change in job classification.

17 A transfer is defined as a lateral movement from one job classification as  
18 listed on the classified salary schedule to the same job classification in the same or any  
19 other office, site, or department. Employees who request transfer under this definition must  
20 submit the same completed application for classified employment as is required for  
21 promotions, and will be subject to the same selection process as applicants for promotion.

22 When filling any vacant bargaining unit position, the District may, after  
23 adhering to the procedures in this Article, select any bargaining unit member or any other

1 applicant who is not currently a member of the bargaining unit for the appointment to the  
2 vacant position.

3 In cases of reduction in force, the following factors shall apply:

- 4 1. Skill and ability to perform the work as demonstrated by prior  
5 experience and competence.
- 6 2. Physical fitness.
- 7 3. Length of continuous service.

8 For purposes of this clause, the phrase "length of continuous service" shall  
9 mean continuing service as a classified employee of the Fontana Unified School District  
10 from the date the employee first renders paid service to the District in probationary status,  
11 provided, however, that an employee does not accumulate seniority during probation;  
12 following completion of probation, and employee's seniority will revert to the date he/she  
13 first rendered paid service in probationary status.

14 Length of continuous service shall be broken only by:

- 15 1. Termination for Just Cause.
- 16 2. Quit.
- 17 3. Retirement.
- 18 4. Lay-off for a period of two (2) years.
- 19 5. Failure to return after authorized leave of absence.

20 Acceptance of the definition of "length of continuous service" by the  
21 Association constitutes on its behalf of the employees in the bargaining unit a clear, specific  
22 and unequivocal waiver of its rights and the rights of employees it represents, under  
23 Section 13746 of the Education Code and its successors, if any, including, but not limited

1 to, Section 45308 of the Education Code.

2 It is agreed and understood by and between the District and the Association  
3 that the following procedure will be followed when two (2) or more employees render  
4 probationary service on the same day:

5 1. In the event that two or more employees render probationary service in  
6 a classification on the same day, the order of employment shall be determined by lot drawn  
7 by the Associate Superintendent, Human Resources, or designee.

8 2. The drawing by lot will be done in the Human Resources Office, and  
9 present at such drawing will be the Associate Superintendent, Human  
10 Resources/Designee, the Association President/Designee, and a third person, to be  
11 appointed by the Associate Superintendent, Human Resources.

12 3. When the order of employment has been established, such a notice  
13 shall be entered on the employee's record.

14 4. This procedure is to be utilized only for the purpose of assigning a date  
15 of hire when there are multiple applicants. All other rules and procedures will continue in  
16 effect pursuant to present Board Policy and laws.

ARTICLE 11

NEW OR CHANGED JOB CLASSIFICATION

A new classification of School Resource Officer is hereby created. This classification shall encompass any sworn peace officer position as defined in Penal Code §830.32, and shall perform duties as set forth in the job description.

All other bargaining unit members shall be employed in the non-sworn classification of District Security Officer, and shall perform duties as identified in the adopted job description.

ARTICLE 12

HOURS OF WORK

NORMAL WORKDAY

The normal workday for full-time unit members shall be eight (8) hours continuous hours of work in a twenty-four (24) hour period which shall begin with the first hour of the employee's regularly assigned shift. The workday shall include a thirty (30) minutes lunch break.

SHIFT DIFFERENTIAL

Unit members whose regularly assigned starting time is no earlier than 1:00 p.m. nor later than 4:30 p.m. shall receive an additional five percent (5%); unit members whose regularly assigned starting time is no earlier than 10:00 p.m. nor later than 12:30 a.m. shall receive an additional seven and one-half percent (7-1/2%).

This Article defines normal hours of work, and shall not be construed as guarantee of hours of work per day or of hours of work per week.

1 ARTICLE 13

2 OVERTIME

3 Overtime at the rate of one and one-half (1-1/2) times the regular rate shall be paid  
4 after eight (8) hours in any one (1) day or after forty (40) hours in any one (1) workweek .

5 When a bargaining unit member works on a Board-approved holiday, the bargaining  
6 unit member shall receive one and one-half (1-1/2) times the regular rate of pay plus the  
7 regular holiday pay rate.

8 Those bargaining unit members who commence a shift at or after 10:00 p.m. and  
9 work until or after 6:30 a.m. into the holiday period are to be paid the holiday premium.

10 Those bargaining unit members who commence a shift at or after 10:00 p.m. on  
11 holiday and work until or after 6:30 a.m. the following day will be paid at straight time pay  
12 rates.

13 Those bargaining unit members who work the night shift from 10:00 p.m. to  
14 6:30 a.m. thereafter will start the shift at 10:00 p.m. on the holiday.

15 Overtime service rendered by the bargaining unit member shall be compensated in  
16 cash. In lieu of cash overtime payments, members may request payment in the form of  
17 compensatory time off; however, whether compensatory time off shall be substituted for  
18 cash overtime payment shall be in the sole discretion of the District.

19 Use of accrued compensatory time off shall be at the discretion of the District,  
20 consistent with applicable State and Federal law.

21 When a bargaining unit member is required to render service on a non- workday or,  
22 if recalled to work on the same day he/she has previously completed a work assignment of  
23 eight (8) hours in duration, the bargaining unit member shall be compensated for a

1 minimum of two (2) hours, but not for less than the actual number of hours worked.

2           If a bargaining unit member is required to remain on-call and fit for response to duty,  
3 he/she will be compensated with one hour at time-and-a-half for every eight (8) hours of on-  
4 call. If the member is recalled to work while on-call, the period of time on duty shall be  
5 deducted from the time on-call for purposes of calculating on-call compensation.

1 ARTICLE 14

2 PROBATIONARY PERIOD

3 New bargaining unit members in the classification of School Resource Officer shall  
4 be on probation during the first 365 days of employment.

5 New bargaining unit members in the classification of District Security Officer shall be  
6 on probation during the first one hundred eighty (180) working days of employment with up  
7 to 180 additional workdays' probation at District option.

8 During this period, members may be discharged at any time without assigning any  
9 cause therefore; and said discharge is specifically excluded from the Grievance Procedure.

10 No seniority is acquired during the probationary period.

11 Upon receiving permanency in a position, seniority shall revert to the date of hire.

12 An employee who has been promoted to a higher job classification within the  
13 classified service shall serve a probationary period of 365 consecutive work days, including  
14 paid holidays, in the higher job classification before attaining permanency in that  
15 classification. At any time during this probationary period, the newly promoted employee  
16 shall be subject to being reassigned to his/her previous classification without a hearing or  
17 other due process.

18 For purposes of this Article, workdays shall be defined as those on paid status.

19 The 180-day probationary period for District Security Officer equates to six (6)  
20 months. All new District Security Officers on Step 1 shall remain at that step for six (6)  
21 months before receiving permanency and advancing to Step 2.

22 The 365 day probationary period for School Resource Officers equates to one (1)  
23 year. All new School Resource Officers on Step 1 shall remain at that step for one (1) year

1 before receiving permanency and moving to Step 2.

2 All bargaining unit members with an extended probationary period shall remain on  
3 Step 1 and, if awarded permanency, move to Step 2.

4 Bargaining unit members hired prior to the 6<sup>th</sup> day of the month shall advance to  
5 Step 2 on the 1<sup>st</sup> day of the month in which permanency is earned.

6 Bargaining unit members hired on the 6<sup>th</sup> through the 20<sup>th</sup> day of the month shall  
7 advance to Step 2 on the 16<sup>th</sup> day of the month in which permanency is earned.

8 Bargaining unit members hired on the 21<sup>st</sup> day of the month or after, shall advance  
9 to Step 2 on the 1<sup>st</sup> day of the month following the month in which permanency is earned.

1 ARTICLE 15

2 SUSPENSION/DISCHARGE CASES

3 The District recognizes that an effort shall be made to remediate any  
4 unsatisfactory job performance displayed by members prior to taking formal disciplinary  
5 action by management personnel. Making members aware of employment standards, as  
6 well as the consequences for non-compliance with the standards, shall precede corrective  
7 or disciplinary steps which shall include, but not be limited to, in-service and/or hands-on  
8 training. This recognition of progressive discipline, however, shall not preclude the District  
9 from seeking immediate dismissal of members for serious acts of misconduct which might  
10 include, but not be limited to, theft, assault and/or battery, dishonesty, or other serious  
11 types of misconduct.

12 In the event that a member is alleged to have acted in such a manner as to  
13 warrant a suspension, demotion and/or discharge, he/she shall be furnished with a copy of  
14 the reason(s) for the action. The Association shall be notified in writing within five (5)  
15 working days whenever a bargaining unit member is charged with serious misconduct that  
16 might result in suspension, demotion or a recommendation to the Board for dismissal.

17 The procedures for member suspension, demotion or dismissal are set forth  
18 in Administration Regulation 4218 and are to be complied with regarding all classified  
19 discipline matters.

20 Notwithstanding any other language, rule or regulation to the contrary,  
21 whether contained within Administrative Regulation 4218 or elsewhere, the Chief of School  
22 Police shall have the power to impose disciplinary measures up to and including four (4)  
23 days of unpaid suspension. For purposes of this clause, four (4) days shall be equivalent

1 to thirty-two (32) work hours.

