

**AGREEMENT**

**BETWEEN**

**THE**

**BOARD OF EDUCATION OF THE  
POWAY UNIFIED SCHOOL DISTRICT**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION**

**LOCAL 2028**

*Operations support  
Unit*

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**July 1, 1995 - June 30, 1997**

JUL 28 1997

**TABLE OF CONTENTS**

<b>ARTICLE</b>		<b>PAGE</b>
1	Definition of Terms.....	1
2	Recognition and Negotiation Procedures.....	3
3	District Rights.....	4
4	Organizational Security.....	5
5	Hours of Employment.....	6
6	Overtime.....	8
7	Vacation.....	10
8	Holidays.....	12
9	Leaves of Absence.....	14
	Sick Leave.....	14
	Industrial Accident and Illness.....	15
	Personal Necessity Leave.....	16
	General Leave.....	17
	Judicial Leave.....	17
	Leave For Legislative Position.....	18
	Military Leave.....	18
	Bereavement Leave.....	18
	Compelling Reasons Leave.....	19
	Absence for Examination.....	20
	Leave of Absence Without Pay.....	20
	Leave to Serve In An Exempt, Temporary, or Limited-Term Position.....	21
	Unauthorized Absence.....	21
	Family Care Leave.....	21
	Donation of Sick Leave Catastrophic Illness.....	22
10	Health and Welfare Benefits.....	25
11	Transfer Policy.....	27
12	Grievance Procedures.....	28
13	Evaluation Procedures.....	33
14	Safety Conditions of Employment.....	35
15	SEIU Organizational Rights.....	36
16	Conditions of Agreement.....	39
17	Non-discrimination.....	40
18	Wages.....	41
	Salary Schedule.....	41
	Longevity Pay.....	41
	Night Differential.....	41
	Range Increases.....	42
	Wages Section - Retirement Related.....	42
	Pay Options.....	42
	Uniforms.....	42
	Public Agency Retirement System (PARS).....	42
	Mileage.....	43
19	Transportation Department Provisions.....	44
20	Term of Agreement.....	48

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 1.1.11 "Regular, Full-Time Employee" is defined as a member of the unit who is  
2 assigned to work eight (8) hours a day over a ten (10), eleven (11), or  
3 twelve (12) month annual work schedule.  
4
- 5 1.1.12 "Regular, Part-Time Employee" is defined as a member of the unit who is  
6 assigned to work less than the regular full-time employee as defined in  
7 this agreement.  
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- 9 1.1.13 "School Year" refers to the yearly period from July 1 to June 30.  
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- 11 1.1.14 "Seniority" shall be based upon initial hire date in probationary status.  
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- 13 1.1.15 "Days" as used in this agreement refer to workdays unless otherwise  
14 specified i.e., calendar days. "Days" also refers to days in which the  
15 District 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.

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**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.

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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.

**5.2 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 unit 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.

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2 **5.2.3 A unit member who has received a current overall unsatisfactory job**  
3 **evaluation shall not be eligible for greater assigned time as discussed in**  
4 **Section 5.2.1 and 5.2.4.**  
5

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

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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.

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**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.

<u>LENGTH OF SERVICE:</u>	<u>AMOUNT OF VACATION TIME:</u>
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.



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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.

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**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

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

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43 8.3 Should the President, Congress, Governor of California, or the California State  
44 Legislature declare a public fast, thanksgiving or holiday which is mandated as a  
45 paid holiday for public schools, such days shall be recognized as holidays in

1 addition to those holidays listed in Section 8.1. Additionally, all overtime and  
2 holiday provisions of this Agreement shall be observed.

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4 **8.4** If a paid holiday is observed on an employee's scheduled day off, he/she shall  
5 be paid for the unworked holiday or shall be entitled to an additional day off.

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7 **8.5** If a paid holiday is scheduled while an employee is on a paid leave status, then  
8 that day shall not be deducted from the employee's accrued leave.

