

ARTICLE XIII

SUMMER EMPLOYMENT

XIII.1 **GENERAL PROVISIONS**

- A. The District shall notify all regular ten (10) month employees in each classification about employment opportunities by classification during the summer by placing notices in all work areas of affected employees. Employees shall be allowed to sign up for consideration for summer work annually.
- B. Duration of summer employment will be determined by the length of the program at the assigned worksite.
- C. Permanent ten (10) month employees working during the summer shall be paid according to the classification in which they work.
- D. Only permanent employees are eligible for summer employment, unless none, or not enough, permanent employees apply for the available summer positions.

XIII.2 **CLERICAL/CLASSROOM EMPLOYEES**

- A. Summer school clerical/classroom employees covered by this Agreement shall be hired from the work site according to work site seniority of the applicants prior to other nine (9) or ten (10) month employees being considered.
- B. For purposes of summer employment, "work site" shall mean the school or center where a summer school session is held. "Clusters" shall include all schools/centers whose students are enrolled in a specified work site's summer session. When students are assigned to designated "cluster" schools for summer sessions, all schools/centers which serve students during the regular school year shall be assigned to a cluster for purposes of summer school employment.
- C. Employees will first be hired by work site seniority within classification at the summer school work site. If no one, or not enough employees in that classification at that work site wants to work summer, the position(s) will be opened to other employees at that work site, by seniority, who are in the same or lateral positions. If the position(s) remains unfilled, it will be opened to employees within that summer school cluster by district seniority within that classification. If the position(s) still remains unfilled, it will be opened to employees District-wide by District seniority within that classification.

XIII.3 **BUS OPERATORS AND BUS ASSISTANTS**

- A. A summer employment register for Bus Operators will be established annually for summer employment.

- B. A summer employment register for Bus Assistants will be established annually for summer employment.
- C. Regular ten (10) month employees shall have the opportunity for summer employment in order of District seniority.
- D. Bus Operators may sign up for both the driving and assistant registers, however, bus assistants in the regular school year shall be placed in bus assistant positions first. If insufficient bus assistants apply, bus operators shall be offered the opportunity to accept bus assistant positions.
- E. Employees who sign up for the registers may accept or reject a summer position when offered. If they accept a job on any register, their name will be deleted from the other register. Employees who accept substitute work shall be considered for other positions which become available.
- F. Regular Bus Operators who are only able to be assigned as substitutes in the summer program, shall be paid their regular rate of pay. Routes for summer programs shall be offered by seniority as early as possible after summer sites are determined. Add on runs for time shall be offered to the most senior drivers first, in their geographical area.
- G. Those employees who sign up for the summer registers who are not offered summer work shall constitute the pool of summer substitutes and shall be offered substitute work based on their District seniority. If an employee is off his/her bus, except for sick leave, more than five (5) consecutive days, he/she forfeits their summer employment. The next senior employee on the summer register will be offered the job, and may accept or reject. If it is estimated that the job will involve less than ten (10) working days, substitutes will be used. If the job will encompass more than ten (10) working days, a rejection by the next senior employee on the register for the job will cause them to forfeit their position, i.e., seniority on the register.
- H. Only Bus Operators and Bus Assistants who sign up for summer work shall be offered an opportunity to sign up for the summer field trip list, however, an employee who is offered summer work but who refuses the summer work shall be removed from the summer field trip list.
- I. Issues and problems relating to Bus Operator and Bus Assistant summer employment will be addressed cooperatively by the Union and the District through the Bus Employee Committee.

XIII.4 FOOD SERVICE PERSONNEL

- A. Kitchens designated as summer centers shall be posted as early as possible after they are determined. Employees will be provided an opportunity to request summer work annually.