2           The Association member may appeal the imposition of such discipline by the  
3 Chief of School Police to the Superintendent of Schools or his/her designee, who shall  
4 review the findings by the Chief of School Police. The scope of review shall be limited to  
5 the sufficiency of finding of facts by the Chief of School Police and procedural integrity. In  
6 no event shall there be new findings of fact or new evidentiary hearings after the Chief of  
7 School Police has made a final determination on the matter. The decision of the  
8 Superintendent of Schools or designee shall constitute the final decision of the District,  
9 subject to judicial review only pursuant to California Code of Civil Procedure §1094.5.

10           Disciplinary measures beyond the four (4) days of suspension without pay as  
11 outlined above shall be subject to the provisions of FUSD Administrative Regulation 4218,  
12 et. al.

13           When an Association member appeals a disciplinary action of greater than four (4)  
14 days unpaid suspension within the scope of this Article, and the matter is to proceed to an  
15 evidentiary hearing, the District and the Association agree to the use of a hearing officer  
16 selected pursuant to the following procedure.

17           The District and the Association have cooperated in the establishment of a  
18 permanent panel from which the hearing officer will be selected by the alternative strike  
19 method. The panel, as set forth below, consists of six names. In selecting a hearing  
20 officer, all six names shall be placed in a hat, small box, or similar receptacle and the  
21 appellant shall withdraw five names at random from the receptacle. The five names shall  
22 comprise the panel from which the hearing officer shall be selected.

23           The party to strike first in a given case will be determined by a coin toss, with the

1 winner of the coin toss exercising the first strike. Each party must thereafter strike in turn  
2 and without passing a turn until only one panelist remains. The remaining panelist shall  
3 serve as the hearing officer.

4 In the event that the hearing officer so identified and selected is unable to serve, that  
5 panelist's name shall be set aside, the name of the six panelists previously excluded shall  
6 be added back, and the parties shall do alternative strikes to the selection of another  
7 hearing officer, with the party who won the original coin toss again striking first.

8 The District shall pay fees and reasonable expenses of the hearing officer.

9 The permanent panel of hearing officers is comprised of the following:

- 10 a. Joseph Gentile
- 11 b. Walter Dougherty
- 12 c. R. Douglas Collins
- 13 d. Sarah Adler
- 14 e. Alexander "Buddy" Cohn
- 15 f. Norman Bran

1 ARTICLE 16

2 GRIEVANCE PROCEDURE

3 DEFINITIONS

4 Grievance

5 A grievance is an allegation by a unit member or members that he/she/they have  
6 been adversely affected by an alleged misinterpretation, misapplication, or violation of the  
7 Agreement by the District. Actions to challenge or change the policies, regulations or other  
8 matters outside of this Agreement are not within the scope of this procedure and review  
9 must be taken under separate processes.

10 Day

11 A day is a day upon which unit members are regularly scheduled to work.

12 Immediate Supervisor

13 Immediate supervisor is the lowest level administrator having immediate jurisdiction  
14 over the grievant.

15 TIME LIMITS

16 The time limits contained herein are considered maximum limits; however, time  
17 limits may be extended by mutual written agreement. In the event the grievant fails to meet  
18 a time limit, the grievance shall be deemed to have been waived.

19 In the event the District fails to meet a time limit, such failure shall automatically  
20 move the grievance to the next step of the grievance procedure.

21 GRIEVANCE STEPS

22 Informal Level

23 Before filing a formal written grievance, the grievant shall attempt to resolve the alleged

1 grievance through an informal conference with the grievant's immediate supervisor.

2 Step 1

3 No later than twenty (20) days following the act or omission giving rise to the  
4 grievance or no later than twenty (20) days following the date upon which the employee  
5 reasonably should have known of the act or omission the grievant must present such  
6 grievance in writing on an appropriate form to the immediate supervisor.

7 The written grievance shall contain a statement of the grievance, the provision(s) of  
8 the agreement allegedly involved, and the remedy sought.

9 The immediate supervisor shall communicate a written decision to the employee  
10 within ten (10) days after receiving the grievance. Such written decision shall contain an  
11 explanation of the decision rendered.

12 Within the above time limits, either party may request a personal conference with the  
13 other party.

14 If the grievant is not satisfied with the disposition of the grievance at this step, an  
15 appeal to the next step must be made in writing to the appropriate personnel within ten (10)  
16 working days after the decision is delivered to the grievant. Failure to appeal within this  
17 time period shall serve as a waiver of all appeal rights and the decision at this step shall be  
18 final and binding.

19 Step II

20 The Superintendent, or his/her designee, shall consider the grievance and render a  
21 decision within ten (10) days after receiving the grievance and communicate a decision to  
22 the grievant with a copy of the decision to the Association. Such written decision shall  
23 contain an explanation of the District's position regarding the grievance. Either the grievant

1 or the Superintendent, or his/her designee, may request a personal conference to discuss  
2 the grievance within the above time limits. If the Superintendent, or his/her designee, does  
3 not respond within the above time limits, the grievance shall automatically proceed to the  
4 next step.

5 If the grievant is not satisfied with the disposition of the grievance at this step, an  
6 appeal to the next step must be made in writing to the appropriate personnel within ten (10)  
7 working days after the decision is delivered to the grievant. Failure to appeal within this  
8 time period shall serve as a waiver of all appeal rights and the decision at this step shall be  
9 final and binding.

### 10 Step III

11 If the grievant is not satisfied with the disposition of the grievance at Step II, or if no  
12 written decision has been rendered within the applicable time limits, the grievant may within  
13 ten (10) days after a written decision is rendered or should have been rendered, by written  
14 notice to the Superintendent, elect to submit the grievance to the Board of Education for  
15 consideration. The Board shall consider the grievance and render a decision within ten  
16 (10) days after its first regular meeting following official receipt of the grievance. The  
17 Board may, in its sole discretion, decide to conduct an informal hearing in Closed Executive  
18 Session or to render a decision based upon a review of written documents developed in  
19 Steps I and II of the Grievance Procedure.

20 If the grievant is not satisfied with the disposition of the grievance at this step, an  
21 appeal to the next step must be made in writing to the appropriate personnel within ten (10)  
22 working days after the decision is delivered to the grievant. Failure to appeal within this  
23 time period shall serve as a waiver of all appeal rights and the decision at this step shall be

1 final and binding.

2 Step IV

3 Grievances as defined in this Article, and not resolved to the satisfaction of the  
4 Grievant at Step III above, may proceed to non-binding advisory arbitration at the election  
5 of the Association. Selection of the arbitrator to hear such grievance shall be either by  
6 mutual agreement of the Association and District, or through the alternative strike method  
7 from a list comprised of an odd number of arbitrators. The Association and the District shall  
8 each pay one half of the selected arbitrator's fees and expenses, as well as any costs  
9 associated with obtaining a list of arbitrators and/or selecting and notifying the arbitrator  
10 selected.

11 The arbitrator selected to hear such grievance and render findings advisory to the  
12 Board shall render such findings in a written report to the Board setting forth the issue(s),  
13 the positions of the parties, a discussion of the evidence, and the findings and/or  
14 recommendations made to the Board. Such report shall be delivered to the Board, the  
15 District and the Association within thirty (30) days following conclusion of the hearing or  
16 submission of the grievance upon written record.

17 The Board may accept, reject or modify the arbitrator's findings and  
18 recommendations. However, if the Board exercises its discretion to reject or modify the  
19 arbitrator's findings, in whole or in part, the District shall pay the entire costs of the  
20 arbitrator's fees and expenses, as well as any costs associated with obtaining a list of  
21 arbitrator's and/or selecting and notifying the arbitrator selected.

22 If the Association exercises its discretion to seek judicial review of the arbitrator's  
23 findings and recommendations, either in whole or in part, the Association shall pay the

1 entire costs of the arbitrator's fees and expenses, as well as any costs associated with  
2 obtaining a list of arbitrator's and/or selecting and notifying the arbitrator selected.

3 Inclusion of Step IV in the grievance process is conditioned on the Association  
4 enacting an amendment to its bylaws providing that only the Association Board of Directors  
5 shall have the authority to approve taking a grievance forward to Step IV and/or to seek  
6 judicial review of the decision made at Step IV, and that no individual employee/member  
7 covered by this Agreement shall have the right to either take a grievance forward beyond  
8 Step III or to seek judicial review of the decision made at Step IV.

9 Miscellaneous

10 A unit member may be represented up to Step I of the Grievance Procedure by  
11 him/herself and, at his/her option, accompanied by a representative provided by the  
12 Association. If a unit member is not represented by the Association or its representative,  
13 the District shall not agree to a resolution of the grievance without first providing the  
14 Association with a copy of the grievance, the proposed resolution and an opportunity to  
15 respond.

16 The Association will exclusively receive time off from duties for the processing of  
17 grievances herein for Unit members who are designated as Association representatives,  
18 subject to the following conditions:

19 1. By no later than ten (10) days following the signing of this Agreement, the  
20 Association will designate in writing to the Superintendent the names of nine (9) unit  
21 members who are to receive time off;

22 2. Prior to release from duties for grievance processing, the designated  
23 representative must inform the immediate supervisor in order that substitute service may be

1 obtained, if such is necessary; and

2 3. That time off shall be limited solely to one (1) designee representing grievant  
3 in a conference with a management person. Under no circumstances shall such time be  
4 used for investigating grievances, gathering information, interviewing witnesses, or  
5 preparing a presentation.

