AGREEMENT
BETWEEN
THE
BOARD OF EDUCATION OF THE
POWAY UNIFIED SCHOOL DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 2028

Operation Support
Unit

July 1, 1995 - June 30, 1997
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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
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.

1.1.12 "Regular, Part-Time Employee" is defined as a member of the unit who is assigned to work less than the regular full-time employee as defined in this agreement.

1.1.13 "School Year" refers to the yearly period from July 1 to June 30.

1.1.14 "Seniority" shall be based upon initial hire date in probationary status.

1.1.15 "Days" as used in this agreement refer to workdays unless otherwise specified i.e., calendar days. "Days" also refers to days in which the District administrative offices are open for business.
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

DISTRICT RIGHTS

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

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

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

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 prior to 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 prior to 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, attorneys fees and costs, or any other actions arising from the provisions of this Article.
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.

5.2 Increased Hours - Food Services

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

5.2.2 Nothing in this section shall prevent the District from creating new full-time or part-time positions in lieu of increasing hours in existing positions.
5.2.3 A unit member who has received a current overall unsatisfactory job evaluation shall not be eligible for greater assigned time as discussed in Section 5.2.1 and 5.2.4.

5.2.4 District sponsored and paid extra work of a temporary nature shall be offered on a rotating basis to the most senior unit member within the classification at the work site. This section shall not apply to the catering programs and A.S.B. sponsored or similar activities where costs are ultimately paid by an organization other than the District.
ARTICLE 6

OVERTIME

6.1 Except as indicated in 19.4 of this Agreement, overtime is defined as all directed work by a unit member in a paid status, in excess of eight (8) hours per day worked either before or after the regular assigned shift or in excess of forty (40) hours per workweek.

6.2 Compensation for overtime work shall be at the rate of one and one-half (1-1/2) times the unit member's regular hourly rate. Time and one-half (1-1/2) will be paid for all hours worked on the sixth consecutive day and double time will be paid for all hours worked on the seventh consecutive day.

6.3 When employees are required to work on a regularly scheduled day off, they shall receive time and one-half (1-1/2) their regular rate of pay and be guaranteed a minimum of three (3) hours work.

6.4 Employees who are required to work on a holiday shall receive regular pay for the holiday plus time and one half (1-1/2) for hours worked during the holiday and are guaranteed a minimum of three (3) hours work.

6.5 Compensatory time off may be substituted for overtime pay upon the request of the employee and the approval of the supervisor. Such time off to be computed at the rate of one and one-half (1-1/2) times the number of hours worked as overtime. Such compensatory time off shall be granted within twelve (12) calendar months following the month in which overtime was worked and without impairing the services rendered by the district.

6.6 Overtime work at a particular site which is scheduled on a regular and continuing basis, whether weekly, biweekly or monthly, shall first be offered on a rotating basis to unit members at the particular site who desire overtime work.

6.7 Additional overtime work which is not filled under the provisions of Section 6.6 shall be dispensed to unit members who have placed themselves on a departmental overtime list. Any overtime work by a unit member shall affect his/her standing on the departmental overtime list.

6.8 Procedures which relate to the use of overtime eligibility lists shall be developed in accordance with the provisions contained in Article 15.6.

6.9 Nothing in this Article shall restrict the right of management to assign overtime work outside any established rotational system when the overtime work requires particular expertise or special knowledge on the part of an employee (i.e. particular equipment operation, maintenance or a specific familiarity with project, etc.).
6.10 An employee who has received a current overall unsatisfactory job evaluation shall not be eligible for overtime work.

6.11 "Call back time" is defined as that time wherein an employee is requested to return to work after having completed an eight (8) hour day. Persons called back shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times the rate of pay.

6.12 Except in unforeseen circumstances, unit members shall be given 24 hours advance notice of overtime work.

6.13 Sections 6.2 - 6.9 are inapplicable to bus drivers.
ARTICLE 7

VACATION

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

LENGTH OF SERVICE: AMOUNT OF VACATION TIME:

One (1) through three (3) years Ten (10) days per year -- .03846 hrs. per hour

Four (4) years through (10) ten years Fifteen (15) days per year -- .05769 hrs. per hour

Eleven (11) and over Twenty (20) days per year -- .07731 hrs. per hour

More than fifteen (15) years Twenty-two (22) days per year -- .08462 hrs. per hour

7.2 For purposes of this Article, vacation credit shall be computed at the employee's regular hours per day assignment.

7.3 Vacation dates will be assigned as requested, if possible. Department work loads must also be taken into consideration.

