

AGREEMENT
BETWEEN
THE
BOARD OF EDUCATION OF THE
POWAY UNIFIED SCHOOL DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 221

July 1, 2007 - June 30, 2010

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Appendix "A" Members of the Service Employees International Union, Local 2028

Appendix "B" Salary Schedule - Service Employees International Union, Local 2028

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ARTICLE 1

DEFINITION OF TERMS

1.1 Definitions

1.1.1 "The Act" means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.

1.1.2 "Board" as used herein is the Board of Education of the Poway Unified School District.

1.1.3 "Union" means Service Employees International Union, Local 2028.

1.1.4 "Classified Employee" means a member of the unit.

1.1.5 "District" means the Poway Unified School District.

1.1.6 "Exclusive Representative" refers to Service Employees International Union, Local 2028.

1.1.7 "Member of the Unit" refers to all classified employees who are part of the Operations Support Services unit certified by the Public Employment Relations Board of August 13, 1988. All management, confidential, and supervisory employees and all other classified employees are excluded from the unit. A specific description of the composition of the unit is attached hereto marked as Appendix "A".

1.1.8 "Negotiable Items" shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment mean health and welfare benefits as defined by Section 53200 of the Government Code, leave and transfer policies, safety conditions of employment, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546 of the Act, and procedures for processing grievances 3548.5, 3548.6, 3548.7, and 3548.8 of the Act.

1.1.9 "Permanent Employee" is a regular employee who has successfully completed an initial probationary period.

1.1.10 "Probationary Employee" is a regular employee who will become permanent upon the successful completion of a prescribed probationary period.

1.1.11 "Regular, Full-Time Employee" is defined as a member of the unit who is assigned to work eight (8) hours a day over a ten (10), eleven (11), or twelve (12) month annual work schedule.

- 1 1.1.12 "Regular, Part-Time Employee" is defined as a member of the unit who is
2 assigned to work less than the regular full-time employee as defined in this
3 agreement.
4
- 5 1.1.13 "School Year" refers to the yearly period from July 1 to June 30.
6
- 7 1.1.14 "Seniority" shall be based upon initial hire date in probationary status.
8
- 9 1.1.15 "Days" as used in this agreement refer to workdays unless otherwise
10 specified i.e., calendar days. "Days" also refers to days in which the District
11 administrative offices are open for business.
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ARTICLE 2

RECOGNITION AND NEGOTIATION PROCEDURES

2.1 Recognition

2.1.1 For those employees included in the unit for the negotiations as set forth in Section 1.1.7, the Board hereby recognizes the union as the exclusive negotiating representative of the members of the unit. All newly created positions shall be designated as management, confidential, supervisory or bargaining unit positions by the Superintendent. Following consultation with the union, disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution.

2.1.2 No other group or organization or representative shall be permitted to engage on behalf of any employee included in the unit in any meeting and negotiating with the district over wages, hours, health and welfare benefits as defined in Government Code Section 53200, leave and transfer policies, safety conditions of employment, procedures to be used for the evaluation of employees, organizational security, and procedures for processing grievances pursuant to Sections 3548.5, 3548.7, and 3548.8 of the Act and other related areas of negotiations required by binding court and/or California PERB decisions.

2.1.3 The Exclusive Representative recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or the duly authorized representative designated by the Board to act in its behalf. The exclusive representative agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any Board member or administrator. The exclusive representative agrees that neither it nor its members or agents will attempt to represent in any negotiations or grievances the interests of anyone other than members of the bargaining unit.

2.2 Negotiations Procedure

2.2.1 On or about April 1, 1997, the exclusive representative shall present to the Board during a public session, in writing, all new proposals covering negotiable items which are to be negotiated for the successor agreement.

2.3 Tentative Agreement

During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.

ARTICLE 3

1
2 **DISTRICT RIGHTS**
3

4 3.1 It is understood and agreed that the District retains all of its powers and authority to
5 direct, manage, and control its operations to the full extent of the law. The only
6 limitations on those powers and authority are the express provisions of this
7 Agreement.
8

9 3.2 Included in, but not limited to, those duties and powers are the exclusive right to:
10 determine its organization; direct the work of its employees; determine the times and
11 hours of operation; determine the kinds and levels of services to be provided, and the
12 methods and means of providing them; establish its educational policies, goals and
13 objectives; ensure the rights and educational opportunities of students; determine
14 staffing patterns; determine the number and kinds of personnel required; maintain the
15 efficiency of district operations; determine the curriculum; build, move, or modify
16 facilities; establish budget procedures and determine budgetary allocation; determine
17 the methods of raising revenue; contract out work in accordance with current district
18 practice, provided prior notice is given to the union, and take any action on any matter in
19 the event of an emergency as defined by law. The Board also retains the right to hire,
20 classify, layoff, evaluate, promote, terminate and discipline employees.
21

22 3.3 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by
23 the District, the adoption of policies, rules and regulations, and practice in the
24 furtherance thereof, and the use of judgment and discretion in connection therewith,
25 shall be limited only by the specific and express terms of this Agreement and then only
26 to the extent such specific and express terms are in conformance with federal and
27 state law. The exercise of any right reserved to the District herein in a particular
28 manner or the non-exercise of any such right shall not be deemed a waiver of the
29 District's right.
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ARTICLE 4

ORGANIZATIONAL SECURITY

4.1 Dues Deductions

The District shall deduct from an eligible member's pay only union dues as indicated on the voluntary payroll deduction assignment form and shall revoke such deduction within thirty (30) calendar days after an employee so indicates revocation on the payroll deduction assignment form.

4.2 Deductions - Other Purposes

Upon appropriate written authorization from a member of the unit the District will deduct from the salary of any member of the unit, and make appropriate remittance for annuities, credit union, charitable donations, or any other plans or programs after such deductions have been approved by the Board of Education.

4.3 Maintenance of Membership

Maintenance of membership – In the event of a successful vote to rescind the fair share dues fair share fee requirement, the following shall be considered to be the dues system for the Poway Unified School District.

4.3.1 Employees who are members of the Union upon the date of Board ratification of this Agreement, or who thereafter join the Union shall maintain their membership in the Union for the term of this Agreement. It is provided; however, nothing herein shall deprive the employee of the right to terminate Union membership within a period of 30 calendar days immediately following the expiration date of the Agreement.

4.3.2 Any agreement between the District and the Union to extend or roll over an Agreement so that a new expiration date is established shall not deprive an employee of the right to terminate Union membership within the 30 day period following the original expiration date of the Agreement.

4.4 Indemnification

The Union shall indemnify and hold the District harmless from any and all claims, demands, suits, damages, attorney's fees and costs, or any other actions arising from the provisions of this Article.

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ARTICLE 5

HOURS OF EMPLOYMENT

5.1 Workweek

5.1.1 The regular forty (40) hours workweek shall consist of five (5) consecutive days, eight (8) hours per day, with two (2) consecutive days off.

5.1.2 Employees working four (4) hours or more per day will be granted a rest period.

5.1.3 The number of work hours assigned to a part-time position shall be determined by the employer.

5.1.4 Employees will be notified of their work hours. When there is a change of work hours of more than one-half (1/2) hour for more than five (5) consecutive working days, the employee will receive a ten (10) working day notice before such change is made, unless mutually agreed to by the employee and the supervisor.

5.1.4.1 The provisions of section 5.1.4 shall be inapplicable to work schedule changes which traditionally occur during summer months or periods when school is in recess.

5.1.5 Employees who work a minimum of five (5) consecutive hours shall be entitled to a one-half (1/2) hour non-paid, duty-free lunch break, as close to the middle point as possible.

5.1.6 It will be the general practice of the District to utilize a Monday through Friday workweek. However, the District reserves the right, when necessary, to alter the workweek. The workweek for full-time employees will include five (5) consecutive days with two (2) consecutive days off unless otherwise mutually agreed upon by the District and employee.

5.1.7 Out of Class

If a unit member is assigned to work in a higher classification for more than five (5) working days within a fifteen (15) calendar day period, the unit member will receive an upward salary adjustment for all days assigned to a higher classification.

The salary adjustment shall be determined by placement of the unit member on the step of the range of the classification in which the unit member is assigned to work which most closely approximates an 8 percent increase in the unit member's salary. However, the maximum adjustment shall be Step 5 of the salary schedule.

1 5.2 Increased Hours - Food Services

2
3 5.2.1 When an existing part-time position is assigned an increase in time of one
4 hour or more per day or when a position is assigned increased time so
5 that it becomes eligible for health and welfare benefits, the position shall
6 be advertised to employees and offered to unit member applicants within
7 the classification. Increased hours to existing positions of less than one
8 hour shall be assigned within the discretion of the District.

9
10 5.2.2 Nothing in this section shall prevent the District from creating new full-time
11 or part-time positions in lieu of increasing hours in existing positions.

12
13 5.2.3 A unit member who has received a current overall unsatisfactory job
14 evaluation shall not be eligible for greater assigned time as discussed in
15 Section 5.2.1 and 5.2.4.

16
17 5.2.4 District sponsored and paid extra work of a temporary nature shall be
18 offered on a rotating basis to the most senior unit member within the
19 classification at the work site. This section shall not apply to the catering
20 programs and A.S.B. sponsored or similar activities where costs are
21 ultimately paid by an organization other than the District.

22
23 5.2.5 Food Service employees will be offered training annually on a variety of
24 topics to improve their job skills and professional development.

1 **ARTICLE 6**

2 **OVERTIME**

- 3
- 4
- 5 6.1 Except as indicated in 19.4 of this Agreement, overtime is defined as all directed
6 work by a unit member in a paid status, in excess of eight (8) hours per day
7 worked either before or after the regular assigned shift or in excess of forty (40)
8 hours per workweek.
- 9
- 10 6.2 Compensation for overtime work shall be at the rate of one and one-half (1-1/2)
11 times the unit member's regular hourly rate. Time and one-half (1-1/2) will be
12 paid for all hours worked on the sixth consecutive day and double time will be
13 paid for all hours worked on the seventh consecutive day.
- 14
- 15 6.3 When employees are required to work on a regularly scheduled day off, they
16 shall receive time and one-half (1-1/2) their regular rate of pay and be
17 guaranteed a minimum of three (3) hours work.
- 18
- 19 6.4 Employees who are required to work on a holiday shall receive regular pay for the
20 holiday plus time and one half (1-1/2) for hours worked during the holiday and are
21 guaranteed a minimum of three (3) hours work.
- 22
- 23 6.5 Compensatory time off may be substituted for overtime pay upon the request of
24 the employee and the approval of the supervisor. Such time off to be computed
25 at the rate of one and one-half (1-1/2) times the number of hours worked as
26 overtime. Such compensatory time off shall be granted within twelve (12)
27 calendar months following the month in which overtime was worked and without
28 impairing the services rendered by the district.
- 29
- 30 6.6 Overtime work at a particular site which is scheduled on a regular and continuing
31 basis, whether weekly, biweekly or monthly, shall first be offered on a rotating
32 basis to unit members at the particular site who desire overtime work.
- 33
- 34 6.7 Additional overtime work, which is not filled under the provisions of Section 6.6, shall
35 be dispensed to unit members who have placed themselves on a departmental
36 overtime list. Any overtime work by a unit member shall affect his/her standing on
37 the departmental overtime list.
- 38
- 39 6.8 Procedures, which relate to the use of overtime eligibility lists, shall be developed
40 in accordance with the provisions contained in Article 15.6.
- 41
- 42 6.9 Nothing in this Article shall restrict the right of management to assign overtime
43 work outside any established rotational system when the overtime work requires
44 particular expertise or special knowledge on the part of an employee (i.e.
45 particular equipment operation, maintenance or a specific familiarity with project,
46 etc.).
- 47

- 1 6.10 An employee who has received a current overall unsatisfactory job evaluation shall
2 not be eligible for overtime work.
3
- 4 6.11 "Call back time" is defined as that time wherein an employee is requested to
5 return to work after having completed an eight (8) hour day. Persons called back
6 shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times the
7 rate of pay.
8
- 9 6.12 Except in unforeseen circumstances, unit members shall be given 24 hours
10 advance notice of overtime work.
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- 12 6.13 Sections 6.2 - 6.9 are inapplicable to bus drivers.
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1 **ARTICLE 7**

2 **VACATION**

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5 7.1 Each employee covered by this Agreement shall accumulate vacation as set forth
6 below. The first date of regular (probationary) employment with the District shall be
7 the basis for the beginning of a year of service for this purpose.