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10 **8.6** The specific dates of all holidays will be established in the adopted school district  
11 calendar. The exclusive representative shall be entitled to have one  
12 representative serve on the District Calendar Committee.  
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**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.

1 9.1.2 Proof of illness or injury shall include notification (if possible, prior to absence) to  
2 the Superintendent or designee and any further evidence the Personnel Support  
3 Services Department may reasonably require. Persons absent more than five  
4 (5) days, or who exhibit a pattern of abuse of sick leave, shall be required to  
5 submit to the District a practicing physician's statement (Form B-72) that the  
6 employee is fit for service.  
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8 9.1.3 Classified employees who work five days per week for the full year but for  
9 less than a maximum day are entitled to twelve days sick leave each  
10 school year of the same length regularly worked. Should a classified  
11 employee be transferred from a day of less than maximum time to one of  
12 greater maximum time or should an employee be transferred from greater  
13 maximum time to one of lesser maximum time, time shall be altered up or  
14 down. Said employee's sick leave account shall be increased or  
15 decreased in direct proportion to the ratio of time previously worked per  
16 day to time presently worked per day.  
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18 9.1.4 Classified employees hired for less than a full year (i.e., ten months) shall  
19 earn sick leave in direct proportion to that earned by a person employed a  
20 full year in the same position. However, a new employee of the district  
21 shall not be eligible to take more than six (6) days, or the proportionate  
22 amount to which he/she may be entitled under this section, until the first  
23 day of the calendar month after completion of six (6) months of active  
24 service with the district.  
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26 9.1.5 Regular classified employees shall, once each fiscal year, be credited with  
27 one hundred (100) working days of sick leave, inclusive of those granted  
28 under paragraph 9.1.3. Any such days of sick leave beyond those  
29 granted under the first paragraph of this rule shall be compensated at fifty  
30 percent (50%) of the employee's regular salary. Paid sick leave under this  
31 rule shall not include other paid leave such as holidays, vacations, or  
32 compensating time off to which the employee may be entitled.  
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34 9.1.6 If all available sick leave is exhausted, permanent employees may opt to  
35 use accrued vacation for illness or injury. Such requests must be in  
36 writing, accompanied by proof of illness or injury, and submitted to the  
37 assistant superintendent of Personnel Support Services or his designee  
38 for approval.  
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## 40 9.2 Industrial Accident and Illness

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42 9.2.1 Eligibility for Industrial Accident Leave and Industrial Illness Leave  
43 accrues immediately by virtue of employment with the employer.  
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1 A. Industrial Accident and Illness Leave shall be granted for illness or  
2 injury incurred within the course and scope of an employee's  
3 assigned duties.  
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6 B. An employee who has sustained a job-related injury shall report the  
7 injury on the appropriate district form as soon as possible to the  
8 immediate supervisor. An employee shall report any illness on the  
9 appropriate District form to the immediate supervisor as soon as  
10 possible of knowledge that the illness is an alleged industrial illness.  
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12 9.2.2 Requirements are those provided in compliance with the California  
13 Education Code Statutes but will not exceed a maximum of sixty (60) days  
14 for each industrial accident or illness. Medical proof of ability to return to  
15 work after this leave without limitation or impairment is required.  
16 Exceptions may be made for limited work load consistent with district  
17 needs and at the discretion of the employer.  
18

19 9.3 Personal Necessity Leave

20  
21 9.3.1 The employer will grant to each unit employee up to seven (7) days of  
22 personal necessity leave with pay per year, deductible from sick leave.  
23

24 9.3.2 "Personal necessity" shall be strictly limited to its common and ordinary  
25 meaning, to wit: Circumstances which are truly unavoidable, beyond the  
26 control of the unit member and in the nature of compulsion. Leave for  
27 personal convenience, civic or non-emergency reasons, or circumstances  
28 created by the choice of the unit member does not constitute personal  
29 necessity leave.  
30