6 4. The granting of release time does not mean that the District must schedule  
7 any or all such grievance meetings during working hours.

8 The District shall maintain separate grievance files for documents,  
9 communications and records dealing with the processing of a grievance.

1 ARTICLE 17

2 NO-STRIKE CLAUSE

3 It is agreed and understood that there will be no strike, work stoppage, slow-  
4 down, picketing in connection therewith, or other interference with the operations of the  
5 District by the Association or by its officers, agents or members during the term of this  
6 Agreement, including compliance with the request of other labor organizations to engage in  
7 such activity.

8 The Association recognizes the duty and obligation of its representatives to  
9 comply with the provisions of this Agreement and to make every effort toward inducing all  
10 unit employees to do so. In the event of a strike, work stoppage, slow-down, or other  
11 interference with the operations of the District by employees who are represented by the  
12 Association, the Association agrees in good faith to take all necessary steps to cause those  
13 employees to cease such action.

14 It is agreed and understood that any employee violating this Article may be  
15 subject to appropriate discipline up to and including termination by the District.

16 It is understood that in the event the Association, or its officers or agents  
17 violate this Article, the District shall be entitled to withdraw any rights, privileges or service  
18 provided for in this Agreement, in District policy, or by Education Code from the  
19 Association.

20 Neither the submission of this proposal, nor its violation or expiration, shall  
21 prejudice the District's legal position that the above articles are or may be independent  
22 violations of the law, illegal notwithstanding this Article.

ARTICLE 18

LEAVES OF ABSENCE

GENERAL PROVISIONS

The Governing Board may grant leaves of absence to persons employed in the classified service of the District.

An express authorization or requirement for a leave of absence does not deprive the Governing Board of the power to grant such leaves with or without pay to such employees for other purposes, pursuant to Education Code (so long as the Board does not deprive any employee of any leave of absence).

1 ARTICLE 19

2 ILLNESS AND INJURY (SICK LEAVE)

3 Sick leave of absence with pay is granted to school employees to protect the  
4 health and welfare of both employees and pupils. Employees are encouraged to use their  
5 sick leave when they are ill to enable them to regain and remain in good health. The use of  
6 sick leave for purposes other than the member illness, injury, or attendance to an  
7 appointment with a health care provider shall be considered abuse of paid or unpaid leave.

8 Every member employed five (5) days a week shall be entitled to twelve (12)  
9 days leave for illness or injury with full pay for a fiscal year of service. Such leave shall be  
10 exclusive of all days he/she is not required to render service to the District.

11 A member employed five (5) days a week who is employed for less than a full  
12 fiscal year is entitled to that portion of twelve (12) days leave as the number of months  
13 he/she is employed bears to twelve (12).

14 New members of the District accrue sick leave from the first (1<sup>st</sup>) of the month  
15 in which employed, providing their employment commences on or before the fifteenth  
16 (15<sup>th</sup>). If employment commences on or after the sixteenth 16<sup>th</sup> of the month, sick leave is  
17 accrued from the first (1<sup>st</sup>) of the following month. If a member terminates his/her service  
18 with the District after the fifteenth (15<sup>th</sup>) day of the month, he/she shall be entitled to full sick  
19 leave credit for that month. However, if a member terminates his/her service prior to the  
20 sixteenth (16<sup>th</sup>) day of the month, he/she shall receive no credit for that month. Members in  
21 a non-pay status for a fractional period of a month accrue sick leave for the entire month  
22 when in a pay status for ten (10) or more working days in that month. A member who  
23 serves less than ten (10) working days receives no sick leave credit for that month.

1           A member employed less than five (5) days per week shall be entitled, for a  
2 fiscal year of service, to that portion of twelve (12) days leave as the number of days  
3 he/she is employed per week bears to five (5).

4           Credit for sick leave need not be accrued prior to taking such leave by the  
5 employee and such leave of absence may be taken at any time during the year. However,  
6 a new member shall not be eligible to take more than six (6) days or the proportionate  
7 amount to which he/she may be entitled, until the 1st day of the calendar month after  
8 completion of six (6) months of active service with the District.

9           If the member does not take the full amount of leave allowed in any year, the  
10 amount not taken shall be accumulated from year to year.

11           A member shall once a year be credited with a total of one hundred (100)  
12 working days of paid sick leave in addition to sick leave to which he/she is entitled under  
13 paragraphs 2 and 3 above. Such days of sick leave, in addition to those required by  
14 paragraphs 2 and 3 above, shall be compensated at fifty percent (50%) of the employee's  
15 regular salary and shall be available after all other paid leave entitlement has been  
16 exhausted, but shall not be cumulative from year to year. Benefits accrued while on paid  
17 sick leave shall be the same as the benefits which would have been accrued had the  
18 employee worked. Each day of absence claimed under this paragraph must be supported  
19 by a physician's statement that will verify the inability of the employee to work.

20           Verification of illness may be required by the District for any absence for  
21 which sick leave is claimed.

22           The District shall prescribe rules and regulations indicating the manner of  
23 proof of illness or injury. However, regulations shall not discriminate against treatment and

1 the need thereof by the practice of the religion of any well-organized religious sect,  
2 denomination or organization.

3 Utilization Of Sick Leave During Periods of Vacation

4 Personal illness or injury occurring during a scheduled vacation may be  
5 charged to sick leave provided medical substantiation of illness is furnished by the member.

6 An absence due to personal illness or injury that occurs prior to and extends into a  
7 scheduled vacation may be charged to sick leave.

1 ARTICLE 20

2 JURY DUTY/COURT APPEARANCE

3 The District shall grant paid leaves for members called to serve on jury duty,  
4 subject to the following conditions:

5 Sworn members of the unit are required to claim the Peace Officer exemption  
6 from jury duty service as provided in [REDACTED].

7 Unit members must notify their immediate supervisor of their date of jury duty  
8 at least three (3) working days prior to the date of their tentative appearance as stated on  
9 their jury duty summons.

10 Unit members required to serve on jury duty must obtain written verification  
11 from the appropriate court indicating the date(s) that they actually appeared.

12 Unit members shall be paid the difference between their regular salary and  
13 the amount they receive in the form of jury duty pay exclusive of mileage fees. The District  
14 shall pay the unit member's regular salary and the employee shall remit to the District the  
15 amount received as jury duty pay within ten (10) days of receiving such pay or prior to the  
16 close of the last payroll period of the year, whichever occurs earlier. In the event the unit  
17 member has failed to remit such fees, the District shall be entitled to withhold the  
18 appropriate amount from the unit member's last salary check of the school year.

19 In the event a unit member is required to report for jury duty and is dismissed  
20 prior to the end of his/her normal work day, the unit member need not report to work for that  
21 calendar day.

22 In the event a unit member, responding to a jury duty summons, is required to  
23 call the court offices to receive instructions as to whether or not to report to jury duty, the

1 unit member will report to work per his/her normal work hours and will be excused for the  
2 remainder of the work day if notified to report to jury duty at any time during the day. A unit  
3 member shall be entitled to paid leave to appear in court as a witness, when subpoenaed,  
4 other than as a litigant, or to respond to an official order from another governmental  
5 jurisdiction.

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ARTICLE 21

BEREAVEMENT AND IMMINENT DEATH LEAVE

A unit member shall be granted leave of absence with pay for three (3) days due to death in the immediate family or five (5) days if in excess of six hundred (600) miles round-trip travel is required to attend or arrange for funeral. The Governing Board, upon the recommendation of the Superintendent, may enlarge the benefits at its discretion.

Members of the immediate family are defined as father, mother, sister, brother, daughter, son, wife, husband, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepchild, grandson, granddaughter, grandmother or grandfather of spouse, or any relative living in the immediate household of the unit member.

A maximum of three (3) days of leave without loss of pay in any one (1) school year may be granted for absence due to serious illness or accident, with death imminent, of an immediate member of the family as defined above. Medical verification shall be required to substantiate imminent death leave.

1 ARTICLE 22

2 PERSONAL NECESSITY LEAVE

3 Each unit member shall be entitled at his/her election to utilize up to seven (7)  
4 days leave of absence annually for personal necessity. Such leave shall not be used  
5 merely for an extension of a holiday or vacation or for purely personal convenience and it  
6 shall be deducted from the unit member's accumulated sick leave.

7 Personal necessity leave shall be granted to each unit member upon  
8 application to the unit member's principal or other immediate supervisor at least two (2)  
9 days before taking such leave (except in the case of an emergency). Requests for  
10 personal necessity leave shall include a statement as to the evidence of one or more of the  
11 following reasons:

- 12 1. Death or serious illness of a member of his/her immediate family when  
13 leave is required beyond that provided by District policy.
- 14 2. Accident involving his/her person or property or the person or property  
15 of a member of his/her immediate family.
- 16 3. Appearance in court before any administrative tribunal as a litigant,  
17 party, or witness under subpoena or any order made with jurisdiction.
- 18 4. Items of an emergency nature, involving circumstances which could  
19 not be anticipated and/or which involve extenuating circumstances and  
20 which are not based on personal convenience and which prevent the  
21 employee from performing his/her normal duties.

22 Violators of personal necessity leave shall be subject to appropriate  
23 disciplinary action.

1                    In the event that a unit member fails to provide two days' advance notice of  
2 that personal necessity leave request, the circumstances preventing the submission of  
3 such requests in a timely manner shall be explained to the supervisor.