7.4 Any employee who commences his/her prescribed vacation period and subsequently becomes ill, subject to hospital confinement or physician's care, or bereaved before his vacation period has been completed, shall, if requested, be placed on sick leave or bereavement leave as applicable, in addition to or in lieu of his/her prescribed vacation.

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

7.6 Vacation time may not be accumulated but must be taken before the end of the fiscal year following the school year in which the vacation time is earned. Written requests and justification for extending carryover vacation time must be submitted to the Superintendent for his consideration thirty (30) calendar days prior to the end of the fiscal year referred to above.
7.7 If a holiday occurs during the employee's vacation period, such employee, at his/her option, shall be either entitled to a day off in addition to his/her regular vacation or to an additional day off with pay.

7.8 Vacation may, with the approval of the employer, be taken at any time during the school year. If the employee is not permitted by the Employer to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the employer.

7.9 Upon separation from service, employees shall be entitled to lump sum compensation for all earned and unused vacation.
ARTICLE 8

HOLIDAYS

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

A. Independence Day

B. New Year's Day

C. Lincoln's Birthday

D. Washington's Birthday (Presidents' Day)

E. Labor Day

F. Admission Day or an alternate day designated by the Superintendent

G. Veteran's Day

H. Memorial Day

I. Thanksgiving Day

J. Day after Thanksgiving Day

K. Christmas

L. Two (2) days during the winter holiday at a time designated by the Superintendent

M. One day in the spring to be designated by the Superintendent

N. Martin Luther King Day

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

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

8.4 If a paid holiday is observed on an employee's scheduled day off, he/she shall
be paid for the unworked holiday or shall be entitled to an additional day off.

8.5 If a paid holiday is scheduled while an employee is on a paid leave status, then
that day shall not be deducted from the employee's accrued leave.

8.6 The specific dates of all holidays will be established in the adopted school district
calendar. The exclusive representative shall be entitled to have one
representative serve on the District Calendar Committee.
ARTICLE 9

LEAVES OF ABSENCE

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

INABILITY TO PERFORM REGULAR DUTIES

Sick Leave
Industrial Accident and Illness Leave
Personal Necessity Leave
General Leave

REQUIRED OBLIGATION

Judicial Leave
Legislative Leave
Military Leave
Bereavement Leave
Personal Leave

IMPROVEMENT OF EMPLOYEE

Absence for Examination
Leave of Absence Without Pay
Leave to Serve in an Exempt, Temporary or Limited Term Position

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

INABILITY TO PERFORM REGULAR DUTIES

9.1 Sick Leave

9.1.1 Each twelve (12) month classified employee is entitled to twelve (12) days of sick leave annually, with pay, accumulative without limit. The proration is one day per month of service, or major portion thereof, for all employees including those whose service is less than twelve (12) months annually. Credit for leave need not be accrued prior to taking such leave; however, new employees may not take over six (6) days of sick leave until they have completed six (6) months of service. All unaccrued leave taken by an employee under this rule shall be deducted from a final paycheck.
9.1.2 Proof of illness or injury shall include notification (if possible, prior to absence) to the Superintendent or designee and any further evidence the Personnel Support Services Department may reasonably require. Persons absent more than five (5) days, or who exhibit a pattern of abuse of sick leave, shall be required to submit to the District a practicing physician's statement (Form B-72) that the employee is fit for service.

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

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

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

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

9.2 Industrial Accident and Illness

9.2.1 Eligibility for Industrial Accident Leave and Industrial Illness Leave accrues immediately by virtue of employment with the employer.
A. Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties.

B. An employee who has sustained a job-related injury shall report the injury on the appropriate district form as soon as possible to the immediate supervisor. An employee shall report any illness on the appropriate District form to the immediate supervisor as soon as possible of knowledge that the illness is an alleged industrial illness.

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

9.3 Personal Necessity Leave

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

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

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

A. Death of a member of employee's immediate family when additional leave is required beyond the employee's bereavement leave or other leaves granted by the employer.

B. Accident, involving the employee's person or property, or the person or property of a member of the employee's immediate family.

C. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
D. Serious illness or surgery involving a member of the employee's immediate family as verified by a medical practitioner.

9.4 General Leave

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

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

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

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

9.5 Judicial Leave

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

9.5.2 Judicial leave, when granted pursuant to Section 9.5.1 may be granted with pay up to the amount of the difference between the unit member's regular earnings and the amount received for jury or witness fees. All witness or jury duty fees received by the unit members must be remitted to the District.
9.5.3 Unit members who appear in court under a subpoena must submit a copy of the subpoena and/or a court verification of appearance in order to receive pay under this section.

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

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

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

9.6 Leave For Legislative Position

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

9.7 Military Leave

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

9.8 Bereavement Leave

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

9.8.2 Members of the immediate family, as used in this section, mean the mother, father, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or spouse, or any relative living in the immediate household of the employee.

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

9.9 Compelling Reasons Leave

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

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

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

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

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

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

9.11 Leave of Absence Without Pay

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

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

B. The granting of a leave of absence without pay gives to the employee the right to return to the position classification held at the time of leave at the expiration of the leave, provided the employee is physically and legally capable of performing the duties required.

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

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

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

9.11.5 If an employee cannot be placed in a vacant position in the same class upon return from leave of absence, the employee shall have bumping and reemployment rights, in accordance with seniority, in the same manner as if the employee had been laid off for lack of work or lack of funds on the date the leave expires.
9.12 Leave To Serve In An Exempt, Temporary, or Limited-Term Position

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

9.13 Unauthorized Absence

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

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

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

9.14 FAMILY CARE LEAVE

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

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

9.14.3 When applicable, the District may require that a unit member's request for family care leave be supported by a certification issued by a health care provider of the individual requiring care.
9.14.4  Unit members granted family care leave must utilize all available paid leave and vacation benefits during the period of leave. Following the exhaustion of all paid leave and vacation benefits the unit member shall be placed on unpaid status for the remainder of the family care leave. For purposes of this section "available paid leave" means leave for which the employee meets the District's usual requirements for the use of such leave.

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

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

9.15  Donation Of Sick Leave For Catastrophic Illness

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

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

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

(a) Three unit members appointed by the Chapter Executive Board
(b) Two administrators

The duties of the Governing Committee shall include the following:

(a) To approve requests for withdrawal from the sick leave bank
(b) To make any additionally necessary governing decisions relative to the operation of the sick leave bank.

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

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

(a) The unit member must be a permanent classified employee of the District.

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

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

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

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

9.15.8 Qualifications of Recipient

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

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

(c) A unit member must use all paid leave credits that he or she continues to accrue on a monthly basis before receiving sick leave hours which have been donated to the catastrophic illness leave bank.
(d) The maximum number of hours to be utilized by one unit member for a single catastrophic illness shall not exceed 400 hours or 50% of the total available leave bank, whichever is less.

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

9.15.9 Procedure

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

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

9.15.10 SEIU shall hold the District harmless and indemnify the District from any and all claims, attorneys fees, judgments, costs or settlements arising from the administration of this section.

9.15.11 The Governing Committee's decision to deny a unit member's request for donated catastrophic illness leave is final and not subject to the grievance procedure.
ARTICLE 10

HEALTH AND WELFARE BENEFITS

10.1 Each eligible member of the unit shall be provided a basic insurance package. The basic package shall include major medical, vision, dental, and life insurance coverage. Specific benefits of the basic insurance package shall be described in the District's basic insurance package brochure. Copies of this brochure will be distributed to all members of the Unit as soon as they are completed.

10.2 Commencing January 1, 1996, the maximum annual district dollar contribution for Health and Welfare Benefits shall be as follows:

(a) $4239 for employees who work between seven and seventy-six hundreds (7.76) and eight (8) hours per day.

(b) $3900 for employees who work between six (6) and seven and seventy-five hundreds (7.75) hours per day.

(c) $3094 for employees who work between four (4) and five and ninety-nine hundreds (5.99) hours per day.

The discretionary funds shall not exceed $2225.00 annually.

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

10.3 The District's contribution for Health and Welfare Benefits shall be increased by an amount equal to the arithmetic average of the increased costs of the two (2) HMO basic insurance packages (prorated).