31 9.3.3 A maximum of seven (7) days which the unit employee has earned  
32 pursuant to leave of absence for illness or injury (sick leave) may be used  
33 by the employee for cases of personal necessity, including but not limited  
34 to any of the following:  
35

36 A. Death of a member of employee's immediate family when  
37 additional leave is required beyond the employee's bereavement  
38 leave or other leaves granted by the employer.  
39

40 B. Accident, involving the employee's person or property, or the  
41 person or property of a member of the employee's immediate  
42 family.  
43

44 C. Appearance in any court or before any administrative tribunal as a  
45 litigant, party, or witness under subpoena or any order made with  
46 jurisdiction.

1  
2 D. Serious illness or surgery involving a member of the employee's  
3 immediate family as verified by a medical practitioner.  
4

5 **9.4 General Leave**  
6

7 9.4.1 Employees covered by this Agreement shall be entitled to leave benefits  
8 covered by law or granted by the Employer. Regularly employed  
9 part-time employees shall be entitled to all leave benefits granted full-time  
10 employees, but such leaves and benefits shall be prorated in the same  
11 ratio as the regular work hours per day, days per week, weeks per month,  
12 or months per year, of such part-time employees as it bears to eight (8)  
13 hours per day, forty (40) hours per working week, working weeks per  
14 month, or twelve (12) working months during the school year.  
15

16 Each request for leaves of absences by an employee covered by this  
17 Agreement shall be in writing on the form provided by the district. The  
18 employee shall be advised as soon as practical of the action of the  
19 District.  
20

21 9.4.2 General leave shall be granted for a three month period for physical or  
22 mental illness upon proper certification from a licensed medical  
23 practitioner. Leaves for physical disability including maternity, childbirth,  
24 and/or child rearing shall be provided in compliance with the applicable  
25 state or federal law.  
26

27 9.4.3 Leaves granted for mental or physical disability and child rearing may be  
28 renewed for an additional period of up to one year upon approval of the  
29 District. Medical proof of ability to return to work after this leave, without  
30 limitation or impairment, is required. Exceptions may be made for limited  
31 work load consistent with district needs and at the discretion of the  
32 employer.  
33

34 **9.5 Judicial Leave**  
35

36 9.5.1 Unit members who are required to serve as jurors or to appear in court  
37 pursuant to a lawful subpoena shall be entitled to leave without loss of  
38 pay, except as provided for hereinafter.  
39

40 9.5.2 Judicial leave, when granted pursuant to Section 9.5.1 may be granted  
41 with pay up to the amount of the difference between the unit member's  
42 regular earnings and the amount received for jury or witness fees. All  
43 witness or jury duty fees received by the unit members must be remitted  
44 to the District.  
45

1 9.5.3 Unit members who appear in court under a subpoena must submit a copy  
2 of the subpoena and/or a court verification of appearance in order to  
3 receive pay under this section.  
4

5 9.5.4 The jury duty or witness fee referred to in Section 9.5.2 shall not include  
6 amounts reimbursed for mileage, meals, or other similar reimbursements.  
7

8 9.5.5 In the event that a unit member is required to serve as a juror or to appear  
9 in court pursuant to a lawful subpoena for a daily period of time more than  
10 one-half (1/2) the unit member's paid assignment, such unit member shall  
11 not be required to return to work for that day.  
12

13 9.5.6 Employees who are informed that they will be released from jury duty too  
14 late in the day to be included in the following day's work schedule shall  
15 inform their supervisors accordingly and shall report to work the following  
16 day.  
17