1 ARTICLE 23

2 PARENTAL LEAVE

3 In cases of pregnancy, the unit member may request a leave of absence  
4 without pay for a period not to exceed one (1) school year. At the end of the leave, the unit  
5 member shall be reemployed in a comparable position and, when possible, the same  
6 position, provided that the position is not greater than that which the unit member would  
7 have enjoyed if he/she were not on leave.

8 Health and welfare benefits shall not be provided during parental leave unless  
9 paid for by the unit member. During such a leave, a unit member shall maintain, but not  
10 add to, accumulated sick leave or other employee benefits, including seniority.

11 Sick leave may be used for the delivery of a child, for a bona fide medical  
12 disability connected with a pregnancy as verified by a doctor's statement, and for normal  
13 post partum recovery (generally four [4] days). Sick leave may not be used for post partum  
14 care of the infant or for child care.

15 Upon request, the Board shall provide a unit member who is a natural or  
16 adopting parent an unpaid leave of absence for the purposes of rearing his/her infant under  
17 3 years of age. The unit member shall notify the District that he/she intends to take such a  
18 leave at a reasonable time prior to the anticipated date on which the leave is to commence.  
19 Upon the unit member's request, the Board may, at its discretion, grant an additional year  
20 of parental leave to a maximum of two (2) school years.

21 The terms of this Article do not abrogate or abridge the rights of the employee  
22 under the Family Medical Leave Act.

ARTICLE 24

PERSONAL LEAVE

Urgent or Personal Business

A personal leave of absence without pay for not more than thirty (30) working days may be granted administratively to transact urgent personal business. The approval or rejections thereof shall be determined on the basis of the position the employee holds, inasmuch as certain positions do not lend themselves to temporary replacements due to the technical nature or level of responsibility of the assignment. The justification and duration of such leaves shall be left to the discretion of the superintendent and if approved, the unit member shall return to same or like position. Leaves of absence in excess of thirty (30) working days are subject to ratification by the Governing Board in accordance with the provisions of Article 18 of this Agreement.

A personal leave shall not be awarded for the purpose of investigating or accepting employment opportunities elsewhere.

1 ARTICLE 25

2 PUBLIC OFFICE LEAVE

3 Every permanent unit member who is elected to public office shall be granted  
4 an unpaid leave of absence from his/her duties as an employee of the District, upon  
5 request, for the term of office. Such absence shall not affect the classification of the unit  
6 member or any rights under this Agreement.

7 No remuneration shall be awarded by the District for such public office duties.  
8 However, during the term of such absence, the permanent unit member may be employed  
9 by the District to render service in less than full-time capacity for such compensation and  
10 conditions as may be mutually agreed upon.

11 Within six (6) months following the expiration of term of office, the unit  
12 member shall be entitled to return to the position held by him/her at the time of his/her  
13 election. The unit member shall be placed on the salary schedule at the level to which  
14 he/she would have been entitled had he/she not absented himself/herself from the District.

15 A substitute employed to replace the permanent unit member on public office  
16 leave shall not have any right to such position following the return of the unit member to  
17 his/her assignment.

ARTICLE 26

MILITARY LEAVE

Unit members on military leave shall be entitled to rights as provided by State and Federal law.

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ARTICLE 27

WORKERS' COMPENSATION

The provisions of Workers' Compensation laws are applicable to employees within the State of California. An employee is defined as a person who is in the employment of another either by oral or written contract and lawfully or unlawfully employed.

The member, together with his/her supervisor, shall complete and forward to the Planning and Risk Management Office Form B-28, Accident Investigation Form, as soon as practicable after an injury occurs.

During the first thirty (30) days subsequent to an injury, the member's medical treatment will be provided by physicians designated by the District or by the physician predesignated by the employee as provided by law. After the first thirty (30) days, if further treatment is required, the member may elect to receive medical care from a doctor of his/her choice.

1 ARTICLE 28

2 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

3 Eligibility

4 It is the legal obligation of the Governing Board to adopt rules and regulations  
5 for industrial accident or illness leave of absence for persons employed in classified  
6 positions.

7 Governing Board policy pertaining to industrial accident or illness leave shall  
8 apply to all members.

9 Length

10 Allowable leave shall be sixty (60) working days in any one (1 ) fiscal year for  
11 each accident or illness.

12 When an industrial accident or illness leave overlaps into the next fiscal year,  
13 the classified employee shall be entitled to only the amount of unused leave due him/her for  
14 the same illness or accident.

15 Allowable leave shall not be accumulated from year to year. Industrial  
16 accident or illness leave shall commence on the first day of absence.

17 Such leave shall be reduced by one (1) day for each day of authorized  
18 absence, regardless of a temporary disability indemnity award.

19 Compensation

20 Any member who is absent because of injury or illness occurring in the  
21 course of employment and for which he/she is receiving temporary disability benefits under  
22 Workers' Compensation shall not be entitled to receive salary from the District which, when  
23 added to temporary benefits, will exceed a full day's salary.

1           Upon termination of an industrial accident or illness leave, the member shall  
2 be entitled to sick leave benefits provided by the District. If the member continues to  
3 receive temporary disability indemnity, he/she may elect to take as much of his/her  
4 accumulated sick leave which, when added to his/her temporary benefits, will result in a  
5 payment to him/her of not more than his/her full salary.

6           When sick leave is used in conjunction with temporary disability benefits, it  
7 shall be reduced only in that amount necessary to provide a full day's salary when added to  
8 such temporary indemnity.

9           The member shall be notified by the District as to the extent or amount of sick  
10 leave being utilized in conjunction with temporary benefits under Workers' Compensation.

11           When a member utilizes sick leave in conjunction with temporary disability,  
12 he/she shall be paid the difference between disability payment and his/her regular salary.

13           Any member receiving benefits during periods of industrial accident or illness  
14 leave shall remain within the State of California unless the Governing Board authorizes  
15 travel outside the State.

16           Any absence which is supported by a doctor's off-work order and which is  
17 verified as qualifying for Workers' Compensation is an absence payable under industrial  
18 illness and accident leave. For special cases that cannot be immediately verified as a  
19  
20 bona fide Workers' Compensation claim, the payroll charge will be made to the member's  
21 sick leave account.

22           If the claim is subsequently approved, an adjustment will then be made  
23 restoring to the member the sick leave previously charged from the first day of absence and

1 a charge made in lieu thereof to industrial illness and accident leave.

2           In the event medical diagnosis or other facts reveal that an injury or illness  
3 originally adjudged to be of industrial origin was not in fact such, payroll adjustments will be  
4 made to the member's sick leave account or such other action taken as necessary to rectify  
5 payroll inequities.

6           When a member receives wage loss benefit checks under the Workers'  
7 Compensation laws in conjunction with industrial accident or illness leave, sick leave,  
8 vacation time, or one hundred (100) day plan benefits, the member shall endorse wage  
9 loss benefit checks to the District. The District in turn shall issue the member appropriate  
10 warrants for payment of wages or salary and shall deduct normal retirement and other  
11 authorized contributions.

1 ARTICLE 29

2 VACATION LEAVE

3 Bargaining unit members hired as of July 15, 1998, shall retain annual  
4 vacation accrual at current levels. Employees hired after July 15, 1998, will accrue  
5 vacation as delineated below:

6 Vacation leave shall accrue from the date the member first renders  
7 probationary service.

8 A member employee shall be given full vacation credit if he/she is employed  
9 prior to the 15th day of the month.

10 Vacations shall be scheduled at the convenience of the District and, as nearly  
11 as possible, at the convenience of the member.

12 Vacations accrued by July 1 shall be taken by the following June 30;  
13 however, up to one (1) year of vacation accrual may be carried over to the following year  
14 pursuant to Education Code 45197. Furthermore, with the approval of the supervisor a  
15 member who cannot use all vacation days may be permitted to carry-over a maximum of  
16 five (5) additional days.

17 A member who resigns or whose employment is terminated shall receive the  
18 paid vacation to which he/she is entitled at the time of severance.

19 Every member shall be allowed vacation leave with pay at the rate of not less  
20 than one (1) working day for each month of service.

21 Beginning with the fifth year of service, paid vacation time shall accrue at the  
22 rate of one and one-fourth (1-1/4) days for each month of service.

23

1                   Beginning with the eleventh year of service, paid vacation time shall be  
2 increased by five (5) days.

3                   If a paid holiday occurs during scheduled vacation, the holiday shall not be  
4 charged against the member's vacation.

1 ARTICLE 30

2 HOLIDAYS

3 Unit members shall be entitled to the following paid holidays provided they are  
4 in paid status during any portion of the working day immediately preceding or succeeding  
5 the holiday:

6 Third Monday in January (Martin Luther King Day)

7 February 12 (Lincoln's Birthday)

8 Third Monday in February (Observance of Washington's Birthday)

9 Friday of Spring Student Nonattendance Days

10 Last Monday of May (Memorial Day)

11 July 4 (Independence Day)

12 First Monday in September (Labor Day)

13 September 9 (Admission Day)

14 November 11 (Veteran's Day)

15 Thanksgiving Day (plus adjacent Friday)

16 Christmas Day

17 New Year's Day

18 When a legal holiday herein listed falls on a Sunday, the following Monday  
19 shall be a holiday. When a legal holiday herein listed falls on a Saturday, the preceding  
20 Friday shall be a holiday.