8
9 **LENGTH OF SERVICE:**

9 **AMOUNT OF VACATION TIME:**

10 One (1) through three (3)
11 years

10 Ten (10) days per year .03846 hrs.
11 per hour

12 Four (4) years through (10)
13 ten years

12 Fifteen (15) days per year .05769
13 hrs. per hour

14 Eleven (11) years and over

14 Twenty (20) days per year -- .07731 hrs.
15 per hour

16 More than fifteen (15) years

16 Twenty-two (22) days per year-- .08462
17 hrs. per hour

18
19
20
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23
24 7.2 For purposes of this Article, vacation credit shall be computed at the employee's
25 regular hours per day assignment.

26
27 7.3 Except as limited below, vacation may, with the approval of the employer, be
28 taken at any time during the school year. Vacation dates will be assigned as
29 requested, if possible. Department workloads must also be taken into
30 consideration. When requested by a unit member, supervisors will provide and
31 explanation for requested vacation denial. Unit members whose work year is
32 less than twelve months shall use earned vacation during the winter and spring
33 breaks.

34
35 The number of days of vacation which may be carried forward to a new fiscal
36 year shall not exceed the unit member's annual allowance, except as provided
37 below. Accumulated vacation shall be taken before the end of the fiscal year in
38 which the vacation time was earned. Any excess vacation accrual that a unit
39 member does not take shall be paid out or carried forward to the following school
40 year at the discretion of the District. A written request and justification for
41 exceeding the carryover requirements must be submitted to the immediate
42 supervisor. The supervisor will work with the unit member to develop a plan for
43 using the excess vacation.
44
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1 7.4 Any employee who commences his/her prescribed vacation period and
2 subsequently becomes ill, subject to hospital confinement or physician's care, or
3 bereaved before his vacation period has been completed, shall, if requested, be
4 placed on sick leave or bereavement leave as applicable, in addition to or in lieu
5 of his/her prescribed vacation.
6

7 7.5 Probationary employees may accrue vacation time but are not entitled to use
8 such time until their probationary period has been successfully completed.
9 Probationary employees who are released prior to completing a probationary
10 period, or probationary employees who are not approved for permanent status,
11 are not entitled to any vacation days.
12

13 7.6 If a holiday occurs during the employee's vacation period, such employee, at
14 his/her option, shall be either entitled to a day off in addition to his/her regular
15 vacation or to an additional day off with pay.
16

17 7.7 Upon separation from service, employees shall be entitled to lump sum
18 compensation for all earned and unused vacation.
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1 **ARTICLE 8**

2 **HOLIDAYS**

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5 8.1 The following fifteen (15) holidays are recognized paid holidays by the employer
6 during the term of this contract:

- 7
8 (a) Independence Day
9
10 (b) New Year's Day
11
12 (c) Lincoln's Birthday
13
14 (d) Washington's Birthday (Presidents' Day)
15
16 (e) Labor Day
17
18 (f) Admission Day or an alternate day designated by the Superintendent
19
20 (g) Veteran's Day
21
22 (h) Memorial Day
23
24 (i) Thanksgiving Day
25
26 (j) Day after Thanksgiving Day
27
28 (k) Christmas
29
30 (l) Two (2) days during the winter holiday at a time designated by the
31 Superintendent
32
33 (m) One day in the spring to be designated by the Superintendent
34
35 (n) Martin Luther King Day
36

37 8.2 An employee who is not normally assigned to duty during school recess shall be
38 paid for those holidays occurring during any recess if he/she was in paid status
39 on the day preceding or next succeeding the recess. The local holidays shall be
40 on days when classes are not in session.

41
42 8.3 Should the President, Congress, Governor of California, or the California State
43 Legislature declare a public fast, thanksgiving or holiday which is mandated as a
44 paid holiday for public schools, such days shall be recognized as holidays in
45 addition to those holidays listed in Section 8.1. Additionally, all overtime and
46 holiday provisions of this Agreement shall be observed.
47

- 1 8.4 If a paid holiday is observed on an employee's scheduled day off, he/she shall be
2 paid for the unworked holiday or shall be entitled to an additional day off.
3
- 4 8.5 If a paid holiday is scheduled while an employee is on a paid leave status, then
5 that day shall not be deducted from the employee's accrued leave.
6
- 7 8.6 The specific dates of all holidays will be established in the adopted school district
8 calendar. The exclusive representative shall be entitled to have one
9 representative serve on the District Calendar Committee.

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1 **ARTICLE 9**

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3 **LEAVES OF ABSENCE**

4
5 Leaves of absence are provided employees of this unit in order to provide approved
6 release from duty for the specific purpose stated below:

7
8 **INABILITY TO PERFORM REGULAR DUTIES**

- 9
10 Sick Leave
11 Industrial Accident and Illness Leave
12 Personal Necessity Leave
13 General Leave

14
15 **REQUIRED OBLIGATION**

- 16
17 Judicial Leave
18 Legislative Leave
19 Military Leave
20 Bereavement Leave
21 Personal Leave

22
23 **IMPROVEMENT OF EMPLOYEE**

- 24
25 Absence for Examination
26 Leave of Absence Without Pay
27 Leave to Serve in an Exempt, Temporary or Limited Term Position

28
29 Nothing in this leave policy shall prohibit the District from granting additional leaves of
30 absence or extension of time.

31
32 **INABILITY TO PERFORM REGULAR DUTIES**

33
34 **9.1 Sick Leave**

35
36 9.1.1 Each twelve (12) month classified employee is entitled to twelve (12) days
37 of sick leave annually, with pay, accumulative without limit. The proration
38 is one day per month of service, or major portion thereof, for all employees
39 including those whose service is less than twelve (12) months annually.
40 Credit for leave need not be accrued prior to taking such leave; however,
41 new employees may not take over six (6) days of sick leave until they
42 have completed six (6) months of service. All unaccrued leave taken by
43 an employee under this rule shall be deducted from a final paycheck.

44
45 9.1.2 Proof of illness or injury shall include notification (if possible, prior to absence) to
46 the Superintendent or designee and any further evidence the Personnel Support
47 Services Department may reasonably require. Persons absent more than five (5)
48 days, or who exhibit a pattern of abuse of sick leave, shall be required to submit

1 to the District a practicing physician's statement (Form B-72) that the employee is
2 fit for service.

3
4 9.1.3 Classified employees who work five days per week for the full year but for
5 less than a maximum day are entitled to twelve days sick leave each
6 school year of the same length regularly worked. Should a classified
7 employee be transferred from a day of less than maximum time to one of
8 greater maximum time or should an employee be transferred from greater
9 maximum time to one of lesser maximum time, time shall be altered up or
10 down. Said employee's sick leave account shall be increased or
11 decreased in direct proportion to the ratio of time previously worked per
12 day to time presently worked per day.

13
14 9.1.4 Classified employees hired for less than a full year (i.e., ten months) shall
15 earn sick leave in direct proportion to that earned by a person employed a
16 full year in the same position. However, a new employee of the district
17 shall not be eligible to take more than six (6) days, or the proportionate
18 amount to which he/she may be entitled under this section, until the first
19 day of the calendar month after completion of six (6) months of active
20 service with the district.

21
22 9.1.5 Regular classified employees shall, once each fiscal year, be credited with
23 one hundred (100) working days of sick leave, inclusive of those granted
24 under paragraph 9.1.3. Any such days of sick leave beyond those granted
25 under the first paragraph of this rule shall be compensated at fifty percent
26 (50%) of the employee's regular salary. Paid sick leave under this rule
27 shall not include other paid leave such as holidays, vacations, or
28 compensating time off to which the employee may be entitled.

29
30 9.1.6 If all available sick leave is exhausted, permanent employees may opt to
31 use accrued vacation for illness or injury. Such requests must be in
32 writing, accompanied by proof of illness or injury, and submitted to the
33 Assistant Superintendent of Personnel Support Services or his designee
34 for approval.

35 36 9.2 Industrial Accident and Illness

37
38 9.2.1 Eligibility for Industrial Accident Leave and Industrial Illness Leave accrues
39 immediately by virtue of employment with the employer.

40
41 (a) Industrial Accident and Illness Leave shall be granted for illness or
42 injury incurred within the course and scope of an employee's
43 assigned duties.

44
45 (b) An employee who has sustained a job-related injury shall report the
46 injury on the appropriate district form as soon as possible to the
47 immediate supervisor. An employee shall report any illness on the
48 appropriate District form to the immediate supervisor as soon as
49 possible of knowledge that the illness is an alleged industrial illness.

1
2 9.2.2 Requirements are those provided in compliance with the California
3 Education Code Statutes but will not exceed a maximum of sixty (60)
4 days for each industrial accident or illness. Medical proof of ability to
5 return to work after this leave without limitation or impairment is required.
6 Exceptions may be made for limited workload consistent with district
7 needs and at the discretion of the employer.
8

9 9.3 Personal Necessity Leave

10
11 9.3.1 The employer will grant to each unit employee up to seven (7) days of
12 personal necessity leave with pay per year, deductible from sick leave.
13

14 9.3.2 "Personal necessity" shall be strictly limited to its common and ordinary
15 meaning, to wit: Circumstances which are truly unavoidable, beyond the
16 control of the unit member and in the nature of compulsion. Leave for
17 personal convenience, civic or non-emergency reasons, or
18 circumstances created by the choice of the unit member do not
19 constitute personal necessity leave.
20

21 9.3.3 A maximum of seven (7) days which the unit employee has earned
22 pursuant to leave of absence for illness or injury (sick leave) may be
23 used by the employee for cases of personal necessity, including but not
24 limited to any of the following:
25

- 26 (a) Death of a member of employee's immediate family when additional
27 leave is required beyond the employee's bereavement leave or
28 other leaves granted by the employer.
29
- 30 (b) Accident, involving the employee's person or property, or the
31 person or property of a member of the employee's immediate
32 family.
33
- 34 (c) Appearance in any court or before any administrative tribunal as a
35 litigant, party, or witness under subpoena or any order made with
36 jurisdiction.
37
- 38 (d) Serious illness or surgery involving a member of the employee's
39 immediate family as verified by a medical practitioner.
40
- 41 (e) Observance of religious holidays for a maximum of three days annually.
42 (Well-recognized religion in which observance of tenets necessitates
43 employee's absence).
44
- 45 (f) A parent upon the birth or adoption of a child may use personal
46 necessity leave.
47
48

1 9.4 General Leave

2
3 9.4.1 Employees covered by this Agreement shall be entitled to leave benefits
4 covered by law or granted by the Employer. Regularly employed
5 part-time employees shall be entitled to all leave benefits granted
6 full-time employees, but such leaves and benefits shall be prorated in
7 the same ratio as the regular work hours per day, days per week, weeks
8 per month, or months per year, of such part-time employees as it bears
9 to eight (8) hours per day, forty (40) hours per working week, working
10 weeks per month, or twelve (12) working months during the school year.