## 18 9.6 Leave For Legislative Position

19  
20 9.6.1 Any permanent classified employee elected to the Legislature may be  
21 granted a leave of absence from duties as an employee of the District.  
22 During the term of such leave, the employee may be employed by the  
23 School District to perform less than full-time service for compensation and  
24 terms and conditions as may be mutually agreed upon. Within six (6)  
25 months after the term of office of an employee on leave expires, the  
26 employee shall be entitled to return to the position held at the time of  
27 election, at the salary the employee would have been entitled to if not  
28 absent. If an employee cannot be placed in a vacant position in the same  
29 class upon return from the leave of absence, bumping and reemployment  
30 rights shall prevail.  
31

## 32 9.7 Military Leave

33  
34 9.7.1 Military leaves of absence shall be granted and compensated in  
35 accordance with the Military and Veterans Code.  
36

## 37 9.8 Bereavement Leave

38  
39 9.8.1 Every classified employee is entitled to a leave of absence, after making  
40 application, not to exceed three (3) days, or five (5) days if out-of-state  
41 travel or travel in excess of 300 miles each way is required, on account of  
42 the death of any member of the immediate family. No deduction shall be  
43 made from the salary of such employee, nor shall leave be deducted from  
44 leave granted by other sections of this Agreement. Employee may be  
45 required to submit proof of attending the funeral. All employees will be

1 paid straight time hours on such scheduled days of work for which the  
2 employee is excused.

3  
4 9.8.2 Members of the immediate family, as used in this section, mean the  
5 mother, father, grandmother, grandfather, grandchild, spouse, son,  
6 son-in-law, daughter, daughter-in-law, brother or sister of the employee or  
7 spouse, or any relative living in the immediate household of the employee.  
8

9 9.8.3 In cases involving a long-established personal relationship between a  
10 classified employee and an individual residing within the same household,  
11 bereavement leave may be granted at the discretion of the assistant  
12 superintendent of Personnel Support Services or his designee.  
13

#### 14 9.9 Compelling Reasons Leave

15  
16 9.9.1 Each member of the unit shall be eligible to apply for a maximum of three  
17 (3) days of Compelling Reasons Leave annually. For the first day granted  
18 under this section, the unit member shall receive the regular daily rate of  
19 pay. For the remaining two days granted under this section, the unit  
20 member shall receive one-half of the regular daily rate of pay.  
21

22 9.9.2 Eligibility for this leave requires two workdays of advance written notice  
23 and approval of the principal or supervisor except in the case of an  
24 emergency where prior notice would be impossible.  
25

26 9.9.3 Eligibility for this leave shall be based upon instances of compelling  
27 personal importance which require the unit member to be absent from the  
28 work site during duty hours. Legitimate reasons for requesting the leave  
29 include unavoidable legal or business transactions or matters involving  
30 the unit member's household or family.  
31

32 9.9.4 Under no circumstance shall the unit member be permitted to use  
33 Compelling Reasons Leave for the purpose of concerted or individual  
34 work slowdowns or other refusals to perform regular services or any  
35 aspect of preparation relating to a work stoppage. Also, under no  
36 circumstance shall Compelling Reasons Leave be granted for recreational  
37 purposes or for the purpose of extending a holiday or vacation.  
38

39 9.9.5 All requests for Compelling Reasons Leave shall be subject to a review by  
40 the principal or immediate supervisor to determine compliance with the  
41 eligibility requirements set forth in this section.  
42  
43  
44  
45  
46

1 9.10 Absence for Examination

2  
3 9.10.1 An employee shall be permitted to be absent from duties during working  
4 hours in order to take an examination or to be interviewed for promotion  
5 in the District, without deduction of pay or other penalty, provided that  
6 two (2) days notice is given to the immediate supervisor. It is  
7 understood it may be necessary for the employee to clean up prior to  
8 participating in the interview.