21 The District shall grant one (1) additional paid local holiday in connection with  
22 Christmas Day and one (1) additional paid local holiday in connection with New Year's Day.

23 The District shall grant one (1) additional paid non-work day for unit members

1 to be known as a District Free Day. This holiday shall be taken at the discretion of the  
2 District, not to disrupt services to students, departments, or sites, and in a way which limits  
3 the need for substitute coverage.

ARTICLE 31

SAFETY AND HEALTH

The District shall make reasonable provisions for the safety and health of the members during the hours of employment, and to review conditions brought to its attention for any corrective action which may be necessary.

Protective devices and other articles necessary to properly safeguard the health of members and protect members from injury shall be provided by the employer. Members shall comply with the District's reasonable rules, regulations and directives for wear and use of safety equipment as well as the District's reasonable rules, regulations, and directives designed to provide a safe and healthy workplace.

The District and the Association agree to the establishment of a safety committee comprised of representatives of the District and the Association, and which shall meet at regular intervals to be determined for the purpose of discussing any issues related to work place safety.

1 ARTICLE 32

2 SALARIES AND FRINGE BENEFITS

3 HEALTH AND WELFARE BENEFITS

4 The District will continue to fund the present fringe benefits program. Any  
5 change in provider or substantial increase will be subject to meet and negotiate.

6 SCHEDULE A: MEDICAL PLAN AND OPTIONAL DENTAL PLAN

7 Eligibility for district-paid contribution for all benefits in the current fringe  
8 benefit program will be in accordance with the following schedule:

9

10	Regularly	Percentage of
11	Assigned	Full-Time
12	<u>Hours Per Day</u>	<u>Benefits</u>
13		
14	7.0 -8.0	100.0
15	6.0 -6.9	75.0
16	5.0 -5.9	62.5
17	4.0 -4.9	50.0
18	3.0 -3.9	37.5
19	2.0 -2.9	25.0

20

21 Bargaining unit members hired or returning on or before the 15<sup>th</sup> day of the  
22 month shall receive full monthly benefits. Bargaining unit members hired or returning on  
23 the 16<sup>th</sup> day of the month or after shall not receive benefits until the 1<sup>st</sup> day of the following  
24 month, as follows:

1 Health and Welfare

2	<u>Hire Date</u>	<u>Effective Coverage Date</u>
3	January 1 through January 15	February 1
4	January 16 through January 31	March 1
5	February 1 through February 15	March 1
6	February 16 through February 28 (29)	April 1
7	March 1 through March 15	April 1
8	March 16 through March 31	May 1
9	April 1 through April 15	May 1
10	April 16 through April 30	June 1
11	May 1 through May 15	June 1
12	May 16 through May 31	July 1
13	June 1 through June 15	July 1
14	June 16 through June 30	August 1
15	July 1 through July 15	August 1
16	July 16 through July 31	September 1
17	August 1 through August 15	September 1
18	August 16 through August 31	October 1
19	September 1 through September 15	October 1
20	September 16 through September 30	November 1
21	October 1 through October 15	November 1
22	October 16 through October 31	December 1
23	November 1 through November 15	December 1
24	November 15 through November 30	January 1
25	December 1 through December 15	January 1
26	December 16 through December 31	February 1

1           New bargaining unit members must submit written designation of approved  
2 benefits to the Human Resources Office within thirty (30) days following the date of  
3 employment. Bargaining unit members who desire to alter their benefit participation must  
4 submit written designation thereof to the Benefits Office no later than the last working day  
5 of September in each successive year of this Agreement. Failure of bargaining unit  
6 members to timely designate benefits will disqualify them from eligibility for the month(s) in  
7 which the designation was not made on time. Once such designations have been timely  
8 submitted, they cannot be changed during the school year.

9           Benefits and conditions of the various programs are to be determined by their  
10 respective carriers. Any and all disputes arising out of the carriers' administration of their  
11 respective plans are to be resolved between the carrier and the affected bargaining unit  
12 member and are specifically excluded from the Grievance Procedure of this Agreement.

### 13 Re-opener

14           There shall be a re-opener for negotiations for a possible "equity adjustment"  
15 in compensation four months following implementation of this agreement, or upon  
16 implementation of the State budget, whichever, occurs last. The District and Association  
17 expressly acknowledge that the agreement to provide this re-opener does not in any way  
18 indicate that the Association is or will be entitled to any such "equity adjustment."

19           Effective July 1, 1998, members shall receive an increase in overall  
20 compensation equal to the state-funded COLA, with such state-funded COLA to be applied  
21 to both base salary and as an offset to any increase in the cost of fringe benefits, including  
22 but not limited to increases in health/dental insurance coverage.

23           This re-opener for an "equity adjustment" may, at the discretion of the

1 Association, also address any disparity between the State COLA for the Association as  
2 compared to the COLA assigned to any other District bargaining unit.

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ARTICLE 33

BULLETIN BOARD AND MAIL SERVICES

The Association shall have the right to postdated notice with an appropriate Association identification, regarding activities and matters of Association concern on designated bulletin boards, at least one (1) of which shall be provided at the Police Services facility.

The Association may use the District mail service for communications to bargaining unit members. Copies of all Association material posted or distributed for general Association information shall be mailed by District mail to the Superintendent in a specially designated envelope indicating immediate delivery to the Superintendent prior to the time the information is posted, distributed, and/or placed in the District mail.

Fifty (50) copies of all Association material posted or distributed for general Association information shall be mailed by District mail to the Superintendent in a specially designated envelope indicating immediate delivery to the Superintendent prior to the time the information is posted, distributed, and/or placed in the District mail.

1 ARTICLE 34

2 CLOTHING

3 Employees are required to report to work dressed appropriately and  
4 professionally in uniform or other clothing as directed by the District, and practice personal  
5 hygiene consistent with the job in which they are employed.

6 To the extent that the District requires the wearing of uniforms, the District  
7 shall provide each member who is in the School Resource Officer classification an annual  
8 uniform allowance in the amount of seven hundred dollars (\$700.00) payable each year on  
9 July 1 in a separate disbursement aside from their regular pay warrant from the District.  
10 The disbursement shall begin on July 1, 2005, at which time District paid for dry cleaning  
11 shall be discontinued. Association members shall be responsible for the cleaning and  
12 upkeep of their uniforms at their expense thereafter.

13 For newly-hired unit members, the District will provide vouchers in an amount  
14 sufficient to purchase the following:

15 Five (5) duty shirts (short-sleeved or long-sleeved at the member's discretion)

16 Three (3) pairs duty pants, navy blue with sap pocket

17 One (1) garrison belt, basketweave

18 One (1) duty jacket/chill chaser

19 One (1) pair duty shoes or boots

20 Association members who are in their probation year at time of this contract  
21 ratification shall not be eligible for the subsequent annual allowances until their anniversary  
22 hire date and every year thereafter. All new Association members will also receive their  
23 annual allowance on their anniversary date. Permanent Association members shall receive

1 their allowances as above, every July 1, 2005.

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ARTICLE 35

MILEAGE ALLOWANCE

School District vehicles are to be used for school business only. District employees are required to use School District vehicles when available.

If a District vehicle is not available, an employee may use his/her private vehicle for school business subject to prior approval by the site administrator or the employee's immediate supervisor. In such event, the site administrator or immediate supervisor will review the mileage incurred and submit a request for reimbursement to Business Services. No such request shall be allowed without the signature of the site administrator or supervisor verifying that the vehicle was used for school business. In the event of such verification, the employee shall be reimbursed, upon request, at the current IRS business rate adjusted each fiscal year. Under no circumstances shall mileage reimbursement apply to travel between the employee's residence and his/her place of work; mileage reimbursement shall be strictly limited to use for authorized school business.

ARTICLE 36

CONCLUSIVENESS OF AGREEMENT

During the term of this Agreement, the District and the Association expressly waive and relinquish the right to meet and negotiate and agree that, except by mutual agreement, neither shall be obligated to meet and negotiate with respect to any subject or matter covered in this Agreement.

During the term of this MOU, any change in a mandatory subject of bargaining as defined by law will not be implemented until the District has satisfied its statutory duty to meet and negotiate in good faith, and including exhaustion of impasse resolution procedures as necessary.

1 ARTICLE 37

2 TERMINATION DATE

3 Terms and conditions of this agreement shall be for a period of four (4) years  
4 commencing July 1, 2003 and ending June 30, 2007. This agreement shall thereafter  
5 continue until a new agreement is reached between the District and Association.

6 There shall be annual re-opening of negotiations at the request of either the  
7 Association or the District, with such request to be made in writing and post-marked no  
8 earlier than May 1 (or the closest regular business day thereto) and no later than June 1 (or  
9 the closest regular business day thereto).

10 Any such re-opener of negotiations shall be limited to:

- 11 a. Salary
- 12 b. Benefits
- 13 c. Two (2) additional Articles of the Memorandum of Understanding  
14 during the first re-opener period and one (1) additional article during  
15 the second re-opener.