10.4 The District shall continue the employer contribution while the employee is on paid leave status, in the same manner as if the employee had remained in regular service. Employees on district approved, non-paid leaves of absence, or retired employees, may elect to continue coverage for themselves and dependents. Premiums required for coverage must be paid in advance either annually, semi-annually, or quarterly.
10.5 Retired employees may purchase the basic health plan for themselves and their eligible dependents. Employees must be retired under one of the District's formal retirement plan(s) (PERS, PARS, or STRS) early or normal retirement plan provisions; be at least age fifty (50) (PERS, STRS), or age sixty (60) (PARS) or older; and have had ten consecutive previous years of service with the District. Retirees' dependents must meet the same eligibility requirements as dependents of active employees. Upon attainment of age sixty-five (65), the retired employee must sign up for Medicare parts A and B (this applies to dependents also). (Retiree coverage is available for the medical, dental, and vision insurance). Life insurance ceases upon retirement. Premiums required for coverage must be paid in advance either annually, semi-annually, or quarterly. Retirees may change insurance providers during the regular open enrollment period. If the coverage is allowed to lapse, it may not be reinstated the following year or any year thereafter.

10.6 Employees and dependents insurance coverage shall be canceled under the following conditions:

A. The leave expires and the employee does not return to active duty.

B. The required premium payment is not received in the Payroll Department.
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.
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 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.
12.3.2 Information copies shall be sent to the assistant superintendent, Personnel Support Services. Information shall include:

A. A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance.

B. A listing of the provisions of this Agreement which are alleged to have been violated or misapplied.

C. A listing of specific actions requested of the school district which will remedy the grievance.

D. A request for a conference with the supervisor or designated representative, if desired.

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

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

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

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

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

A. The violation or misapplication of the contract.

B. The adverse effects upon the grievant.

C. The specific remedy sought.
12.4.2 The assistant superintendent, Personnel Support Services, upon receiving a properly prepared and filed grievance, will investigate the situation and prepare a proposed resolution within ten (10) days. This proposed resolution will be in writing and a copy will be sent to the grievant and to the supervisor involved.

12.5 Level IV - Appeal to the Board of Education

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

A. The violation or misapplication of the contract.

B. The adverse effect upon the grievant.

C. The specific remedy sought.

D. The specific reasons why the resolution proposed by the assistant superintendent, Personnel Support Services, is unsatisfactory.

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

12.6 Representation

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

12.6.2 The person against whom the grievance is filed, and the grievant, may be represented by no more than two (2) persons of their choice at any one session.
12.6.3 Designation of the grievant’s representative and/or organization shall be in writing. The designation shall be filed on the grievance form at Level I.

12.7 General Provisions

12.7.1 Time allowances set forth in this grievance may be extended by mutual consent of the grievant and the school district.

12.7.2 Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.

12.7.3 Upon request, all parties to the grievance shall make available to other parties involved, all pertinent information not privileged under the law in their possession or control which is relevant to the issue raised by the grievance.

12.7.4 All grievances must begin at Level I, and may be terminated at that level by the complainant's written or oral statement.

12.7.5 A grievance may terminate at any level (II-IV) upon the written request of the grievant.

12.7.6 The failure of the grievant to respond to reasonable conference opportunities within the timeline specified herein shall terminate the grievance.

12.7.7 By mutual consent of both parties, steps in this procedure may be omitted.

12.7.8 The employer shall not agree to the resolution of the grievance until the union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

12.7.9 Any resolution of grievances under this section will not be inconsistent with the terms of this Agreement.

12.7.10 The parties may mutually request the service of the State Conciliation Service for meditation and/or oral recommendations for an unresolved grievance prior to Level IV of the grievance procedure.

12.7.11 A "multiple grievance" is an identical grievance filed by two or more grievants at the same time. "Multiple grievances" must involve identical factual and contract interpretation issues and must identify all individual grievants. "Multiple grievances" may be processed as a single grievance. However, no more than two grievants, selected by the union, may represent the group during the processing of the grievances.
12.7.12 If a grievance alleges a violation, misinterpretation or misapplication of an express term of the Agreement by a manager other than the grievant's immediate supervisor, such grievance shall be initially filed at Level III. The manager who is the subject of the grievance shall be provided with a copy of the grievance at the time of filing at Level III.