9  
10 9.11 Leave of Absence Without Pay

11  
12 9.11.1 An extended leave of absence without pay may be granted to a  
13 permanent classified employee, upon the written request of the  
14 employee and approval of the Superintendent or designee, subject to  
15 the following restrictions:

16  
17 A. Leave of absence without pay may be granted for any period not exceeding  
18 one (1) year, except that leave for military service shall be granted as provided  
19 by the statutes of the State of California and the Military and Veterans Code,  
20 and leave for service in the Peace Corps or Merchant Marines during time of  
21 national emergency may be granted for a period not to exceed twenty-four (24)  
22 months; and

23  
24 B. The granting of a leave of absence without pay gives to the employee  
25 the right to return to the position classification held at the time of leave at  
26 the expiration of the leave, provided the employee is physically and  
27 legally capable of performing the duties required.

28  
29 9.11.2 The Board of Education may, for good cause, cancel any leave of  
30 absence by giving the absent employee thirty (30) days notice.

31  
32 9.11.3 An employee may make a written request to the Board of Education to  
33 return to work prior to the expiration date of the leave, which may be  
34 approved or rejected by the Board.

35  
36 9.11.4 Failure to report for duty within five (5) working days after a leave has  
37 been canceled or expires shall be considered abandonment of the  
38 position and the employee may be terminated by the Board. This  
39 provision is not applicable to military leave.

40  
41 9.11.5 If an employee cannot be placed in a vacant position in the same class  
42 upon return from leave of absence, the employee shall have bumping  
43 and reemployment rights, in accordance with seniority, in the same  
44 manner as if the employee had been laid off for lack of work or lack of  
45 funds on the date the leave expires.

1 **9.12 Leave To Serve In An Exempt, Temporary, or Limited-Term Position**

2  
3 9.12.1 Any permanent employee who accepts an assignment within the district to  
4 an exempt, temporary, or limited-term position shall, during such  
5 assignment, be considered, for status purposes, as serving in a regular  
6 position and such assignment shall not be considered separation from  
7 service. Upon completion of such service, the employee may, with  
8 management approval, return to the employee's regular position. Failure  
9 to complete the required service will constitute abandonment of position  
10 and may be grounds for disciplinary action.  
11

12 **9.13 Unauthorized Absence**

13  
14 9.13.1 Unauthorized absence is defined as non-performance of those duties and  
15 responsibilities assigned by the district and its representatives including all  
16 duties and responsibilities as defined by the Education Code, Policies of  
17 the Board of Education, the rules and regulations of the district, and  
18 provisions of this Agreement.  
19

20 Unauthorized absence may include, but is not limited to, refusals to  
21 provide service, unauthorized use of sick leave, and unauthorized use of  
22 other leave benefits.  
23

24 An employee is deemed to be on unauthorized absence at such time and on  
25 such occasions as the employee may absent him/herself from the required  
26 duties without prior approval of his/her principal or immediate supervisor, except  
27 as provided for in this Agreement.  
28

29 **9.14 FAMILY CARE LEAVE**

30  
31 9.14.1 A unit member who has been employed one year as a regular classified  
32 employee of the District and who has worked at least 1250 hours in the  
33 previous twelve (12) month period of employment with the District shall be  
34 eligible for family care leave for up to twelve (12) work weeks within a  
35 twelve (12) month period.  
36

37 9.14.2 Family care leave means leave for reason of the birth of a child or  
38 adoption of the employee's child or placement of foster child with the  
39 employee; leave to care for a seriously ill child, spouse or parent; leave for  
40 the employee's own serious health condition.  
41

42 9.14.3 When applicable, the District may require that a unit member's request for  
43 family care leave be supported by a certification issued by a health care  
44 provider of the individual requiring care.  
45

1 9.14.4 Unit members granted family care leave must utilize all available paid  
2 leave and vacation benefits during the period of leave. Following the  
3 exhaustion of all paid leave and vacation benefits the unit member shall  
4 be placed on unpaid status for the remainder of the family care leave. For  
5 purposes of this section "available paid leave" means leave for which the  
6 employee meets the District's usual requirements for the use of such  
7 leave.

8  
9 9.14.5 Group health plan coverage and premium payments shall be maintained  
10 on the same basis as if the employee were in paid status.