1 ARTICLE 38

2 RETIREMENT HEALTH BENEFIT PROGRAM

3 Effective October 1, 1978, bargaining unit members who retire after:

4 1. Thirty (30) years of service in the Fontana Unified School District with the  
5 retirement at age fifty-five (55); or

6 2. Twenty-five (25) years of service in the Fontana Unified School District  
7 with retirement at age fifty-eight (58), according to District records, shall be eligible to  
8 continue participation in the District-sponsored medical insurance plan until the last day of  
9 the month in which the bargaining unit member reaches his/her 65th birthday, provided that  
10 the unit member has been covered under the plan for the five (5) years immediately  
11 preceding retirement. Retiree benefits shall terminate prior to age sixty-five (65) upon  
12 eligibility of the bargaining unit member for coverage under the plan of the spouse or  
13 another employer.

14 Effective October 1, 1981, bargaining unit members who retire after fifteen  
15 (15) years of service in the Fontana Unified School District with retirement at age fifty-five  
16 (55), according to District records, shall be eligible to participate in the District-sponsored  
17 medical insurance plan for any period of five (5) consecutive years between the time of  
18 retirement and the last day of the month in which the bargaining unit member reaches  
19 his/her 65th birthday, provided that the unit member has been covered under the plan for  
20 the five (5) years immediately preceding retirement. The years specified must be  
21 consecutive, and the period specified may not extend past the last day of the month in  
22 which the bargaining unit member reaches his/her 65th birthday. Five (5) years of  
23 coverage shall be the maximum entitlement. Retiree benefits shall terminate prior to age

1 sixty five (65) or prior to usage of the full entitlement upon eligibility of the bargaining unit  
2 member for coverage under the plan of the spouse or another employer.

3           Bargaining unit members who are eligible to retire effective October 1, 1986,  
4 and thereafter, along with their eligible dependents, shall be eligible to participate in a  
5 District-sponsored health and welfare plan, which shall include medical, dental, vision, and  
6 life insurance protection. In order to be deemed eligible, a bargaining unit member must  
7 have fifteen (15) years of service in the Fontana Unified School District with retirement at  
8 age fifty-five (55) or older, according to District records. Participation shall be for a  
9 maximum period of six (6) consecutive years to commence at the time of retirement,  
10 provided that the unit member has been covered under a plan for the three (3) years  
11 immediately preceding retirement. With regards to life insurance, coverage shall be  
12 effective only until age seventy (70). This benefit of continued coverage for a surviving  
13 spouse and other eligible dependents shall only apply to unit members who retire and  
14 commence participation in the Retirement Health Benefit Program under this Article on or  
15 after October 1, 1986, and who die prior to termination of the program leaving a surviving  
16 spouse.

17           As an option to the above retirement provision, bargaining unit members who  
18 are eligible for retirement effective October 1, 1988, under these provisions may elect to  
19 participate in the District-sponsored medical insurance plan for a period of eight (8)  
20 consecutive years to commence at the time of retirement. Under these provisions, retirees  
21 would not enjoy dental, vision, and life insurance protection.

22           The surviving spouse of a unit member who dies prior to expiration of his/her  
23 Retirement Health Benefit Program under this Article shall be entitled to continued benefits

1 for the remainder of the original six (6) or eight (8) year program. For retirees who selected  
2 the full Health and Welfare Plan for six (6) years, the survivor benefits shall be limited to  
3 medical, dental, and vision. For retirees who selected medical protection only for period of  
4 eight (8) years, the survivor benefits shall be limited to medical only. In neither case shall  
5 the benefits include life insurance protection for the surviving spouse.

6 The District's maximum health and welfare benefits allowance to the retiree  
7 shall be for a maximum of six (6) consecutive years and shall be equal to active employee  
8 health and welfare benefits in accordance with the following schedule:

9 Regularly Assigned	Maximum Tenthly Contribution
10 <u>Hours Per Day*</u>	<u>(Excluding July and August)</u>
11	
12 7 - 8.0	100.0%**
13 6 - 6.9	75.0%
14 5 - 5.9	62.5%
15 4 - 4.9	50.0%
16 3 - 3.9	37.5%
17 2 - 2.9	25.0%

18 \*Average hours per day worked during the last three (3) years of  
19 employment prior to retirement.

20 \*\*Percentages may vary depending upon Article 35 negotiations  
21 agreement.

22 For married couples both of whom are employed by the District,  
23 arrangements may be made at the time of retirement for the health and welfare benefits to

1 be utilized in a consecutive manner rather than concurrently. In this way, the protection to  
2 be enjoyed by married retirees may be expanded to a maximum of twelve (12) years for full  
3 health and welfare benefits or sixteen (16) years for medical benefits only. Under these  
4 circumstances wherein unit members would seek to defer the engagement of benefits for  
5 period of time not to exceed six (6) years due to eligibility under these provisions, the  
6 District's responsibility to pay for fringe benefits shall remain at the same dollar amount in  
7 effect at the time of retirement. When benefits are subsequently engaged by the  
8 bargaining unit member, the retiree would be responsible to pay the difference in the rates  
9 from the date of retirement to the commencement of the benefits. Once the retiree's  
10 participation is commenced, the retiree's contribution shall remain constant and any  
11 subsequent increases in the costs of the benefit programs would be borne by the District.

12           Bargaining unit members serving the Fontana Unified School District with 35  
13 or more years of service will be granted lifetime medical benefits for the employee and  
14 spouse during the lifetime of the employee. Full retirement benefits shall be granted to the  
15 surviving spouse of an employee who qualified for lifetime benefits under Article 43 until  
16 said surviving spouse remarries, or is eligible for Medicare benefits, but under no condition  
17 longer than eight (8) years. Notwithstanding the above, the retiring employee and spouse  
18 will retain eligibility for the 6- or 8-year benefit option selected by the retiree.

19           For purposes of the foregoing, completion of seventy-five percent (75%) of  
20 the duty days within a fiscal year shall constitute completion of a year of service. For the  
21 purposes of this Article only, paid status shall exclude time elapsed during unpaid leaves of  
22 absence for three (3) months or more and terminations of employment.

23           Retirees shall be responsible for payment for Health and Welfare benefit

1 selections which exceed the benefits provided herein.

2           The Board may, at its sole discretion after consultation with the Association,  
3 provide retiree health and welfare benefits provided herein when in its consideration the  
4 circumstances of an individual situation warrant such action.

5           Bargaining unit members who are eligible to retire effective July 1, 1992, and  
6 thereafter, shall be eligible to participate in a District-sponsored health and welfare plan,  
7 which includes medical, dental, vision and life insurance protection. In order to be deemed  
8 eligible, a bargaining unit member must have fifteen (15) years of service with the District  
9 with retirement at age fifty (50) or older according to District records.

#### 10 EARLY RETIREMENT INCENTIVE PROGRAM (GOLDEN HANDSHAKE)

##### 11 General

12           The District will establish an Early Retirement Program (ERIP) in accordance  
13 with Government Code Section 20856. Application of this section shall in no way impair  
14 access of the bargaining unit members to retirement benefits as identified in other sections  
15 of this article.

##### 16 Eligibility

17           Current unit members shall be eligible based on the following criteria:

18           Length of service - Applicants must have a minimum of five (5) years of  
19 retirement credit earned by service in the Fontana Unified School District. A year of service  
20 is defined as completion of 75% of the duty in a fiscal year. For purposes of this article only  
21 paid status shall exclude time elapsed during unpaid leaves of absence for three months  
22 or more and terminations of employment.

23           Letters of Retirement - Applicants shall submit a letter of intent to retire under

1 these provisions.

2 Benefits

3 Applicants shall be entitled up to a maximum of two (2) years of service credit  
4 regardless of credited service not to exceed the lapsed period of time intervening between  
5 the date of the member's retirement and the date the member attains normal retirement  
6 age as determined by PERS Board. The benefit of up to an additional two (2) years service  
7 credit shall be provided.

8 Savings

9 Participation in this program shall not result in a permanent reduction in the  
10 work force of the Classified unit. Temporary reduction in force as a result of this program  
11 will not exceed six (6) months in duration. Other than savings from temporary reduction in  
12 force as noted above, savings will be derived from the difference in the new employee's  
13 pay rate and benefits and the retiree's pay rate and benefits (such savings to be analyzed  
14 as the aggregate two-year savings of all proposed participants in any given year).

15 Modification

16 It is the intent of the parties that this program be pursuant to and in  
17 compliance with legislative provisions. In the event such provisions are modified by  
18 subsequent legislative action or that of a court of competent jurisdiction, the terms of the  
19 program shall be modified accordingly.

20 Procedure

21 The District shall offer a single "window period" per year which shall conform  
22 to the requirements of law.

1 ARTICLE 39

2 ASSOCIATION RIGHTS

3 The Association being the exclusive representative for the purpose of meeting  
4 and negotiating shall fairly represent each and every employee in the Collective Bargaining  
5 Unit.

6 The District shall furnish the Association, upon request, information which is  
7 necessary, appropriate, and relevant for the Association to fulfill its responsibilities in  
8 connection with negotiations, grievance processing, and maintenance of the Collective  
9 Bargaining Agreement. Under normal circumstances, such information shall be provided  
10 within three (3) working days following the request unless otherwise specified by mutual  
11 written agreement.

12 The Association President shall be granted reasonable release time (not to  
13 exceed ten [10] days per fiscal year) from his/her regular duties in the District. The District  
14 will pay 100% of salary and fringe benefits, including other mandated costs, for release  
15 time of the Association President.

16 The District shall pay the President the same salary and fringe benefits  
17 he/she would otherwise have received without loss of seniority or other rights and benefits.

18 It is agreed and understood that while serving in the capacity as President of the  
19 Association, the individual remains an employee of the District.