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

12.7.14 The second week of winter break shall not be counted as work days under any provision of this Article which establishes a time line for processing grievances.
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.
13.8.3 At the end of each evaluation period, a performance evaluation report shall be made by the appropriate evaluator and discussed in conference with the employee. Such conferences shall be held while the employee is in paid status.

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

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

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

13.9 Appeals of Evaluations:

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

13.9.2 Any unresolved disagreement or dispute arising from an unsatisfactory performance evaluation report may be referred to the assistant superintendent, Personnel Support Services.
ARTICLE 14

SAFETY CONDITIONS OF EMPLOYMENT

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

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

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

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

14.5 In the event a safety complaint is filed by a unit member with an appropriate state or federal agency, a unit member selected by the union shall be entitled to accompany the agency's safety inspector during on-site inspections. The union shall be given advance notice of such inspections.
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.
15.6 **Release Time**

15.6.1 Unit members who serve as negotiations team members shall be granted release time based upon a formula which recognizes time spent in actual negotiations on a particular work day. Under this formula a unit member shall be required to spend eight hours during a workday on actual negotiations and/or the unit members' assigned duties. Time spent on non-negotiations lunch breaks, travel to and from negotiations and the unit members worksite, planning sessions, not immediately prior to negotiations (one hour maximum) shall not be counted in the eight hour requirement.

15.6.2 **Release-Time/Grievances:** A steward or representative designated by SEIU shall be given reasonable periods of release time to process grievances. Supervisors shall be given at least one day prior written notice in the event release time is requested unless the parties agree otherwise. The parties shall attempt to schedule grievance proceedings at times which are least disruptive to the normal operational requirements of the district.

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

15.7 **Union Access**

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

15.7.2 Concurrent with the above, the union staff representative and/or union steward may be granted access to certain areas of the employer's premises, following previous notification to the employer or the designated site administrator where employees are employed, when such visits are necessitated by matters concerning processing of grievances.

15.7.3 SEIU stewards and chapter officers shall not engage in Union business during working hours except during lunch and break periods. Infrequent, brief, employee initiated contacts with Union stewards and chapter officers shall be permitted. However, it shall be the responsibility of the steward or officer to inform the inquiring employee of the time limitation and to continue the rendering of advice during non-duty hours for both employees.
15.8 Leave for Union Business

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

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

15.9 Impacts and Effects of Layoffs

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

15.9.1 The District shall notify the Union of all proposed layoffs and reductions in hours at least thirty (30) days prior to such layoffs or reductions in hours. Further, the District shall agree to negotiate with the Union over the impact of these actions.
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, no 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.
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.
ARTICLE 18

WAGES

18.1 Salary Schedule

18.1.1 Unit members will be paid a 2 percent one-time payment based upon the 1995 calendar year, payable May 31, 1996.

18.1.2 Effective July 1, 1996, unit members shall be compensated in accordance with the salary schedule which is attached hereto as Appendix "B".

18.2 Longevity Pay

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

A. A total of 2 1/2 percent after ten (10) years with the employer;

B. A total of 5 percent after fifteen (15) years with the employer;

C. A total of 7 1/2 percent after twenty (20) years with the employer;

D. A total of 10 percent after twenty-five years with the employer.

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

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

18.3 Night Differential

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

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

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

18.4 **Range Increases**

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

18.5 **Wages Section-Retirement Related Benefits**

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

18.6 **Assignment Out of County**

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

18.7 **Pay Options**

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

18.8 **Uniforms**

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

18.9 **Public Agency Retirement System (PARS)**

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

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

18.9.3 Any changes in the plan or fees will cause automatic reopening of 
negotiations of the provisions of 18.9 of this agreement.
18.10 **Mileage**

Employees required to travel to more than one site to complete a single assignment on the same day shall be reimbursed for mileage at the Board approved rate and shall be in paid status during the period of required travel. Neither an employee’s break nor lunch period shall be allocated as travel time.

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, employees current salary.

(b) Implementation upon approval of the Board.

(c) Incumbent employees in positions with job description modification will be "grandfathered."
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.
19.4 **Bus Driver Overnight Trip Hours**

Drivers required to be temporarily relocated overnight shall be paid a business stipend equivalent to the hourly rate of Range 24, Step 5 of the salary schedule in lieu of reimbursement for actual expenses commencing at the time they clock in for the trip and continuing until the time they clock out at the completion of the trip. Meals and lodging will be paid by the employee. Lists for field trips shall be posted weekly showing accumulated hours. The rate of payment based on the total number of hours worked shall not imply that the driver is obligated to District responsibilities the entire length of the trip.