11  
12 9.14.6 The District may recover from the unit member the cost of group health  
13 plan premium payments paid by the District during periods of unpaid  
14 family care leave if the unit member fails to return to work after the  
15 expiration of the leave.

16  
17 9.15 Donation Of Sick Leave For Catastrophic Illness

18  
19 9.15.1 Sick Leave Bank. The District shall establish a catastrophic illness sick  
20 leave bank to which eligible unit members may donate earned and  
21 unused sick leave. This donation shall be irrevocable and shall be  
22 accomplished by the unit member completing a written form entitled  
23 "Catastrophic Illness Sick Leave Bank Donation Form." The form shall  
24 clearly state that the sick leave days being donated are irrevocably given  
25 to the catastrophic illness leave bank, and cannot be rescinded for any  
26 reason whatsoever. A donation to the catastrophic illness leave bank  
27 shall be a general donation, and shall not be donated to a specific  
28 employee for his or her exclusive use.

29  
30 9.15.2 "Catastrophic illness" is defined to mean an illness or injury that is  
31 expected to incapacitate an employee for an extended period of time,  
32 which incapacity requires the employee to take time off from work for an  
33 extended period of time, and taking an extended period of time off work  
34 creates a financial hardship for the employee because he or she has  
35 exhausted all of his or her sick leave and other paid leave.

36  
37 9.15.3 Governing Committee. The Governing Committee shall be composed of  
38 five members:

- 39  
40 (a) Three unit members appointed by the Chapter Executive Board  
41 (b) Two administrators.

42  
43 The duties of the Governing Committee shall include the following:

- 44  
45 (a) To approve requests for withdrawal from the sick leave bank.  
46

- 1 (b) To make any additionally necessary governing decisions relative to  
2 the operation of the sick leave bank.  
3

4 Governing decisions will be made by consensus, where possible. Where a  
5 consensus decision cannot be reached, the governing decisions will be made on  
6 the basis of a majority vote; four votes will constitute a majority.  
7

8 9.15.4 **Qualifications to make donations:** A unit member must meet the following  
9 qualifications in order to make an irrevocable donation to the catastrophic  
10 illness leave bank.  
11

12 (a) The unit member must be a permanent classified employee of the  
13 District.  
14

15 (b) The unit member must have an accumulated sick leave balance of at  
16 least ten (10) days at the conclusion of the school year immediately  
17 preceding.  
18

19 9.15.5 **Amount of Donation:** An eligible unit member must donate a minimum of  
20 eight (8) hours of sick leave to the bank. A unit member may not donate  
21 more than forty (40) hours of accumulated sick leave in any one school  
22 year.  
23

24 9.15.6 All references in this procedure to hours of donations or utilization are  
25 based upon full time employment. Hours of donations or utilization for  
26 part time employees shall be credited or used on a pro-rata basis.  
27

28 9.15.7 **Maximum number of hours in sick leave bank.** The maximum number of  
29 hours which may be accumulated in the sick leave bank is 4000 hours.  
30

31 9.15.8 **Qualifications of Recipient**  
32

33 (a) Any permanent unit member suffering from a catastrophic illness is  
34 eligible to apply for use of sick leave days in the catastrophic illness  
35 leave bank.  
36

37 (b) To be eligible for use of sick leave bank days, the unit member must  
38 have exhausted all accrued paid leave credits, including all days of  
39 partial pay sick leave, vacation and other forms of paid leave.  
40

41 (c) A unit member must use all paid leave credits that he or she continues  
42 to accrue on a monthly basis before receiving sick leave hours which  
43 have been donated to the catastrophic illness leave bank.  
44

1 (d) The maximum number of hours to be utilized by one unit member for a  
2 single catastrophic illness shall not exceed 400 hours or 50% of the  
3 total available leave bank, whichever is less.  
4