11
12 Each request for leaves of absence by an employee covered by this
13 Agreement shall be in writing on the form provided by the district. The
14 employee shall be advised as soon as practical of the action of the
15 District.

16
17 9.4.2 General leave shall be granted for a three-month period for physical or
18 mental illness upon proper certification from a licensed medical
19 practitioner. Leaves for physical disability including maternity, childbirth,
20 and/or child rearing shall be provided in compliance with the applicable
21 state or federal law.

22
23 9.4.3 Leaves granted for mental or physical disability and child rearing may be
24 renewed for an additional period of up to one year upon approval of the
25 District. Medical proof of ability to return to work after this leave, without
26 limitation or impairment, is required. Exceptions may be made for limited
27 workload consistent with district needs and at the discretion of the
28 employer.

29
30 9.5 Judicial Leave

31
32 9.5.1 Unit members who are required to serve as jurors or to appear in court
33 pursuant to a lawful subpoena shall be entitled to leave without loss of
34 pay, except as provided for hereinafter.

35
36 9.5.2 Judicial leave, when granted pursuant to Section 9.5.1 may be granted
37 with pay up to the amount of the difference between the unit member's
38 regular earnings and the amount received for jury or witness fees. All
39 witness or jury duty fees received by the unit members must be remitted
40 to the District.

41 9.5.3 Unit members who appear in court under a subpoena must submit a
42 copy of the subpoena and/or a court verification of appearance in order
43 to receive pay under this section.

44
45 9.5.4 The jury duty or witness fee referred to in Section 9.5.2 shall not include
46 amounts reimbursed for mileage, meals, or other similar
47 reimbursements.

1 9.5.5 In the event that a unit member is required to serve as a juror or to
2 appear in court pursuant to a lawful subpoena for a daily period of time
3 more than one-half (1/2) the unit member's paid assignment, such unit
4 member shall not be required to return to work for that day.
5

6 9.5.6 Employees who are informed that they will be released from jury duty too
7 late in the day to be included in the following day's work schedule shall
8 inform their supervisors accordingly and shall report to work the following
9 day.
10

11 9.6 Leave For Legislative Position

12
13 9.6.1 Any permanent classified employee elected to the Legislature may be
14 granted a leave of absence from duties as an employee of the District.
15 During the term of such leave, the employee may be employed by the
16 School District to perform less than full-time service for compensation
17 and terms and conditions as may be mutually agreed upon. Within six
18 (6) months after the term of office of an employee on leave expires, the
19 employee shall be entitled to return to the position held at the time of
20 election, at the salary the employee would have been entitled to if not
21 absent. If an employee cannot be placed in a vacant position in the
22 same class upon return from the leave of absence, bumping and
23 reemployment rights shall prevail.
24

25 9.7 Military Leave

26
27 9.7.1 Military leaves of absence shall be granted and compensated in
28 accordance with the Military and Veterans Code.
29

30 9.8 Bereavement Leave

31
32 9.8.1 Every classified employee is entitled to a leave of absence, after making
33 application, not to exceed three (3) days, or five (5) days if out-of-state
34 travel or travel in excess of 300 miles each way is required, on account
35 of the death of any member of the immediate family. No deduction shall
36 be made from the salary of such employee, nor shall leave be deducted
37 from leave granted by other sections of this Agreement. Employee may
38 be required to submit proof of attending the funeral. All employees will
39 be paid straight time hours on such scheduled days of work for which the
40 employee is excused.
41

42 9.8.2 Members of the immediate family, as used in this section, mean the
43 mother, father, grandmother, grandfather, grandchild, spouse, son,
44 son-in-law, daughter, daughter-in-law, brother or sister of the employee
45 or spouse, or the ex-spouse who is the parent of the employee's child, or
46 any relative living in the immediate household of the employee.
47

1 9.8.3 In cases involving a long-established personal relationship between a
2 classified employee and an individual residing within the same
3 household, bereavement leave may be granted at the discretion of the
4 Assistant Superintendent of Personnel Support Services or his designee.
5

6 9.9 Compelling Reasons Leave
7

8 9.9.1 Each member of the unit shall be eligible to apply for a maximum of
9 three (3) days of Compelling Reasons Leave annually. For the first day
10 granted under this section, the unit member shall receive the regular
11 daily rate of pay. For the remaining two days granted under this section,
12 the unit member shall receive one-half of the regular daily rate of pay.
13

14 9.9.2 Eligibility for this leave requires two workdays of advance written notice
15 and approval of the principal or supervisor except in the case of an
16 emergency where prior notice would be impossible.
17

18 9.9.3 Eligibility for this leave shall be based upon instances of compelling
19 personal importance which require the unit member to be absent from
20 the work site during duty hours. Legitimate reasons for requesting the
21 leave include unavoidable legal or business transactions or matters
22 involving the unit member's household or family.
23

24 9.9.4 Under no circumstance shall the unit member be permitted to use
25 Compelling Reasons Leave for the purpose of concerted or individual
26 work slowdowns or other refusals to perform regular services or any
27 aspect of preparation relating to a work stoppage. Also, under no
28 circumstance shall Compelling Reasons Leave be granted for
29 recreational purposes or for the purpose of extending a holiday or
30 vacation.
31

32 9.9.5 All requests for Compelling Reasons Leave shall be subject to a review
33 by the principal or immediate supervisor to determine compliance with
34 the eligibility requirements set forth in this section.
35

36 9.10 Absence for Examination
37

38 9.10.1 An employee shall be permitted to be absent from duties during working
39 hours in order to take an examination or to be interviewed for promotion
40 in the District, without deduction of pay or other penalty, provided that
41 two (2) days notice is given to the immediate supervisor. It is
42 understood it may be necessary for the employee to clean up prior to
43 participating in the interview.
44
45
46
47
48

1 9.11 Leave of Absence Without Pay

2
3 9.11.1 An extended leave of absence without pay may be granted to a
4 permanent classified employee, upon the written request of the
5 employee and approval of the Superintendent or designee, subject to the
6 following restrictions:

7
8 (a) Leave of absence without pay may be granted for any period not
9 exceeding one (1) year, except that leave for military service shall be
10 granted as provided by the statutes of the State of California and the
11 Military and Veterans Code, and leave for service in the Peace Corps or
12 Merchant Marines during time of national emergency may be granted for a
13 period not to exceed twenty-four (24) months, and

14
15 (b) The granting of a leave of absence without pay gives to the
16 employee the right to return to the position classification held at the
17 time of leave at the expiration of the leave, provided the employee
18 is physically and legally capable of performing the duties required.
19

20 9.11.2 The Board of Education may, for good cause, cancel any leave of
21 absence by giving the absent employee thirty (30) days notice.
22

23 9.11.3 An employee may make a written request to the Board of Education to
24 return to work prior to the expiration date of the leave, which may be
25 approved or rejected by the Board.
26

27 9.11.4 Failure to report for duty within five (5) working days after a leave has
28 been canceled or expires shall be considered abandonment of the
29 position and the employee may be terminated by the Board. This
30 provision is not applicable to military leave.
31

32 9.11.5 If an employee cannot be placed in a vacant position in the same class
33 upon return from leave of absence, the employee shall have bumping
34 and reemployment rights, in accordance with seniority, in the same
35 manner as if the employee had been laid off for lack of work or lack of
36 funds on the date the leave expires.
37

38 9.12 Leave To Serve In An Exempt, Temporary, or Limited-Term Position

39
40 9.12.1 Any permanent employee who accepts an assignment within the district
41 to an exempt, temporary, or limited-term position shall, during such
42 assignment, be considered, for status purposes, as serving in a regular
43 position and such assignment shall not be considered separation from
44 service. Upon completion of such service, the employee may, with
45 management approval, return to the employee's regular position. Failure
46 to complete the required service will constitute abandonment of position
47 and may be grounds for disciplinary action.
48

1 9.13 Unauthorized Absence

2
3 9.13.1 Unauthorized absence is defined as non-performance of those duties
4 and responsibilities assigned by the district and its representatives
5 including all duties and responsibilities as defined by the Education
6 Code, Policies of the Board of Education, the rules and regulations of the
7 district, and provisions of this Agreement.

8
9 Unauthorized absence may include, but is not limited to, refusals to
10 provide service, unauthorized use of sick leave, and unauthorized use of
11 other leave benefits.

12
13 An employee is deemed to be on unauthorized absence at such time and on
14 such occasions as the employee may absent him/herself from the required
15 duties without prior approval of his/her principal or immediate supervisor,
16 except as provided for in this Agreement.

17
18 9.14 Family Care Leave

19
20 9.14.1 A unit member who has been employed one year as a regular classified
21 employee of the District and who has worked at least 1250 hours in the
22 previous twelve (12) month period of employment with the District shall
23 be eligible for family care leave for up to twelve (12) work weeks within a
24 twelve (12) month period.

25
26 9.14.2 Family care leave means leave for reason of the birth of a child or
27 adoption of the employee's child or placement of foster child with the
28 employee; leave to care for a seriously ill child, spouse or parent; leave
29 for the employee's own serious health condition.

30
31 9.14.3 When applicable, the District may require that a unit member's request
32 for family care leave be supported by a certification issued by a health
33 care provider of the individual requiring care.

34
35 9.14.4 Unit members granted family care leave must utilize all available paid
36 leave and vacation benefits during the period of leave. Following the
37 exhaustion of all paid leave and vacation benefits the unit member shall
38 be placed on unpaid status for the remainder of the family care leave.
39 For purposes of this section "available paid leave" means leave for
40 which the employee meets the District's usual requirements for the use
41 of such leave.

42
43 9.14.5 Group health plan coverage and premium payments shall be maintained
44 on the same basis as if the employee were in paid status.

45
46 9.14.6 The District may recover from the unit member the cost of group health
47 plan premium payments paid by the District during periods of unpaid
48 family care leave if the unit member fails to return to work after the
49 expiration of the leave.

1 9.15 Donation Of Sick Leave For Catastrophic Illness

2
3 9.15.1 Sick Leave Bank. The District shall establish a catastrophic illness sick
4 leave bank to which eligible unit members may donate earned and
5 unused sick leave. This donation shall be irrevocable and shall be
6 accomplished by the unit member completing a written form entitled
7 "Catastrophic Illness Sick Leave Bank Donation Form." The form shall
8 clearly state that the sick leave days being donated are irrevocably given
9 to the catastrophic illness leave bank, and cannot be rescinded for any
10 reason whatsoever. A donation to the catastrophic illness leave bank
11 shall be a general donation, and shall not be donated to a specific
12 employee for his or her exclusive use.
13

14 9.15.2 "Catastrophic illness" is defined to mean an illness or injury that is
15 expected to incapacitate an employee for an extended period of time,
16 which incapacity requires the employee to take time off from work for an
17 extended period of time, and taking an extended period of time off work
18 creates a financial hardship for the employee because he or she has
19 exhausted all of his or her sick leave and other paid leave.
20

21 9.15.3 Governing Committee. The Governing Committee shall be composed
22 of five members:

23
24 (a) Three unit members appointed by the Chapter Executive Board

25
26 (b) Two administrators
27

28 The duties of the Governing Committee shall include the following:

29
30 (a) To approve requests for withdrawal from the sick leave bank

31
32 (b) To make any additionally necessary governing decisions relative to
33 the operation of the sick leave bank.
34

35 Governing decisions will be made by consensus, where possible.
36 Where a consensus decision cannot be reached, the governing
37 decisions will be made on the basis of a majority vote; four votes will
38 constitute a majority.
39

40 9.15.4 Qualifications to make donations: A unit member must meet the
41 following qualifications in order to make an irrevocable donation to the
42 catastrophic illness leave bank.