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

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

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

19.5 **“Mid-day” Runs**

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

Drivers who have chosen a Mid-day Run as part of their bid package will be allowed to take their Mid-day Run off to do a field trip not more than twenty (20) times during the school year.

There shall be a one (1) hour guarantee for the Mid-day substitute runs.

Commencing with the first day of school, the Mid-day Board shall rotate through the list continuously, beginning with the most senior driver.

Drivers who have placed their names on the Mid-day Board must check their names off by 9:00 a.m. if they do not wish to take a Mid-day Run that day. Failure to check their names off by 9:00 a.m. for three (3) times removes their name from the list for the remainder of the bid period.
Drivers requesting sick leave, personal necessity leave or vacation time for mid-day runs must take that leave in conjunction with either their a.m. or p.m. run. The exceptions to this are for emergencies and for doctor's appointments with verification.

19.6 Behind the Wheel Evaluation Form

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

19.7 Camp Trip Relief Driver

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

19.8 Training

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

19.9 Last Day of School

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

(a) Bus drivers will be paid their bid time on the last day of school

(b) Drivers will be assigned related duties throughout the day at the discretion of the District

(c) The work schedule and assignment of extra routes and field trips to drivers who are available will be done by the operations supervisor and will be posted by noon on the Monday preceding the last day of school.

19.10 Route and Field Trip Selection

ROUTE SELECTION - Route selection will continue to be done by seniority allowing the bus drivers to "package" their own routes by placing together the basic route (a.m. and p.m.) and a kindergarten run and/or activity run(s) with a bus of their choice which meets the requirements of passenger needs and vehicle economy.
FIELD TRIP SELECTION - The practice of allowing the drivers to select field trips on a rotational basis will continue. The initial rotation will be by seniority and then by accumulated trip hours.

The details of the above procedures shall be in accordance with departmental procedure as agreed upon and formulated during the 1989-90 school year. Due to the complexity and changing demands of a transportation program, changes to the above items may become necessary and will be subject to the meet and confer process prior to implementation. The parties shall meet and confer regarding problems which develop in the administration of this agreement.

19.11 Variable Route Assignment

Management may create positions with a minimum of four (4) hours that do not have a scheduled route. Each such assignment shall be posted for bidding with specified times and hours.
ARTICLE 20

TERM OF AGREEMENT.

20.1 This Agreement shall become effective on July 1, 1995, and shall continue in effect until June 30, 1997.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers

For the
Board of Education of the Poway Unified School District.

[Signatures]

[Names]

Mary Grillo, Executive Director
Vicki Ledford, Field Representative
Randy Francis
Joe Cataldo
Doug Collins
Dee Hernandez
Bill Hanzlik

[Signatures]
APPENDIX "A"

MEMBERS OF THE OPERATIONS SUPPORT SERVICES UNIT SHALL INCLUDE

Lead Food Services Assistant
Food Services Assistant II
Food Services Assistant I
Senior Mechanic
Mechanic
Automotive Parts Buyer/Storekeeper
Assistant Mechanic
Service Worker
Driver/Instructor
Bus Driver
Behind the Wheel Instructor
Bus Custodian
Sprinkler Repair Tech II
Sprinkler Repair Tech I
Lead Groundskeeper
Turf Equipment Operator
Groundskeeper
Storekeeper
Food Services Warehouse Operator
Warehouse Worker
Lead Delivery Worker
Senior Crew Chief
Crew Chief
Senior Custodian
Athletic Equipment Attend/Trainer
Equip/Tool Room Attendant
Custodian
Lead Air Conditioning, Heating, Refrigeration Technician
Air Conditioning, Heating, Refrigeration Technician
Computer Repair Technician
Electronics Technician
Telecommunications Technician
Lead - Mobile Repair Unit
Electrician
Plumber
Carpenter
Locksmith
Painter/Glazier
Sr. Project Controller
Project Controller
Maintenance Worker II
Maintenance Worker I
Maintenance Materials Buyer/Storekeeper
Delivery Worker

Shall EXCLUDE: All management, supervisory, and confidential employees and all other classified employees.
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<th>Hourly Rate</th>
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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