5 (e) Any unit member requesting use of sick leave hours in the catastrophic  
6 illness leave bank must provide the Governing Committee with written  
7 verification of the catastrophic illness. Such verification must be  
8 prepared in writing by a licensed physician of the State of California.  
9 The Governing Committee may require the unit member who is  
10 incapacitated to undergo an examination by a physician from a list  
11 supplied by the District, at the District's expense, to verify the injury or  
12 illness, the degree of disability, and the anticipated length of disability.  
13

14 9.15.9 Procedure  
15

16 (a) Annual solicitation by SEIU. Contributions for the catastrophic illness  
17 leave bank shall be solicited by SEIU during the month of November  
18 each school year. The District shall prepare all forms which are to be  
19 used by SEIU for purposes of solicitation. All donation forms must be  
20 received by the Payroll Office of the District no later than the last  
21 working day in December of each school year.  
22

23 (b) All requests for use of accumulated sick leave hours in the  
24 catastrophic illness bank shall be presented in writing to the District  
25 which shall forward that request to the Governing Committee. The  
26 District shall provide the unit member with a copy of this contract  
27 provision. It shall be the responsibility of the unit member to satisfy all  
28 conditions of eligibility.  
29

30 9.15.10 SEIU shall hold the District harmless and indemnify the District from any  
31 and all claims, attorneys fees, judgments, costs or settlements arising  
32 from the administration of this section.  
33

34 9.15.11 The Governing Committee's decision to deny a unit member's request for  
35 donated catastrophic illness leave is final and not subject to the grievance  
36 procedure.  
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**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.

1 10.5 Retired employees may purchase the basic health plan for themselves and their  
2 eligible dependents. Employees must be retired under one of the District's  
3 formal retirement plan(s) (PERS, PARS, or STRS) early or normal retirement  
4 plan provisions; be at least age fifty (50) (PERS, STRS), or age sixty (60)  
5 (PARS) or older; and have had ten consecutive previous years of service with  
6 the District. Retirees' dependents must meet the same eligibility requirements as  
7 dependents of active employees. Upon attainment of age sixty-five (65), the  
8 retired employee must sign up for Medicare parts A and B (this applies to  
9 dependents also). (Retiree coverage is available for the medical, dental, and  
10 vision insurance). Life insurance ceases upon retirement. Premiums required for  
11 coverage must be paid in advance either annually, semi-annually, or quarterly.  
12 Retirees may change insurance providers during the regular open enrollment  
13 period. If the coverage is allowed to lapse, it may not be reinstated the following  
14 year or any year thereafter.

15  
16 10.6 Employees and dependents insurance coverage shall be canceled under the  
17 following conditions:

- 18  
19 A. The leave expires and the employee does not return to active duty.  
20  
21 B. The required premium payment is not received in the Payroll Department.  
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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 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 names,  
5 dates, and places necessary for a complete understanding of the  
6 grievance.  
7  
8 B. A listing of the provisions of this Agreement which are alleged to have  
9 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 at  
19 Level II, the request must be granted. The grievant, the party in interest, if  
20 any, and the supervisor may request the presence of a representative at  
21 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 to  
29 the employee within ten (10) days after the conference with the grievant.  
30 Information copies of the decision shall be sent by the supervisor to the  
31 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 superintendent,  
39 Personnel Support Services. The grievant must state the grievance in  
40 writing describing:  
41

- 42 A. The violation or misapplication of the contract.  
43  
44 B. The adverse effects upon the grievant.  
45  
46 C. The specific remedy sought.