43
44 (a) The unit member must be a permanent classified employee of the
45 District.
46

1 (b) The unit member must have an accumulated sick leave balance of
2 at least ten (10) days at the conclusion of the school year
3 immediately preceding.
4

5 9.15.5 Amount of Donation: An eligible unit member must donate a minimum of
6 eight (8) hours of sick leave to the bank. A unit member may not donate
7 more than forty (40) hours of accumulated sick leave in any one school
8 year.
9

10 9.15.6 All references in this procedure to hours of donations or utilization are
11 based upon full time employment. Hours of donations or utilization for
12 part time employees shall be credited or used on a pro-rata basis.
13

14 9.15.7 Maximum number of hours in sick leave bank. The maximum number of
15 hours which may be accumulated in the sick leave bank is 4000 hours.
16

17 9.15.8 Qualifications of Recipient
18

19 (a) Any permanent unit member suffering from a catastrophic illness is
20 eligible to apply for use of sick leave days in the catastrophic illness
21 leave bank.
22

23 (b) To be eligible for use of sick leave bank days, the unit member
24 must have exhausted all accrued paid leave credits, including all
25 days of partial pay sick leave, vacation and other forms of paid
26 leave.
27

28 (c) A unit member must use all paid leave credits that he or she
29 continues to accrue on a monthly basis before receiving sick leave
30 hours which have been donated to the catastrophic illness leave
31 bank.
32

33 (d) The maximum number of hours to be utilized by one unit member
34 for a single catastrophic illness shall not exceed 400 hours or 50%
35 of the total available leave bank, whichever is less.
36

37 (f) Any unit member requesting use of sick leave hours in the catastrophic illness
38 leave bank must provide the Governing Committee with written verification of
39 the catastrophic illness. Such verification must be prepared in writing by a
40 licensed physician of the State of California. The Governing Committee may
41 require the unit member who is incapacitated to undergo an examination by a
42 physician from a list supplied by the District, at the District's expense, to verify
43 the injury or illness, the degree of disability, and the anticipated length of
44 disability.
45
46
47
48

1 9.15.9 Procedure

2
3 (a) Annual solicitation by SEIU. Contributions for the catastrophic
4 illness leave bank shall be solicited by SEIU during the month of
5 November each school year. The District shall prepare all forms
6 which are to be used by SEIU for purposes of solicitation. All
7 donation forms must be received by the Payroll Office of the District
8 no later than the last working day in December of each school year.

9
10 (b) All requests for use of accumulated sick leave hours in the
11 catastrophic illness bank shall be presented in writing to the District
12 which shall forward that request to the Governing Committee. The
13 District shall provide the unit member with a copy of this contract
14 provision. It shall be the responsibility of the unit member to satisfy
15 all conditions of eligibility.

16
17 9.15.10 SEIU shall hold the District harmless and indemnify the District from any
18 and all claims, attorney's fees, judgments, costs or settlements
19 arising from the administration of this section.

20
21 9.15.11 The Governing Committee's decision to deny a unit member's request for
22 donated catastrophic illness leave is final and not subject to the
23 grievance procedure.

24
25 9.16 Maternity Leave

26
27 9.16.1 The Board shall provide leaves of absence for any unit member of the
28 District whose absence is required by pregnancy, miscarriage, childbirth, or
29 recovery there from. Such absence may be requested and granted only in
30 accordance with the provisions of this Agreement applicable to sick leave
31 and uncompensated leave.

32
33 9.16.2 Notice

34
35 A unit member whose pregnancy has been verified shall report her
36 condition to her supervisor as soon thereafter as known and indicate her
37 plans if she intends to request a leave of absence other than that of
38 temporary disability (sick leave) due to pregnancy, miscarriage, childbirth,
39 or recovery there from.

40
41 9.16.3 Certification of Fitness

42
43 A pregnant unit member shall present to her supervisor a written statement
44 by her physician or the practitioner of a well-recognized church or
45 denomination of her physical capacity to perform the duties of her position
46 at the time she notifies the Board of her pregnancy and before she
47 resumes her duties following the termination of pregnancy. When,
48 notwithstanding such certification of fitness, the performance of a pregnant

1 unit member has substantially declined from the performance
2 demonstrated by said unit member at the time immediately prior to the time
3 when notification was given of the state of the pregnancy, or when the unit
4 member has been absent more than three (3) consecutive days, the unit
5 member may then be required to submit a physician's statement or
6 statement of a practitioner of a well-recognized church or denomination
7 that she is physically fit to perform the duties assigned to her. The District
8 need not assume that the unit physical capacity conclusively but may
9 require a review and examination by a physician selected by the District or
10 a practitioner of the unit member's church or denomination selected by the
11 District. Refusal to submit certification of fitness as required by this
12 provision shall be considered by the Board as grounds for some form of
13 disciplinary action.
14

15 9.16.4 Temporary Disability Leave (Sick Leave)

16 A pregnant unit member shall be granted temporary disability leave of
17 absence for disabilities associated with pregnancy, miscarriage, childbirth,
18 or recovery there from on the same basis as leave granted for any illness
19 or injury. The unit member and her physician or practitioner shall
20 determine as far in advance of the anticipated date of childbirth as is
21 feasible the date on which her pregnancy will disable her from the
22 performance of her duties and report that date to her supervisor in order
23 that substitute services may be arranged. Similarly, the unit member and
24 her physician or practitioner shall determine and report the date on which
25 she is likely to be physically capable of returning to her duties following the
26 termination of her pregnancy. In either case, the Board may verify the
27 claim of the unit member that she is disabled from the performance of her
28 duties or capable of returning to her duties in accordance with the
29 procedure contained in Section 9.1 herein.
30

31 9.16.5 Extended Leaves of Absence

32 A unit member who wishes to be absent from her position before she is
33 disabled by pregnancy, miscarriage, childbirth, or recovery there from, or
34 beyond the termination of such disability, or both, may request such leave
35 of absence in accordance with the provisions of this Agreement applicable
36 to uncompensated leave. Such leave shall be unpaid and may be required
37 by the Board, if granted, to commence and terminate at times which will
38 least disrupt the continuity of the District's educational program.
39
40

41 9.17 Short-term Uncompensated Leave

42 9.17.1 Members of the unit may request a short-term uncompensated leave of absence
43 for a period not to exceed ten (10) days.
44

45 9.17.2 Any unit member wishing to take short-term uncompensated leave shall obtain
46 prior approval from the principal or immediate supervisor.
47
48

1 9.17.3 For personal hardship or health reasons, the Superintendent may grant up to
2 thirty (30) duty days of uncompensated leave from the unit member.

3
4 9.18 Personal Reasons Leave

5
6 If a member of the unit with a five hour or more daily assignment finds it necessary to be
7 absent for personal reasons, he/she may secure time off by applying to the immediate
8 supervisor if he/she desires to be absent for a period of time of three (3) hours or less.
9 Such leave is without loss of salary and is granted only when a valid reason for the
10 absence exists. The reason for the leave must be based upon unavoidable personal
11 reasons which cannot be scheduled during non-duty hours. Frequent requests for such
12 absences are to be avoided. Such leave may be approved only when the supervisor is
13 certain the unit member's duty assignment can be adequately covered without the
14 employment of a substitute.

1 **ARTICLE 10**

2
3 **HEALTH AND WELFARE BENEFITS**

- 4
- 5 10.1 Each eligible member of the unit shall be provided a basic insurance package.
6 The basic package shall include major medical, vision, dental, and life insurance
7 coverage. Specific benefits of the basic insurance package shall be described in
8 the District's basic insurance package brochure. Copies of this brochure will be
9 distributed to all members of the Unit as soon as they are completed.
- 10
- 11 10.2 Commencing January 1, 2005, the maximum annual district dollar contribution for
12 Health and Welfare Benefits shall be as follows:
- 13
- 14 (a) \$6107 for employees who work between seven (7) and seventy-six
15 hundreds (7.76) and eight (8) hours per day.
- 16
- 17 (b) \$5618 for employees who work between six (6) and seven and seventy-
18 five hundreds (7.75) hours per day.
- 19
- 20 (c) \$4458 for employees who work between four (4) and five and ninety-nine
21 hundreds (5.99) hours per day.

22 The discretionary funds shall not exceed \$2310.00 annually.

23
24 For the purpose of qualifying for the above benefits, only regularly assigned
25 hours are included. Extra hours, limited term hours, and overtime hours are
26 excluded.

- 27
- 28
- 29 10.3 The District's contribution for Health and Welfare Benefits shall be increased by
30 an amount equal to the arithmetic average of the increased costs of the two (2)
31 HMO basic insurance packages (prorated).
- 32
- 33 10.4 The District shall continue the employer contribution while the employee is on
34 paid leave status, in the same manner as if the employee had remained in
35 regular service. Employees on district approved, non-paid leaves of absence, or
36 retired employees, may elect to continue coverage for themselves and
37 dependents. Premiums required for coverage must be paid in advance either
38 annually, semi-annually, or quarterly.
- 39
- 40 10.5 Retired employees may purchase the basic health plan for themselves and their
41 eligible dependents. Employees must be retired under one of the District's formal
42 retirement plan(s) (PERS, PARS, or STRS) early or normal retirement plan
43 provisions; be at least age fifty (50) (PERS, STRS), or age sixty (60) (PARS) or
44 older; and have had ten consecutive previous years of service with the District.
45 Retirees' dependents must meet the same eligibility requirements as dependents
46 of active employees. Upon attainment of age sixty-five (65), the retired employee
47 must sign up for Medicare parts A and B (this applies to dependents also).
48 (Retiree coverage is available for the medical, dental, and vision insurance). Life

1 insurance ceases upon retirement. Premiums required for coverage must be
2 paid in advance either annually, semi-annually, or quarterly. Retirees may
3 change insurance providers during the regular open enrollment period. If the
4 coverage is allowed to lapse, it may not be reinstated the following year or any
5 year thereafter.

6
7 10.6 Savings generated by SEIU represented employees selecting the health benefits
8 "opt-out" plan will be used within the SEIU represented employees benefits
9 programs. The parties agreed to develop language to implement this intent and
10 identify the actual savings.

11
12 10.7 Employees and dependents insurance coverage shall be canceled under the
13 following conditions:

14
15 (a) The leave expires and the employee does not return to active duty.

16
17 (b) The required premium payment is not received in the Payroll Department.

18
19 10.8 Employees in this unit may participate in an approved tax sheltered annuity with
20 the District providing payroll deductions for this purpose. Employees may change
21 the tax-sheltered programs in which they participate by notifying the Payroll
22 Department of the intended change by the first day of the month in which the
23 change is to be effective.

24
25 10.9 SEIU Post Health and Welfare Benefits for Retired Employees

26
27 This post-retirement medical benefit as reported for the required GASB 45
28 actuarial is funded by the dedication of all "opt-out" funds not provided to the
29 employee. Should the dedicated opt-out monies be found to be insufficient to
30 fund this post-retirement benefit plan, a freeze for all new retiree enrollments will
31 immediately occur, and both parties agree to reopen negotiations immediately.
32 Retired employees currently receiving this benefit will continue to do so as long as
33 opt-out funding supports the benefit.