- B. Regular ten (10) month employees who request summer work but who are not placed shall form the pool for substitute workers. No temporary or substitute workers may be called for summer substitute work unless no regular ten (10) month employee accepts.
- C. Food Service Assistant summer school employees covered by this Agreement shall be hired by work site seniority, prior to other nine (9) or ten (10) month employees being considered. Summer jobs will be assigned to employees most able to perform the task as determined by the Supervisor.
- D. Food Service employees who drive satellite vehicles during summer school shall be paid five percent (5%) extra.
- E. In schools which serve as Summer School centers, one (1) day of set up time shall be provided prior to the beginning of the summer session and one (1) day of time shall be provided immediately following the summer session for closing the kitchen.
- F. The Food Service Committee shall have input regarding operation of the Food Service program during the summer.
- G. Food Service Manager and Assistant Manager Summer Employment
 1. One (1) seniority lists, one (1) for Managers and one (1) for Assistant Managers, based on classification and District seniority, will be followed in determining summer employment assignments. These lists will include all Manager and Assistant employees. For purposes of assignment to the Manager or Assistant Manager list, employees' regular, permanent classification will be used rather than any classification held based on a temporary promotion/assignment.
 2. The School Food Service Department will develop a list of available Manager and Assistant Manager summer assignments, ranking projected base kitchen configurations from largest to smallest. The most senior employee from the appropriate job classification will be contacted first to make their selection from the available assignments. The list will then be followed in District seniority order until all of the available positions are filled. If Manager and Assistant Manager positions become available following the initial assignment process, selection will resume with the next most senior employee on the list. Any manager/assistant manager agreeing to work summer school will be paid at their current classification (Exception: A position at their current classification is available and they elect to work in a lower classification.) If a manager needs to be placed in an assignment in a higher classification he/she will be paid according to the classification in which he/she works.
 3. If an employee declines to work in an available Manager or Assistant Manager position in their classification when contacted, for any reason other than appropriately documented medical reasons, she/he shall be required to sign a written waiver stating that she/he does not wish to select an assignment for that summer and that she/he understands she/he will not have an opportunity to work

summer in her/his classification until the next year in which her/his name, in District seniority order, appears on the list.

4. If an employee declines to work summer for a medical reason, she/he shall be required to provide verification from a licensed physician that a medical reason exists. That employee will be held in her/his position on the rotation list to be contacted for summer employment the following year.
5. If an employee accepts a summer position in his/her classification and then declines the position prior to working the assignment, for any reason other than appropriately documented medical reasons, the Food Service Committee shall meet to determine if she/he will be rotated on the summer employment list until the next year in which her name, in District seniority order, appears on the list; or, if she/he will be held in her/his position on the rotation list to be contacted for summer employment the following year. If it is determined the employee shall be rotated on the list, she/he shall be asked to sign a waiver as described above.
6. If an employee is contacted to work less than thirty (30) days prior to the start of the summer program, and declines, she/he shall not be rotated on the Summer Assignment seniority list.
7. If, after the initial assignment process, Assistant Manager position(s) remain unfilled, School Food Services shall go to the seniority list for managers and begin with the next most senior employee on that list to fill the remaining Assistant Manager positions. If a Manager works in or declines an Assistant Manager position, it shall not affect her/his place on the summer seniority list for her/his classification. In addition, after all Manager and Assistant Manager summer positions are filled a manager or assistant manager's acceptance of a Food Service Assistant summer assignment shall not affect her/his place on the Manager/Assistant Manager summer seniority list for subsequent summers.
8. The parties agree to communicate as needed pertaining to issues that may arise regarding Manager and Assistant Manager summer employment assignments. The parties agree to meet on at least an annual basis to review the successes and problems associated with this rotation system for Manager and Assistant Manager summer employment, and to make mutually agreed upon changes to these guidelines.
9. Food Service Managers in classifications 1-4 who chose to work as a Food Service Assistant I (FSAI) in an unfilled vacancy during

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No Changes

the summer months will do so in the FSAI pay grade 9 at his/her current step including any applicable longevity. While working in the FSAI classification, they will not be expected to work outside the classification that they are being asked to work during that time period.