20 The Association recognizes the obligation to keep appropriate records for the  
21 purpose of establishing the necessary documentation for reimbursement of the costs  
22 involved in this provision which are obtainable through application to the State Board of  
23 Control by the District.

1           Every effort will be made to inform bargaining unit members to direct  
2 communications to the Association representative's headquarters and not at the  
3 Association representative's work site or location. Exceptions to this provision may be  
4 considered appropriate when issues of employee health and safety or matters of urgency  
5 are involved.

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1 ARTICLE 40

2 DRUG AND ALCOHOL TESTING

3 A drug-free and alcohol-free workplace promotes employee safety and health.

4 The District may require that an individual member submit to a drug test in instances  
5 where there is reasonable suspicion that the individual's judgment is possibly impaired as  
6 the result of drug or alcohol consumption, and/or the member has possessed and/or  
7 ingested a controlled substance other than through a lawful prescription issued to the  
8 member. Reasonable suspicion must be determined by a trained district administrator.

9 The District agrees to provide such tests at no cost to the employee. The  
10 District further agrees that such tests be administered while the employee is on the paid  
11 time of the District. The employee will be placed on a paid administrative leave basis  
12 pending the outcome of the drug/alcohol test. If the test is negative, the employee will be  
13 so notified and returned to work. If the test is positive, the test results will be for any other  
14 progressive disciplinary action.

15 In the event that an employee refuses to submit to a drug or alcohol test, such  
16 refusal will be treated as insubordination for which the member will be disciplined up to and  
17 including termination.

18 It is understood and agreed that on-duty use of alcohol, or on-duty use of a  
19 prescribed drug that may impair judgment or ability to perform duties, and either on-duty or  
20 off-duty possession or use of a controlled substance without prescription, will result in  
21 termination.

22 Testing of employees for use of alcohol and/or drugs will be accomplished  
23 through the following procedures:

- 1 A. Employees shall not use, possess or be under the influence of alcohol  
2 or drugs during working hours.
- 3 B. Employees shall not unlawfully manufacture, sell, distribute, dispense, possess,  
4 or use alcohol or drugs on District property, at work, or while on duty.
- 5 C. Employees shall not have their ability to work impaired as a result of the use of  
6 alcohol or drugs. An employee whose work is impaired for a legitimate reason,  
7 such as the use of medically prescribed medications and drugs, should contact  
8 their supervisor to arrange for whatever reasonable accommodation is needed  
9 or available.
- 10 D. If convicted of a criminal drug violation occurring at the workplace, an employee  
11 shall notify his/her supervisor within five calendar days of the conviction pursuant  
12 to federal law.
- 13 E. Employees may be subject to disciplinary action up to and including termination  
14 for criminal drug possession, use, manufacture, distribution or sale occurring on  
15 or off duty.
- 16 F. The District will comply with the provisions of the Public Safety Officers  
17 Procedural Bill of Rights when sworn police personnel are subject to  
18 investigation or discipline in connection with this policy.
- 19 G. Employees reasonably believed to be under the influence of alcohol or drugs  
20 shall be prevented from engaging in further work and shall be detained for a  
21 reasonable time until he or she can be safely transported from the work site.

22 Employees who think they may have an alcohol or drug usage problem are urged to  
23 voluntarily seek assistance from the Employee Assistance Program, where one is

1 available, or to contact the Personnel/Employee Relations Director for information on  
2 rehabilitation sources. Referrals by the Personnel/Employee Relations Director will be  
3 handled in a confidential manner.

4  
5 Employees identified as violating this policy may be required to satisfactorily complete  
6 an alcohol or drug abuse assistance/rehabilitation program as a condition of continued  
7 employment. While the District is supportive of those who seek help voluntarily, the  
8 District will be equally firm in identifying and disciplining those who continue to be  
9 substance abusers and do not seek help.

10 2. PROCEDURE

11 A. Determination of Presence of Alcohol, Illegal Narcotics or Illegal Habit Forming  
12 Drugs.

13 1. Each supervisor is responsible for the consistent enforcement of the  
14 prohibition.

15 2. When a supervisor has a reasonable suspicion that an employee is under  
16 the influence of alcohol or drugs, he/she will remove the employee from  
17 the work site to an office or conference room and notify the Department  
18 Head. "Reasonable suspicion" is a belief based on objective and  
19 articulable facts sufficient to lead a reasonably prudent supervisor to  
20 suspect that an employee is under the influence of alcohol or drugs so  
21 that the employee's ability to perform the functions of the job is impaired  
22 or so that the employee's ability to perform his/her job safely is reduced.

23 For example, any of the following, alone or in combination, may constitute

1 reasonable suspicion:

- 2 a. Bloodshot eyes
- 3 b. Slurred speech
- 4 c. Odor of alcoholic beverage on breath
- 5 d. Unsteadiness in walking
- 6 e. Possession of alcohol or drugs
- 7 f. Information obtained from a reliable person with personal
- 8 knowledge

9  
10 The following situations may prompt a supervisor to investigate further for  
11 evidence of objective symptoms which may constitute reasonable  
12 suspicion that the employee is under the influence of alcohol or drugs:

- 13
- 14 a. An accident involving District property;
- 15 b. Physical altercation;
- 16 c. Verbal altercation;
- 17 d. Behavior which is so unusual that it warrants summoning a
- 18 supervisor/manager or anyone else for assistance.

19  
20 The supervisor shall document in writing the facts constituting reasonable  
21 suspicion that the employee in question is under the influence of alcohol  
22 or drugs.

- 23 3. An employee suspected of being under the influence of alcohol or drugs

1 may be ordered to submit to alcohol or drug testing. (Refer to Section 3 -  
2 Alcohol and Drug Testing.) Results of such tests shall be provided to the  
3 Personnel/Employee Relations Director. Only those  
4 managers/supervisors who have a "need-to-know," as determined by the  
5 Personnel/Employee Relations Director or Assistant Superintendent of  
6 Personnel Services, shall have access to alcohol and drug test results.

7 4. Department Heads and supervisors, other than law enforcement  
8 personnel, shall not physically search the person of employees, nor shall  
9 they search personal possessions of employees without the freely given  
10 written consent of, and in the presence of, the employee.

11 5. Managers and supervisors shall notify their Department Head or  
12 designate when they have reasonable suspicion to believe that an  
13 employee may have illegal drugs in his or her possession or in an area  
14 not jointly or fully controlled by the District. If the Department Head or  
15 designate concurs that there is reasonable suspicion of illegal drug  
16 possession, the Department Head shall notify the Police Chief or  
17 designate.

18 6. An employee determined to be unable to perform duties in a satisfactory  
19 or safe manner may be placed on a leave with pay by the Department  
20 Head or designate pending review of the situation.

21  
22 **B. Disposition of Violations of Liquor or Illegal Drug Prohibition**

23 1. Any employee found to be in violation of this prohibition is subject to

1 discipline, up to and including termination.

- 2 2. The District recognizes that the abuse of alcohol or drugs is a progressive  
3 illness which can be arrested if treated in a sensitive and timely manner.

4  
5 Therefore, any disciplinary action shall consider the appropriateness of  
6 and commitment to treatment programs pursued by the employee, the  
7 employee's work record, and the problems created by the employee's  
8 absence.

- 9 3. If an employee is allowed to remain in District employment while  
10 undergoing treatment for an alcohol or drug abuse related problem,  
11 he/she shall authorize the Personnel/Employee Relations direction, or  
12 designate, sufficient access to records, treatment providers, etc., to  
13 adequately monitor progress of treatment and determine capacity to carry  
14 on his/her job.

- 15 4. Failure of an employee who has committed himself/herself to follow a  
16 treatment program or to rigidly adhere to that program will make him/her  
17 subject to discipline, up to and including termination.

18 C. Impairment of Work Performance by Medications and Drugs

19 Employees shall not report to work under the influence of medications or drugs,  
20 or utilize such substances while they are on duty, if their ability to safely and  
21 effectively perform assigned duties is impaired as a result of the use of the  
22 medication or drugs. While use of medically prescribed or legal non-prescription  
23 medications and drugs is not a violation of this policy, taking medications or

1 drugs may interfere with the safe and effective performance of duties or  
2 operation of District equipment. Employees reasonably believed to be under the  
3 influence of prescribed medication or legal non-prescription drugs which may  
4 interfere with the safe and effective performance of duties shall be prevented  
5 from engaging in further work, but shall be detained for a reasonable time until  
6 an authorized District representative can ensure that the employee can reach  
7 home in a safe manner. In the event there is a question regarding an  
8 employee's ability to safely and effectively perform assigned duties while using  
9 such medications or drugs, clearance from a qualified physician will be required.

10 3. ALCOHOL AND DRUG TESTING

11 Alcohol and drug testing is applicable to all employees and applicants to designated  
12 positions with the City.

13 On the Job Alcohol/Drug Test

14 1. Investigation

- 15 a. When a supervisor suspects that an employee may be impaired or  
16 affected by alcohol or drug use, an investigation shall be  
17 conducted promptly and properly.
- 18 b. If it is determined that alcohol/drug testing will be requested,  
19 advise the employee of his/her right to have a representative  
20 present. The representative must be available within a reasonable  
21 time (within one (1) hour.)
- 22 c. To determine whether alcohol/drug testing is appropriate, the  
23 reasonable suspicion guideline described in Section 2 should be

1 followed.