34
35 Effective July 1, 2007, one-half of one percent (.5%) of the salary increase
36 effective July 1, 2007, will be used to fund the Post Health and Welfare Benefits
37 for Retired Employees.

38
39 If the Post Retirement Health and Welfare Benefits for Retired Employees
40 requires less than one-half of one percent (.5%) to fund, negotiations will reopen.

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47
48 Unit members, retiring under one of the District's formal retirement plan(s) on July 1, 2007
49 or later (PERS or PARS) at least age 50 or older, and having ten consecutive years of

1 benefited service with the District will be eligible for a District contribution towards their
2 retiree health coverage through age 65 or Medicare eligibility.

3
4 The District contributions will be based on a percentage of the cost of the lowest price plan
5 for employee only coverage or flat dollar amount, whichever is greater, varying by years
6 of District service at retirement as follows, based upon a monthly rate:
7

YEARS OF SERVICE AT RETIREMENT	DISTRICT MONTHLY CONTRIBUTION PERCENTAGE
10 years of service	\$200 or 50%
15 years of service	\$300 or 75%
20 or more years of service	\$400 or 100%

8
9 Employees will receive 100% of the District contribution if working between 7.76
10 and 8 hours, 92% of the District contribution if working between 6 and 7.75 hours,
11 and 73% of the District contribution if working between 4 and 5.99 hours. For the
12 purpose of qualifying for the above benefits, only regularly assigned hours are
13 included. Extra hours, limited term hours, and overtime hours are excluded.
14

15 All monies paid by the District must be used for medical coverage; no other benefits are
16 covered for employees under this Agreement. Eligible unit members may purchase
17 additional benefits for themselves or eligible dependents. Employees moving out of the
18 area will be reimbursed to the same dollar amount for use toward medical premiums only.
19 Premiums will be reimbursed annually with submission of required documentation.
20

21 Eligible unit members must meet all criteria: retire into District plan, age, years of service,
22 years of service in a benefited position and must be in a benefited position, and covered
23 by a District plan at time of retirement.
24

	10 – 14.99 YEARS (\$200)	15 – 19.99 YEARS (\$300)	20+ YEARS (\$400)
4 – 5.99 hours	73% of \$200 or 50%	73% of \$300 or 75%	73% of \$400 or 100%
6 – 7.75 hours	92% of \$200 or 50%	92% of \$300 or 75%	92% of \$400 or 100%
7.76 – 8 hours	100% of \$200 or 50%	100% of \$300 or 75%	100% of \$400 or 100%

25
26 This post-retirement medical benefit as reported for the required GASB 46 actuarial is
27 funded by the dedication of all 'opt-out' funds not provided to the employee. It is
28 understood that should the dedicated opt-out monies be found to be insufficient to fund
29 this post-retirement benefit plan, the parties agree to reopen negotiations on this post-
30 retirement benefits plan immediately. Both parties understand that the benefits plan must
31 be independently financially sound.
32
33

34 10.9.1 Employee and dependents insurance coverage shall be cancelled under the following
35 conditions:

- 36 a) A required premium payment is not received in the Payroll Department.
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39
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41

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ARTICLE 11

TRANSFER POLICY

11.1 A transfer is defined as an employee-initiated movement from one position or work site to another within the same classification.

11.2 Each permanent unit member shall have the opportunity to request a transfer. The district shall utilize procedures for the handling of transfer requests. Such procedures shall include the use of a form entitled "Request for Reassignment or Transfer" which has been filed with the Personnel Commission. Such requests shall be operative for a period of six months.

11.3 When a new position is created or an existing position becomes vacant, the district shall first consider voluntary transfer requests from unit members serving in the same position in the district. The following criteria shall be considered in determining transfers:

- (a) The needs and efficient operation of the district as determined by the Superintendent or designee.
- (b) The recommendation of the current administrator or supervisor.
- (c) The recommendation of the administrator or supervisor where the vacancy exists.
- (d) Evaluations and other records of job performance.
- (e) Recent training and/or experience relevant to the vacancy.
- (f) Affirmative action considerations.

All other factors being equal, seniority shall be the deciding factor.

11.4 Reassignment is defined as a District-initiated change of employee work location. The District reserves the right to assign and reassign employees consistent with District needs.

11.5 Involuntary Reassignment: An involuntary reassignment may be requested by the unit member's principal or department head when he/she deems a reassignment would be in the best interest of the unit member or the district. Before any request for an involuntary reassignment is acted upon, the unit member must be advised in writing by the principal or department head that an involuntary reassignment is being recommended and the reasons therefore. Upon request, an opportunity will be provided for the unit member to meet with appropriate division administrator or the Assistant Superintendent for Personnel Support Services to discuss the proposed reassignment. Involuntary reassignments shall not be arbitrary or capricious.

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ARTICLE 12

GRIEVANCE PROCEDURES

12.1 The Grievance Procedure is the medium through which classified employees may seek adjustment of complaints arising out of alleged violations of the interpretation, application, or violation of this Agreement. Matters excluded from the Grievance Procedure:

12.1.1 Accusatory charges relating to the moral or professional fitness of an employee. Such charges shall be processed by the Board of Education.

12.1.2 Matters specifically reserved for action or review by the Personnel Commission under Personnel Commission rules in effect at the time the events leading to the complaint occurred. Such matters shall be processed through normal channels by the Personnel Commission.

12.1.3 All other complaints about the matters of a Board rule or policy or administrative procedure, not specifically enumerated in this contract. An employee with such a complaint should direct his/ her suggestions for change through administrative channels to the responsible administrator and/or through the Superintendent to the Board.

Both the employer and the union pledge their continuing effort to secure prompt resolution of employee complaints and grievances and agree that most employment problems should be resolved through informal discussion.

12.2 Level I - Informal Resolution

An employee shall meet with his/her supervisor to discuss the potential grievance in an attempt to resolve it informally. If the potential grievance is not resolved at this level, the employee may proceed to Level II.

12.3 Level II - Formal Written Procedure

12.3.1 An employee or the union must initiate a formal grievance by filing a completed grievance form with his/her supervisor within thirty (30) days of the event giving rise to the grievance or within thirty (30) days of when the employee could reasonably have known or should have known of the event giving rise to the grievance. If the grievance is not timely filed it shall be deemed waived.

Grievance forms shall be provided by the District. Relevant information obtained during Level I may be inserted.

1 12.3.2 Information copies shall be sent to the Assistant Superintendent,
2 Personnel Support Services. Information shall include:

- 3
4 (a) A description of the specific grounds of the grievance, including
5 names, dates, and places necessary for a complete understanding
6 of the grievance.
7
8 (b) A listing of the provisions of this Agreement which are alleged to
9 have been violated or misapplied.
10
11 (c) A listing of specific actions requested of the school district which will
12 remedy the grievance.
13
14 (d) A request for a conference with the supervisor or designated
15 representative, if desired.
16

17 12.3.3 If the supervisor desires, he/she may request a conference with the
18 grievant. If either the grievant or the supervisor requests a conference
19 at Level II, the request must be granted. The grievant, the party in
20 interest, if any, and the supervisor may request the presence of a
21 representative at any conference contemplated by this subsection.
22

23 12.3.4 The supervisor or his/her representative will hold a conference with the
24 grievant within ten (10) days after receipt of the written grievance. The
25 grievant, the party-in-interest, if any, and the supervisor may request the
26 presence of a representative at any conference.
27

28 12.3.5 The supervisor or his/her representative shall render a written decision
29 to the employee within ten (10) days after the conference with the
30 grievant. Information copies of the decision shall be sent by the
31 supervisor to the Assistant Superintendent, Personnel Support Services.
32

33 12.4 Level III - Appeal to the Assistant Superintendent,
34 Personnel Support Services
35

36 12.4.1 Should the proposed resolution at Level II be unsatisfactory, the grievant
37 may, within five (5) days after receiving the written response from the
38 immediate supervisor, appeal the decision to the Assistant
39 Superintendent, Personnel Support Services. The grievant must state
40 the grievance in writing describing:
41

- 42 (a) The violation or misapplication of the contract.
43 (b) The adverse effects upon the grievant.
44 (c) The specific remedy sought.
45 (d) The specific reasons why the resolution proposed by the supervisor
46 are unsatisfactory.
47
48

1 12.4.2 The Assistant Superintendent, Personnel Support Services, upon
2 receiving a properly prepared and filed grievance, will investigate the
3 situation and prepare a proposed resolution within ten (10) days. This
4 proposed resolution will be in writing and a copy will be sent to the
5 grievant and to the supervisor involved.
6

7 12.5 Level IV - Appeal to the Board of Education
8

9 12.5.1 Should the grievant believe that the resolution prepared by the Assistant
10 Superintendent, Personnel Support Services, fails to alleviate the
11 alleged contract violation or misapplication, the grievant may appeal to
12 the Board of Education within five (5) days after receiving the Assistant
13 Superintendent, Personnel Support Services' decision. This appeal
14 must be filed with the Secretary of the Board of Education at least five
15 (5) days prior to the next regularly scheduled Board meeting. The
16 grievant must state the grievance in writing describing:
17

- 18 (a) The violation or misapplication of the contract.
- 19
- 20 (b) The adverse effect upon the grievant.
- 21
- 22 (c) The specific remedy sought.
- 23
- 24 (d) The specific reasons why the resolution proposed by the Assistant
25 Superintendent, Personnel Support Services, are unsatisfactory.
26

27 12.5.2 The Board of Education will review the case at the first regular Board
28 meeting after the item has been placed on the agenda, and give a final
29 decision no later than the next regular meeting after the item first
30 appeared on the agenda. The Board's decision is final.
31

32 12.6 Representation
33

34 12.6.1 At any step in this procedure the grievant may be heard either personally
35 or may be represented by a party of his/her own choice. If the employee
36 selects a representative other than a union representative, the union
37 shall be notified.
38

39 12.6.2 The person against whom the grievance is filed, and the grievant, may
40 be represented by no more than two (2) persons of their choice at any
41 one session.
42

43 12.6.3 Designation of the grievant's representative and/or organization shall be in
44 writing. The designation shall be filed on the grievance form at Level I.
45

46
47
48 12.7 General Provisions

- 1
2 12.7.1 Time allowances set forth in this grievance may be extended by mutual
3 consent of the grievant and the school district.
4
5 12.7.2 Any grievance not appealed to the next step of the procedure within the
6 prescribed time limits shall be considered settled on the basis of the
7 answer given in the preceding step.
8
9 12.7.3 Upon request, all parties to the grievance shall make available to other
10 parties involved, all pertinent information not privileged under the law in
11 their possession or control which is relevant to the issue raised by the
12 grievance.
13
14 12.7.4 All grievances must begin at Level I, and may be terminated at that level
15 by the complainant's written or oral statement.
16
17 12.7.5 A grievance may terminate at any level (II-IV) upon the written request of
18 the grievant.
19
20 12.7.6 The failure of the grievant to respond to reasonable conference
21 opportunities within the timeline specified herein shall terminate the
22 grievance.
23
24 12.7.7 By mutual consent of both parties, steps in this procedure may be
25 omitted.
26
27 12.7.8 The employer shall not agree to the resolution of the grievance until the
28 union has received a copy of the grievance and the proposed resolution
29 and has been given the opportunity to file a response.
30
31 12.7.9 Any resolution of grievances under this section will not be inconsistent
32 with the terms of this Agreement.
33
34 12.7.10 Either party may request the services of a mediator from the State
35 Mediation/Conciliation Service to attempt to resolve the grievance prior
36 to submission to Level IV of the Grievance Procedure. Such request
37 must be made in writing within ten (10) working days following the date
38 of the proposed resolution at Level III, or the expiration date for a
39 proposed resolution at Level III.
40
41 12.7.11 A "multiple grievance" is an identical grievance filed by two or more
42 grievants at the same time. "Multiple grievances" must involve identical
43 factual and contract interpretation issues and must identify all individual
44 grievants. "Multiple grievances" may be processed as a single
45 grievance. However, no more than two grievants, selected by the union,
46 may represent the group during the processing of the grievances.
47

1 12.7.12 If a grievance alleges a violation, misinterpretation or misapplication of
2 an express term of the Agreement by a manager other than the
3 grievant's immediate supervisor, such grievance shall be initially filed at
4 Level III.

5
6 The manager who is the subject of the grievance shall be provided with
7 a copy of the grievance at the time of filing at Level III.

8
9 12.7.13 All grievance hearings and conferences shall be held during normal
10 business hours and employees and their representatives shall be
11 granted reasonable release time to attend such hearings and
12 conference.

13
14 12.7.14 The second week of winter break shall not be counted as workdays
15 under any provision of this Article which establishes a time line for
16 processing grievances.

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ARTICLE 13

EVALUATION PROCEDURES

- 13.1 The District shall establish and maintain a continuing program of employee performance evaluation. The program shall include provisions for preparation of written evaluations and a means of making the results of such evaluations known to the employee.
- 13.2 Performance evaluations for all probationary employees shall be submitted to Personnel Support Services twice during the period of probationary employment, normally during the second and fifth months of service, and will be completed by the employee's designated evaluator.
- 13.3 Performance evaluations for permanent employees shall be submitted to Personnel Support Services at least once during the school year. However, performance evaluations for permanent employees who have completed service on Step 5 of the salary schedule shall be submitted to Personnel Support Services at least once every other school year.
- 13.4 Special or supplementary evaluations may be made of any employee at any time when such evaluation is deemed appropriate by the immediate supervisor or evaluator.
- 13.5 Unsatisfactory job performance or any infraction of district regulations or Board Policy shall be brought to the attention of the employee in a timely fashion.
- 13.6 Reclassified employees shall be evaluated twice during their probationary period in their new classification.
- 13.7 An evaluation report and conference may be scheduled at any time during the year.
- 13.8 Procedures to be followed:
- 13.8.1 An important part of each performance evaluation is the establishment of job targets (goals and objectives) for the coming evaluation period. Monitoring or "feedback" systems, if any, are to be discussed at this time.
- 13.8.2 During the evaluation period, both the employee and the evaluator will take an active role in assessing the progress achieved in meeting the established job targets (goals and objectives). Periodic conferences should be held where necessary. Special importance should be placed upon the evaluator's responsibility to inform the employee of problem areas in his/her performance. If necessary, "performance counseling" procedures described in the "Guide to Classified Employee Performance Evaluation" should be implemented.

1 13.8.3 At the end of each evaluation period, a performance evaluation report
2 shall be made by the appropriate evaluator and discussed in conference
3 with the employee. Such conferences shall be held while the employee
4 is in paid status.
5

6 13.8.4 The final report shall be signed by both the evaluator and the employee
7 and sent to Personnel Support Services for inclusion in the employee's
8 permanent file.
9

10 13.8.5 An overall performance evaluation rating of "Effective - Meets
11 Standards" must be maintained in order to qualify for scheduled salary
12 step increments. The evaluator must provide a written warning to any
13 employee whose next scheduled performance evaluation may contain a
14 less than satisfactory overall rating. This warning must be provided at
15 least sixty (60) days prior to the employee's scheduled salary step
16 increment. Advances to the next higher step in the salary range may be
17 allowed for employees with less than satisfactory performance ratings
18 upon recommendation of the principal/department head and approval of
19 the Superintendent.
20

21 13.8.6 An employee who has received an overall unsatisfactory job evaluation
22 shall be reevaluated within sixty days for the purpose of monitoring job
23 performance. This requirement shall be inapplicable in cases where the
24 district has commenced dismissal proceedings based upon the current
25 job evaluation.
26

27 13.9 Appeals of Evaluations:
28

29 13.9.1 Where the employee disagrees in part, or totally, with an evaluation
30 report, he/she shall have the right to submit a written, signed rebuttal to
31 the report which shall be attached to the evaluation report and included
32 in the employee's permanent personnel file.
33

34 13.9.2 Any unresolved disagreement or dispute arising from an unsatisfactory
35 performance evaluation report may be referred to the Assistant
36 Superintendent, Personnel Support Services.

1
2 **ARTICLE 14**

3
4 **SAFETY CONDITIONS OF EMPLOYMENT**

5
6 14.1 The District shall provide safe working conditions for members of the Operations
7 and Support Services bargaining unit within the fiscal capabilities of the District to
8 provide continuous administrative monitoring of working conditions and correction
9 of unsafe working conditions.

10
11 14.2 An employee will not be discriminated against for reporting unsafe working
12 conditions.

13
14 14.3 An employee shall not knowingly be required to perform work which would be unsafe
15 for the employee. For the purposes of defining an unsafe condition reference shall
16 be applicable to rules and regulations of Cal-OSHA.

17
18 14.4 The parties agree to establish a joint union/management safety committee to
19 meet approximately every quarter to discuss safety related problems, if any, and
20 propose recommendations. The committee shall also discuss legally required
21 safety training for all employees who work with hazardous materials. The
22 parties shall each select two committee representatives.

23
24 14.5 In the event a safety complaint is filed by a unit member with an appropriate state
25 or federal agency, a unit member selected by the union shall be entitled to
26 accompany the agency's safety inspector during on-site inspections. The union
27 shall be given advance notice of such inspections.
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ARTICLE 15

SEIU ORGANIZATIONAL RIGHTS

15.1 Subject to compliance with applicable District rules and regulations, SEIU shall be permitted to use school facilities for the purpose of conducting organizational meetings. Such use shall be consistent with the provisions of the Civic Center Act and no cost shall be charged for such use unless additional set up or custodial charges are incurred by the District. In such cases, SEIU shall reimburse the District for such excess costs in accordance with current District practice.

15.2 SEIU shall have the right to post and remove SEIU written materials on designated District bulletin boards located at each campus and major work site. A copy of written materials to be posted on the bulletin boards shall be furnished to the principal or other designated supervisor. Such materials shall be clearly identified by title of the organization and the date of preparation.

15.3 Each school or appropriate work area shall designate a location for receipt of organizational materials. It shall be the responsibility of SEIU to distribute its own material to individual employees.

15.4 Following the final preparation of this agreement, the District shall provide a copy of this agreement to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the initial preparation of this agreement shall be provided with a copy of this agreement at the time of employment. Also, the District agrees to provide each employee in the bargaining unit with a copy of any written amendment agreed to by the parties during the term of the agreement.

15.5 Employer-Employee Relations Consultation Committee

15.5.1 An Employer-Employee Relations Consultation Committee shall be established for the purpose of discussing employment related issues of common concern to unit members represented by SEIU.

15.5.2 The committee shall be composed of not more than three representatives from SEIU and not more than three representatives from administration. The Assistant Superintendent of Personnel Support Services shall be a permanent member representing administration. Both the administration and SEIU may request the presence of non-employee consultants to attend the committee meetings.

15.5.3 Meeting agenda and the time of meetings shall be subject to mutual agreement of the parties.

1 15.6 Release Time

2
3 15.6.1 Unit members who serve as negotiation team members shall be granted
4 release time based upon a model that recognizes time spent in
5 negotiations on a particular workday. Generally, Unit members will be
6 expected to report to assigned duties during regular daytime hours that do
7 not conflict with negotiations. Reasonable and necessary travel time and
8 up to one hour of preparation/debrief time may be included as release time.
9 Unit members who work a night shift shall be required to spend an amount
10 of time equal to their regular workday on negotiations and/or the unit
11 member's assigned duties. An effort will be made to schedule negotiations
12 to accommodate workloads and split-shift assignments.
13

14 15.6.2 Release-Time/Grievances: A SEIU steward or representative
15 designated by SEIU shall be given reasonable periods of release time to
16 process grievances and to provide representation to unit members
17 subject to disciplinary meetings/proceedings and in meetings with
18 District representatives on matters of contract administration.
19 Supervisors shall be given at least one day prior written notice in the
20 event release time is requested unless the parties agree otherwise. The
21 parties shall attempt to schedule grievance/disciplinary proceedings at
22 times which are least disruptive to the normal operational requirements
23 of the district.
24

25 15.6.3 SEIU shall notify the district in writing of the names of all duly appointed
26 stewards.
27

28 15.7 Union Access

29
30 15.7.1 The Board agrees to grant the union representative and/or union
31 steward access to union members at their work site during lunch hour,
32 break period, or before or after work, as long as the employee's
33 immediate supervisor is previously informed and such contact does not
34 interfere with the employee's assigned work or the orderly operation of
35 the District. If the immediate supervisor is unavailable, notice shall be
36 given to the person to whom the supervisor reports.
37

38 15.7.2 Concurrent with the above, the union staff representative and/or union
39 steward may be granted access to certain areas of the employer's
40 premises, following previous notification to the employer or the
41 designated site administrator where employees are employed, when
42 such visits are necessitated by matters concerning processing of
43 grievances.
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1 15.7.3 SEIU stewards and chapter officers shall not engage in Union business
2 during working hours except during lunch and break periods. Infrequent,
3 brief, employee initiated contacts with Union stewards and chapter
4 officers shall be permitted. However, it shall be the responsibility of the
5 steward or officer to inform the inquiring employee of the time limitation
6 and to continue the rendering of advice during non-duty hours for both
7 employees.
8

9 **15.8 Leave for Union Business**

10
11 15.8.1 Ten (10) days total unpaid leave shall be granted by the District for
12 employees selected by SEIU to attend SEIU conferences or to
13 participate in other SEIU activities.
14

15 15.8.2 Leave granted under this section shall be taken in increments of at least
16 one half (1/2) day and must be preceded by ten (10) days prior written
17 notice, unless there are unusual circumstances.
18

19 **15.9 Impacts and Effects of Layoffs**

20
21 Any work performed by bargaining unit members which has been eliminated due
22 to lack of work or lack of funds may not be subsequently performed by
23 volunteers. Also, the District will not contract out work which has been
24 customarily and routinely performed by employees who have been laid off or
25 reduced in hours. This section shall not be interpreted to restrict the right of the
26 District to contract out work on a temporary basis to meet the operational needs
27 of the District.
28

29 15.9.1 The District shall notify the Union of all proposed layoffs and reductions
30 in hours at least thirty (30) days prior to such layoffs or reductions in
31 hours. Further, the District shall agree to negotiate with the Union over
32 the impact of these actions.
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ARTICLE 16

CONDITIONS OF AGREEMENT

- 16.1 The District and the Union agree that it is to their mutual benefit to encourage the resolution of difference through the Meet and Negotiation process. Therefore, it is agreed that the District and the Union will support this Agreement for its term. It is further agreed that once the District has notified the union of overt activities, then the Union will assume the responsibilities of monitoring the overt activities of the members of the bargaining unit as they affect the management and/or operation of the District.
- 16.2 Except as provided in this Agreement, neither member of the Union nor any member of the Board of Education, the Superintendent or designee, shall seek change or improvement in any provision of this Agreement for the life of this Agreement. Further, it is recognized that in the absence of specific provisions in this Agreement, all other matters are discretionary to the District to the extent that they are not contrary to or inconsistent with the specific provision in this Agreement or State law. Any section contained herein deemed illegal will render that section or portion of the section null and void. The district retains its rights to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency.
- 16.3 It is agreed and understood that there will be no strike or concerted activity to interfere with the operation of the District by the union or by its officers, agents, or members of the unit.
- 16.4 Exclusive of these limits, the District and exclusive representative shall have no further obligation to meet and negotiate during the term of this Agreement on any subject, whether or not said subject is covered by this Agreement.
- 16.5 There shall be signed copies of the final Agreement for the purpose of record for the Union and the District. Within five (5) days after ratification of this Agreement, both parties shall meet to arrange for printing and distribution of a copy of the Agreement to every member of the unit. The District shall pay for the printing of the Agreement. The Union shall receive 50 copies of the Agreement for its own use, and shall handle the distribution of copies to the members of the unit.