2 d. Review observations with the employee. If determined that an  
3 alcohol/drug test is appropriate during regular business hours, the  
4 supervisor should notify the Personnel/Employee Relations  
5 Director or designate immediately. The Personnel/Employee  
6 Relations Director or designate will contact the District's clinic to  
7 arrange for an immediate alcohol and/or drug test. (See Section i.  
8 for testing after work hours.)

9 e. An employee reasonably suspected of being under the influence  
10 of alcohol will be requested to submit to a breath test administered  
11 at the local agency and/or a blood test administered by a District-  
12 selected clinic.

13 f. An employee reasonably suspected of being under the influence  
14 of drugs will be directed to submit to a urine test administered by a  
15 District-selected clinic.

16 g. An employee will be asked to sign a consent/release form (Exhibit  
17 A) and chain of custody form prior to administration of blood or  
18 urine alcohol/drug tests.

19  
20 h. An employee who refuses to consent to alcohol/drug testing may  
21 be disciplined for misconduct or unsatisfactory job performance up  
22 to and including termination.

23 i. Samples for a blood or urine test will be taken at a District-

1 selected clinic and sent to a National Institute of Drug Abuse  
2 (NIDA) approved laboratory for analysis.

3 1) Between the hours of 9 a.m. and 9 p.m. everyday, urine  
4 and blood tests will be administered by

5 2) Between 9 p.m. and 9 a.m., urine and blood tests will be  
6 administered at the designated Laboratory.

7 j. The supervisor shall arrange for transportation for the employee to  
8 the clinic and to the employee's home following the tests.

9 2. Reasonable Cause Testing

10 An employee must submit immediately to an alcohol and drug test when  
11 requested by a manager or supervisor.

12 Reasonable cause for testing means suspicion based on specific,  
13 personal observation of a supervisor and the Department Head, or  
14 designate. (Whenever possible, two supervisory/management  
15 employees should observe an employee's behavior and participate in the  
16 questioning of an employee.)

17 The supervisor shall document the following in a confidential memo to be  
18 maintained in Department files with a copy to the employee:

19  
20 a. Specific, personal observation concerning the appearance, smell,  
21 behavior, speech, or performance of the employee.

22 b. Violations of a safety rule, or other work incidents which, after  
23 further investigation of the employee's behavior leads the

1 supervisor to believe that alcohol and/or drug use may be a  
2 contributing factor.

3 c. Other physical, circumstantial or contemporaneous indicators of  
4 alcohol or drug use.

5 3. Substances for Which Testing Will Occur

6 The alcohol and/or drug test may test for any substances which could  
7 impair an employee's ability to effectively and safely perform the functions  
8 of his/her job, including, but not limited to the following:

- 9 a. Prescription medications
- 10 b. Marijuana (Cannabinoids)
- 11 c. Cocaine
- 12 d. Opiates (Narcotics such as heroin, morphine, codeine, and other  
13 medical narcotics)
- 14 e. Phencyclidine (PCP)
- 15 f. Amphetamines/Methamphetamines
- 16 g. Barbiturates
- 17 h. Benzodiazepines
- 18 i. Propoxyphene
- 19 j. Alcohol

20 4. Test Results

- 21 a. If the initial screening test is positive, the laboratory will perform a  
22 confirmation test before reporting a positive result to the District.
- 23 b. The Laboratory will notify the Personnel/Employee Relations

1 Director or designate of test results by telephone and a written  
2 report will be mailed. The Personnel/Employee Relations Director  
3 or designate will notify the Department Head or designate, who in  
4 turn will notify the employee.

- 5 c. If the test results are positive, the employee will be given one  
6 working day to present written medical information to the  
7 Department Head or designee showing there is a legitimate  
8 medical explanation for the results, including legally prescribed  
9 medication.

10 5. Confidentiality

- 11 a. Laboratory reports and/or test results will not be placed in an  
12 employee's personnel file. Laboratory reports and/or test results  
13 will be maintained in a separate confidential medical records file  
14 which is maintained in the Personnel Department.
- 15 b. Only those supervisory/management employees who have a valid  
16 "need-to-know" will receive alcohol/drug test results. The results  
17 of individual tests shall not be released to anyone other than those  
18 who have a "need-to-know" without express written authorization  
19 of the tested individual, unless ordered by means of proper legal  
20 procedures and appropriate legal authority (i.e. subpoena) or in  
21 connection with a District disciplinary proceeding.

22 6. Disciplinary Actions

23 The District may take disciplinary action up to and including termination against any

1 employee who:

- 2 a. Tests positive for drugs in an amount that would impair job
- 3 performance.
- 4 b. Tests positive for alcohol in an amount that would impair job
- 5 performance.
- 6 c. Refuses to submit immediately to an alcohol and/or drug test
- 7 when requested by a supervisory/management employee or law
- 8 enforcement personnel, or refuses to submit to a search of
- 9 personal properties if requested by law enforcement personnel.
- 10 d. Adulterates or otherwise interferes with accurate testing required
- 11 pursuant to this policy.

12 4. ALCOHOL/DRUG AWARENESS PROGRAM

13 A. This policy shall be communicated to all employees and reaffirmed at least once

14 annually. All new hires will be given a copy of this regulation and requested to

15 sign a statement that he/she agrees to abide by the terms of this policy.

16 B. The District will maintain an alcohol/drug-free awareness program that will inform

17 all employees about:

- 18
- 19 1. The District's policy and commitment toward maintaining an alcohol/drug-
- 20 free workplace;
- 21 2. The dangers of alcohol and drug abuse in the workplace;
- 22 3. Available alcohol and drug counseling and rehabilitation programs;
- 23 4. The penalties that may be imposed upon employees for alcohol and drug

1 abuse violation in the workplace.

2 5. RESPONSIBILITY

3 A. Department Heads shall:

- 4 1. Disseminate this regulation and ensure that all subordinate employees
- 5 comply with the provisions of this regulation.
- 6 2. Be responsible for the issuance of supplemental departmental policies
- 7 not covered by this regulation.

8 B. Supervisory/management employees shall:

- 9 1. Be fully conversant with the policy and procedures set forth herein and
- 10 responsible for enforcement of this policy.
- 11 2. Be aware of substance abuse indicators, and encourage employees who
- 12 are suspected of substance abuse to refer themselves voluntarily to a
- 13 treatment/rehabilitation program.

14 C. Personnel/Employee Relations Director shall:

- 15 1. Be responsible for maintaining a drug-free awareness program.
- 16 2. Be responsible for establishing and maintaining a list of alcohol and drug
- 17 assistance and rehabilitation services in the area.

18

19 D. Employees shall, as a condition of employment, abide by the terms of this policy

20 and submit immediately to an alcohol and/or drug test when requested by an

21 appropriate District supervisory/management employee or be subject to

22 disciplinary action up to and including termination.

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ATTACHMENT

ALCOHOL AND DRUG ABUSE

ADMINISTRATIVE POLICY

I have received a copy of the District Alcohol and Drug Abuse Administrative Policy.

The term "reasonable suspicion" has been explained to me. The procedure and/or penalty that has been set, if it is determined that I am under the influence of alcohol or drugs during working hours, has also been explained to me.

I understand the procedure following the "reasonable suspicion" and the penalty for being under the influence of alcohol or drugs during working hours.

I agree to abide by the terms of Administrative Regulation , Alcohol and Drug Abuse Policy.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Witness

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

I acknowledge that I have been requested by the District to submit to drug and/or alcohol testing to be administered by a hospital, clinic and/or laboratory designated and chosen by the District, whose purpose and function is to determine whether I am able to perform my job duties.

I understand that the testing is voluntary on my part, that I may refuse to submit, and that such refusal may be grounds for discipline up to and including termination. I further understand that the test results may be released to the District, and that the results may be used as grounds for discipline up to and including termination.

With full knowledge of the foregoing, I hereby agree to submit to a \_\_\_ blood \_\_\_ urine drug and/or alcohol test to be administered by \_\_\_\_\_.

I hereby authorize the medical clinic, hospital, and/or laboratory to disclose all pertinent medical information and all laboratory results to the District. The release by the hospital, clinic and/or laboratory of the information and results by the District shall be for the purpose of providing the District an opportunity to evaluate the information and results and thereby determine whether I am fit to perform my job. The hospital, clinic and/or laboratory is only authorized to release the information and results for a period of up to and including 120 days from the date indicated below.

///

///

///

1 This information shall include laboratory, scientific and other reports and/or tests; analyses of  
2 my condition and substances and/or chemicals which are causal factors for my condition;  
3 diagnoses and prognosis as related to this drug and/or alcohol test. By this authorization, I do  
4 hereby release any doctor, medical personnel, hospital, medical clinic, the District or any of its  
5 representative from any and all liabilities arising from the release or use of the information  
6 derived from or contained in my test results.

7  
8 I acknowledge that executing this authorization is voluntary and that I have the right to receive  
9 a copy of this authorization if I request one.

10  
11  
12 \_\_\_\_\_  
13 Employee Signature

Date: \_\_\_\_\_

14  
15 \_\_\_\_\_  
16 Immediate Supervisor/Manager

Date: \_\_\_\_\_

17  
18 \_\_\_\_\_  
19 Witness

Date: \_\_\_\_\_

20  
21 s:drugabu2.pol

22