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ARTICLE 17

NON-DISCRIMINATION

17.1 The District and the exclusive representatives agree that neither party will discriminate against any employee in the bargaining unit because of such individual's race, color, national origin, ancestry, religion, marital status, sex, sexual orientation, handicap, age, or participation or nonparticipation in lawful union activities.

17.2 Any alleged violation of 17.1 above shall not be subject to the grievance procedures. All such alleged violations shall be processed in accordance with the requirements of other agencies duly authorized to consider such allegations, i.e., Public Employment Relations Board, the Equal Employment Opportunity Commission, and like agencies.

1 **ARTICLE 18**

2 **WAGES**

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5
6 18.1 Salary Schedule

7
8 Effective July 1, 2007, unit members will be compensated in accordance with the
9 attached salary schedule reflecting a two and one-half percent (2.5%) across-
10 the-board increase.

11
12 18.2 Longevity Pay

13
14 18.2.1 The employer agrees to pay a longevity increment to each employee
15 covered by this Agreement based on the current salary schedule step.

- 16
17 (a) A total of 2 1/2 percent after ten (10) years with the employer;
18
19 (b) A total of 5 percent after fifteen (15) years with the employer;
20
21 (c) A total of 7 1/2 percent after twenty (20) years with the employer.
22
23 (d) A total of 10 percent after twenty-five years with the employer.

24
25 18.2.2 Longevity increments shall be paid effective on the employee's annual
26 anniversary date of employment with the district.

27
28 18.2.3 An employee who is promoted to a classification allocated to a range
29 with a higher maximum salary shall be placed on the step of that range
30 which most closely approximates 8 percent in amount above the
31 employee's salary prior to promotion exclusive of special pay additives.

32
33 18.3 Night Differential

34
35 18.3.1 A night differential of 5 percent is established to compensate for all shifts
36 that have 50 percent or more work between the hours of 5 p.m. and 8
37 a.m.

38
39 18.3.2 It is understood that anyone receiving time and one-half (1-1/2) from
40 his/her regularly scheduled working hours will not be compensated for
41 the night differential percentage.

42
43 18.3.3 In addition, any regularly scheduled employee whose job performance
44 constitutes more than fifty percent (50%) of his/her time between the
45 hours of 5 p.m. and 8 a.m. in a regular month will be compensated with a
46 night differential.

1 18.4 Range Increases

2
3 The Board may increase the salary range for any classification in the unit after
4 consulting with the Exclusive Representative.

5
6 18.5 Wages Section-Retirement Related Benefits

7
8 The District and employee contribution rate for Public Agency Retirement System
9 will be 3.75%. The District agrees to pay any increase in "individual participant
10 service fee" that occurs within five years of January 1, 1992.

11
12 18.6 Assignment Out of County

13
14 Except for employees covered by Section 19.4 any employee who, because of a
15 work assignment out of county, is required to have meals away from the district
16 or is required to be lodged away from home, shall be reimbursed for the actual
17 and necessary costs as predetermined by the Employer. Every effort will be
18 made to process claims as soon as possible after receipt from claimant.

19
20 18.7 Pay Options

21
22 Unit members with a work year of nine and one-half (9 1/2) or ten (10) months
23 will have the option to receive twelve (12) equal warrants.

24
25 18.8 Uniforms

26
27 The District and the Union have developed a detailed Side Letter of Agreement
28 regarding uniforms, safety glasses and related matters. Copies of the Side Letter
29 of Agreement shall be distributed with copies of the Agreement.

30
31 18.9 Public Agency Retirement System (PARS)

32
33 18.9.1 The District contribution rate for individuals covered by PARS shall be
34 3.75%. The employee contribution rate shall be 3.75%

35
36 18.9.2 The District agrees to pay any increase in the individual participant
37 service fee that occurs within five years of January 1, 1992.

38
39 18.9.3 Any changes in the plan or fees will cause automatic reopening of
40 negotiations of the provisions of 18.9 of this agreement.

41
42 18.10 Mileage

43
44 Employees required to travel to more than one site to complete a single
45 assignment on the same day shall be reimbursed for mileage at the Board
46 approved rate, not less than the IRS approved rate, and shall be in paid status
47 during the period of required travel. Neither an employee's break nor lunch
48 period shall be allocated as travel time.

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18.11 Reclassification Implementation

Reclassification Study to be implemented as follows:

- (a) Positions to be placed on recommended ranges at step which most closely approximates, but is not less than, employee’s current salary.
- (b) Implementation upon approval of the Board.
- (c) Incumbent employees in positions with job description modification will be “grandfathered.”

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ARTICLE 19

TRANSPORTATION DEPARTMENT PROVISIONS

19.1 Call-In Time - Unscheduled Hours

19.1.1 Bus drivers who are called in and are directed to work during unscheduled hours shall receive a minimum of two hours pay so long as the work during unscheduled hours takes place during a time segment which is separated by more than 30 minutes from the bus driver's regular assigned hours on the particular work day. This does not apply to those instances where a driver has placed him/herself on a list and is waiting for available work. The two (2) hour guarantee shall remain in place for "minimum days."

19.2 Bus Drivers - Minimum Time Guarantees for Saturday, Sunday, Holidays

19.2.1 Bus drivers who drive field trips on Saturday, Sunday or a holiday shall be guaranteed a minimum of three hours of pay for a one-way trip.

19.2.2 Bus drivers who drive field trips on Saturday, Sunday, or a holiday shall be guaranteed a minimum of five hours of pay for a two-way trip.

19.2.3 Management shall have the discretion to determine whether the bus driver is required to remain for the duration of the scheduled activity. If the bus driver is required to stay, the bus driver shall receive payment for the actual hours of service or for the guarantee described above, whichever is greater.

19.3 Bus Driver Check Out Time

19.3.1 Bus drivers shall be allowed 15 minutes to check out mini-buses (32 passenger capacity or less) and 20 minutes to check out buses (more than 32 passenger capacity).

19.3.2 Bus drivers shall be allowed 15 minutes to check out buses equipped with hydraulic brakes and 20 minutes to check out air brake equipped buses. Buses with hydraulic brakes and a capacity of larger than 32 passengers shall be allowed 20 minutes. Buses with dual air brake systems having large capacity air tanks that require draining shall be allowed 30 minutes.

1 19.4 Bus Driver Overnight Trip Hours

2
3 Drivers required to be temporarily relocated overnight shall be paid a business
4 stipend equivalent to the hourly rate of Range 28, Step 5 of the salary schedule
5 in lieu of reimbursement for actual expenses commencing at the time they clock
6 in for the trip and continuing until the time they clock out at the completion of the
7 trip. Meals and lodging will be paid by the employee. Lists for field trips shall be
8 posted weekly showing accumulated hours. The rate of payment based on the
9 total number of hours worked shall not imply that the driver is obligated to District
10 responsibilities the entire length of the trip.

11
12 HOURS ON DUTY 13 CCR 1212. Driving hours and on-duty status begin at a
13 point following eight consecutive hours off duty, except as provided in subsection
14 (b) (3). Driver's hours shall be regulated from the time a driver first reports for
15 duty for any employer as follows:

16
17 School Buses, School Pupil Activity Buses, Youth Buses, and Farm Labor
18 Vehicles. The driver of a school bus, SPAB, youth bus, or farm labor vehicle
19 shall not drive more than 10 hours within a work period or drive after 16 hours
20 have elapsed since first reporting for duty.

21 The transportation director or his/her designee shall appoint a lead bus driver for
22 overnight trips when two or more buses are involved in the trip.

23
24 19.5 "Mid-day" Runs

25
26 "Mid-day" Runs are defined as those which occur after the morning runs and
27 before the afternoon runs. When they are not "connected" to either a morning or
28 afternoon run, but require the bus driver to commence a separate trip, they will
29 be compensated with a minimum of one (1) hour.

30
31 There shall be a one (1) hour guarantee for the Mid-day substitute runs.
32
33
34

35 19.6 Extra Work Board(s)

36
37 Extra work will be assigned on a rotational basis first to those drivers who can
38 complete the assignment without going into overtime, and then to those drivers
39 who would use the least amount of overtime. School bus drivers will not take off
40 a bid assignment to do extra work. The District Custodian substitute list will
41 continue to be used for selecting substitute Vehicle Service Assistants, Assistant
42 Mechanics, Mechanics, and Vehicle Service Technicians. The Personnel
43 Commission's Transportation substitute clerical list will continue to be used for
44 Fees for Transportation Services (FTS) and Operations/scheduling needs.
45
46
47
48

1 19.7 Behind the Wheel Evaluation Form

2
3 The school bus driver behind the wheel evaluation form shall be the form agreed
4 to and dated March 19, 1992. Any changes to this form will be by mutual
5 consent of the parties.

6
7 19.8 Camp Trip Relief Driver

8
9 The Transportation Department will provide a relief driver for camp trips when it
10 is notified by the school that they will not provide adult supervisors on the buses.
11 Relief drivers, when not driving, will assume the role of adult supervisor on these
12 trips and assist the driver in student supervision.

13
14 19.9 Training

15
16 The maximum amount of hours paid for Transportation Department sponsored
17 instruction for renewal classes for active school bus drivers (commercial driver's
18 license, H.P.H., first aid, pre-trip inspection training) will be fifteen (15) hours.
19 This does not commit the District to provide the training nor does it establish such
20 practice.

21
22 19.10 Last Day of School

23
24 Operations on the last day of school before summer recess will be as follows:

- 25
26 (a) Bus drivers will be paid their bid time on the last day of school
27
28 (b) Drivers will be assigned related duties throughout the day at the discretion
29 of the District
30
31 (c) The work schedule and assignment of extra routes and field trips to
32 drivers who are available will be done by the operations supervisor and
33 will be posted by noon on the Monday preceding the last day of school.

34
35 19.11 Route Selection

36
37 ROUTE SELECTION (Regular Education) - Route selection will continue to be
38 done by seniority allowing the bus drivers to "package" their own routes by
39 placing together the basic group (a.m. and p.m.) and a mid-day run and/or
40 activity run(s) with a bus of their choice which meets the requirements of
41 passenger needs and vehicle economy. Any Regular Education segment
42 packaged by a driver must connect to a segment on the same side of the District.
43 Interstate 15 serves as the divider for each side of the District.

44
45 ROUTE SELECTION (Special Education) – Route selection will continue to be
46 done by seniority, allowing school bus drivers to select routes that have been
47 packaged by the District (a.m., p.m., mid-day), and the bus assigned by the
48 District to best meet the needs of these routes. With ten days notice, each route

1 segment may be changed to accommodate routing requirements by up to ninety
2 (90) minutes (unless the driver agrees to a greater amount of time) within the
3 time window of 5:30 a.m. and 5:30 p.m. The route a.m. start, or p.m. end time
4 shall not change by more than thirty (30) minutes.
5

6 Route selection will occur once each year to be effective November 1.
7 Transportation procedures will be modified to require that a route be posted for
8 bidding if it increases by thirty (30) minutes or more cumulatively or if it results in
9 an increased level of fringe benefits.
10

11 19.12 Field Trip Selection

12
13 School bus drivers will continue to select non-contracted field trips on a rotational
14 basis. The initial rotation will be by seniority and then by accumulated trip hours.
15 Management may assign five-week night field trips each day outside of the
16 rotational selection basis. Saturday, Sunday, and Holiday field trips will continue
17 to be selected by drivers in accordance with existing procedures identified in
18 Transportation Department Policy. All field trip lists will continue to be posted
19 daily, accumulated hours will be calculated weekly, and posted according with
20 Transportation Department Procedures.
21

22 Meal reimbursement will be paid for the dinner meal to those drivers who, due to
23 field trip assignments, work continuously from their a.m. assignment through to a
24 field trip that ends past 6:00 p.m.
25

26 Prior to May 1, 2004, SEIU will form a study group to examine the efficiencies of
27 this practice.
28

29 The details of the above procedures shall be in accordance with departmental
30 procedure as agreed upon and formulated during the 2003 - 2004 school year.
31 Due to the complexity and changing demands of a transportation program,
32 changes to the above items may become necessary and will be subject to the
33 meet and confer process prior to implementation. The parties shall meet and
34 confer regarding problems which develop in the administration of this agreement.
35

36 19.13 Variable Route Assignment

37
38 Management may create positions with a minimum of four (4) hours that do not
39 have a scheduled route. Each such assignment shall be posted for bidding with
40 specified times and hours.
41

42 19.14 Uniforms

43
44 Eliminate District provided uniforms for school bus drivers. A dress code will be
45 adopted that requires school bus drivers to wear white or light colored shirts, full-
46 length dark trousers or full-length dark jeans. Dark shorts may be worn, but they
47 will have an in-seam length of anywhere between a 6 inch inseam to somewhere
48 at or above the knee. No jean shorts will be worn. No spandex material will be
49 worn. Shoes must be of a closed toe/closed heel design with nonskid sole
50 material. School bus drivers will wear their District furnished identification badge.
51 School bus drivers provided jackets upon request.
52

1 **ARTICLE 20**

2
3 **TERM OF AGREEMENT**

4
5 20.1 This Agreement shall become effective on July 1, 2007, and shall continue in effect
6 until June 30, 2010.

7
8 During the second year, parties will open Article 10 – Health and Welfare Benefits.

9
10 During the third year of the agreement, the parties agree to reopen:

11
12 Article 10 – Health and Welfare Benefits

13 Article 18 – Wages

14 And each party may reopen any other four (4) articles.
15

16
17
18 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed
19 by their duly authorized officers
20

21
22 POWAY UNIFIED
23 SCHOOL DISTRICT

SERVICE EMPLOYEES
INTERNATIONAL UNION, Local 221

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APPENDIX "A"

MEMBERS OF THE OPERATIONS SUPPORT SERVICES UNIT, SHALL INCLUDE

- 1 Lead Food Service Assistant
- 2 Food Service Assistant II
- 3 Food Service Assistant I
- 4 Vehicle Maintenance Coordinator
- 5 Vehicle Maintenance Technician
- 6 Mechanic
- 7 Driver Instructor
- 8 Assistant Mechanic
- 9 Vehicle Service Worker
- 10 Behind the Wheel Instructor
- 11 Bus Driver
- 12 Vehicle Service Assistant
- 13 Lead Groundskeeper
- 14 Irrigation Technician
- 15 Sprinkler Repair Technician I
- 16 Grounds Equipment Operator
- 17 Groundskeeper II
- 18 Groundskeeper I
- 19 Storekeeper
- 20 Food Service Warehouse Operator
- 21 Warehouse Worker
- 22 Lead Custodian
- 23 Senior Crew Chief
- 24 Crew Chief
- 25 Custodian
- 26 Locker Room Attendant
- 27 Project Management Specialist
- 28 Lead HVAC and Refrigeration Technician
- 29 Lead Maintenance Support Services
- 30 Project Leader Cabling
- 31 HVAC and Refrigeration Technician
- 32 Electronics Systems Technician
- 33 Telecommunications Technician
- 34 Construction Services Coordinator
- 35 Electrician
- 36 Plumber
- 37 Lead Maintenance Worker
- 38 Carpenter/Cabinet Maker
- 39 Roofer
- 40 Locksmith
- 41 Painter
- 42 Project Controller
- 43 Cable Technician
- 44 Equipment Operator
- 45 Maintenance Worker II
- 46 Maintenance Worker I
- 47 Delivery Worker

51 Shall EXCLUDE: All management, supervisory, and confidential employees and all other
52 classified employees
53

**POWAY UNIFIED SCHOOL DISTRICT
BOARD POLICY**

Article 4.0 PERSONNEL SERVICES
4.3 CLASSIFIED PERSONNEL

Originator: Assistant Superintendent/Personnel Support
Services

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Section 4.317 -Operation Support Services Unit

Salary Schedule PERS Members - Effective 7/1/05

References: - Appendix "B"

Job Classification	Pay Range
--------------------	-----------

FOOD SERVICES

Lead Food Service Assistant	29
Food Service Assistant II	17
Food Service Assistant I	15

TRANSPORTATION

Vehicle Maintenance Coordinator	45
Vehicle Maintenance Technician	39
Mechanic	36
Assistant Mechanic	32
Driver Instructor	32
Behind the Wheel Instructor	30
Vehicle Service Worker	29
Bus Driver	28
Vehicle Service Assistant	25

GROUNDS

Lead Groundskeeper	38
Irrigation Technician	35
Sprinkler Repair Tech I	32
Grounds Equipment Operator	30
Groundskeeper II	29
Groundskeeper I	26

WAREHOUSE

Storekeeper	30
Food Service Warehouse Operator	28
Warehouse Worker	26

OPERATIONS

Lead Custodian	30
Senior Crew Chief	29
Crew Chief	28
Custodian	25
Locker Room Attendant	21

FACILITIES

Project Management Specialist	51
Telecommunications Technician	46
Construction Services Coordinator	45
Electronics Systems Technician	43
Lead HVAC & Refrigeration Tech.	43
Lead Maintenance Support Services	43
Project Leader Cabling	43
Cable Technician	40
Electrician	39
HVAC & Refrigeration Technician	39
Lead Maintenance Worker	39
Plumber	39
Carpenter/Cabinet Maker	38
Locksmith	38
Painter	37
Roofer	37
Equipment Operator	36
Project Controller	34
Maintenance Worker II	33
Maintenance Worker I	31
Delivery Worker	24

Range	Monthly Rate					Hourly Rate				
	1	2	3	4	5	1	2	3	4	5
10	1666	1750	1839	1932	2030	9.61	10.10	10.61	11.15	11.71
11	1708	1794	1885	1980	2081	9.85	10.35	10.88	11.42	12.01
12	1750	1839	1932	2030	2133	10.10	10.61	11.15	11.71	12.31
13	1794	1885	1980	2081	2186	10.35	10.88	11.42	12.01	12.61
14	1839	1932	2030	2133	2241	10.61	11.15	11.71	12.31	12.93
15	1885	1980	2081	2186	2297	10.88	11.42	12.01	12.61	13.25
16	1932	2030	2133	2241	2354	11.15	11.71	12.31	12.93	13.58
17	1980	2081	2186	2297	2413	11.42	12.01	12.61	13.25	13.92
18	2030	2133	2241	2354	2473	11.71	12.31	12.93	13.58	14.27
19	2081	2186	2297	2413	2535	12.01	12.61	13.25	13.92	14.63
20	2133	2241	2354	2473	2598	12.31	12.93	13.58	14.27	14.99
21	2186	2297	2413	2535	2663	12.61	13.25	13.92	14.63	15.36
22	2241	2354	2473	2598	2730	12.93	13.58	14.27	14.99	15.75
23	2297	2413	2535	2663	2798	13.25	13.92	14.63	15.36	16.14
24	2354	2473	2598	2730	2868	13.58	14.27	14.99	15.75	16.55
25	2413	2535	2663	2798	2940	13.92	14.63	15.36	16.14	16.96
26	2473	2598	2730	2868	3013	14.27	14.99	15.75	16.55	17.38
27	2535	2663	2798	2940	3089	14.63	15.36	16.14	16.96	17.82
28	2598	2730	2868	3013	3166	14.99	15.75	16.55	17.38	18.27
29	2663	2798	2940	3089	3245	15.36	16.14	16.96	17.82	18.72
30	2730	2868	3013	3166	3326	15.75	16.55	17.38	18.27	19.19
31	2798	2940	3089	3245	3409	16.14	16.96	17.82	18.72	19.67
32	2868	3013	3166	3326	3495	16.55	17.38	18.27	19.19	20.16
33	2940	3089	3245	3409	3582	16.96	17.82	18.72	19.67	20.67
34	3013	3166	3326	3495	3671	17.38	18.27	19.19	20.16	21.18
35	3089	3245	3409	3582	3763	17.82	18.72	19.67	20.67	21.71
36	3166	3326	3495	3671	3857	18.27	19.19	20.16	21.18	22.25
37	3245	3409	3582	3763	3954	18.72	19.67	20.67	21.71	22.81
38	3326	3495	3671	3857	4053	19.19	20.16	21.18	22.25	23.38
39	3409	3582	3763	3954	4154	19.67	20.67	21.71	22.81	23.97
40	3495	3671	3857	4053	4258	20.16	21.18	22.25	23.38	24.57
41	3582	3763	3954	4154	4364	20.67	21.71	22.81	23.97	25.18
42	3671	3857	4053	4258	4473	21.18	22.25	23.38	24.57	25.81
43	3763	3954	4154	4364	4585	21.71	22.81	23.97	25.18	26.45
44	3857	4053	4258	4473	4700	22.25	23.38	24.57	25.81	27.12
45	3954	4154	4364	4585	4817	22.81	23.97	25.18	26.45	27.79
46	4053	4258	4473	4700	4938	23.38	24.57	25.81	27.12	28.49
47	4154	4364	4585	4817	5061	23.97	25.18	26.45	27.79	29.20
48	4258	4473	4700	4938	5188	24.57	25.81	27.12	28.49	29.93
49	4364	4585	4817	5061	5317	25.18	26.45	27.79	29.20	30.68
50	4473	4700	4938	5188	5450	25.81	27.12	28.49	29.93	31.44
51	4585	4817	5061	5317	5587	26.45	27.79	29.20	30.68	32.23
52	4700	4938	5188	5450	5726	27.12	28.49	29.93	31.44	33.03
53	4817	5061	5317	5587	5869	27.79	29.20	30.68	32.23	33.86

The following long-service increments shall apply:

- 2-1/2 % Increase at the conclusion of ten (10) years of service
- 2-1/2 % Increase at the conclusion of fifteen (15) years of service
- 2-1/2 % Increase at the conclusion of twenty (20) years of service
- 2-1/2 % Increase at the conclusion of twenty (25) years of service