- 1 D. The specific reasons why the resolution proposed by the supervisor is  
2 unsatisfactory.  
3

4 12.4.2 The assistant superintendent, Personnel Support Services, upon receiving  
5 a properly prepared and filed grievance, will investigate the situation and  
6 prepare a proposed resolution within ten (10) days. This proposed  
7 resolution will be in writing and a copy will be sent to the grievant and to  
8 the supervisor involved.  
9

10 12.5 Level IV - Appeal to the Board of Education  
11

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

- 20  
21 A. The violation or misapplication of the contract.  
22  
23 B. The adverse effect upon the grievant.  
24  
25 C. The specific remedy sought.  
26  
27 D. The specific reasons why the resolution proposed by the assistant  
28 superintendent, Personnel Support Services, is unsatisfactory.  
29

30 12.5.2 The Board of Education will review the case at the first regular Board  
31 meeting after the item has been placed on the agenda, and give a final  
32 decision no later than the next regular meeting after the item first  
33 appeared on the agenda. The Board's decision is final.  
34

35 12.6 Representation  
36

37 12.6.1 At any step in this procedure the grievant may be heard either personally  
38 or may be represented by a party of his/her own choice. If the employee  
39 selects a representative other than a union representative, the union shall  
40 be notified.  
41

42 12.6.2 The person against whom the grievance is filed, and the grievant, may be  
43 represented by no more than two (2) persons of their choice at any one  
44 session.  
45

1 12.6.3 Designation of the grievant's representative and/or organization shall be in  
2 writing. The designation shall be filed on the grievance form at Level I.  
3

#### 4 12.7 General Provisions

5

6 12.7.1 Time allowances set forth in this grievance may be extended by mutual  
7 consent of the grievant and the school district.  
8

9 12.7.2 Any grievance not appealed to the next step of the procedure within the  
10 prescribed time limits shall be considered settled on the basis of the  
11 answer given in the preceding step.  
12

13 12.7.3 Upon request, all parties to the grievance shall make available to other  
14 parties involved, all pertinent information not privileged under the law in  
15 their possession or control which is relevant to the issue raised by the  
16 grievance.  
17

18 12.7.4 All grievances must begin at Level I, and may be terminated at that level  
19 by the complainant's written or oral statement.  
20

21 12.7.5 A grievance may terminate at any level (II-IV) upon the written request of  
22 the grievant.  
23

24 12.7.6 The failure of the grievant to respond to reasonable conference  
25 opportunities within the timeline specified herein shall terminate the  
26 grievance.  
27

28 12.7.7 By mutual consent of both parties, steps in this procedure may be omitted.  
29

30 12.7.8 The employer shall not agree to the resolution of the grievance until the  
31 union has received a copy of the grievance and the proposed resolution  
32 and has been given the opportunity to file a response.  
33

34 12.7.9 Any resolution of grievances under this section will not be inconsistent  
35 with the terms of this Agreement.  
36

37 12.7.10 The parties may mutually request the service of the State Conciliation  
38 Service for mediation and/or oral recommendations for an unresolved  
39 grievance prior to Level IV of the grievance procedure.  
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 grievance.  
45 However, no more than two grievants, selected by the union, may  
46 represent the group during the processing of the grievances.

1  
2 12.7.12 If a grievance alleges a violation, misinterpretation or misapplication of an  
3 express term of the Agreement by a manager other than the grievant's  
4 immediate supervisor, such grievance shall be initially filed at Level III.  
5 The manager who is the subject of the grievance shall be provided with a  
6 copy of the grievance at the time of filing at Level III.  
7

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

12 12.7.14 The second week of winter break shall not be counted as work days under  
13 any provision of this Article which establishes a time line for processing  
14 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  
2 13.8.3 At the end of each evaluation period, a performance evaluation report  
3 shall be made by the appropriate evaluator and discussed in conference  
4 with the employee. Such conferences shall be held while the employee is  
5 in paid status.

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

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

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

27  
28 **13.9 Appeals of Evaluations:**

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

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

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

12  
13 15.6.2 Release-Time/Grievances: A steward or representative designated by  
14 SEIU shall be given reasonable periods of release time to process  
15 grievances. Supervisors shall be given at least one day prior written  
16 notice in the event release time is requested unless the parties agree  
17 otherwise. The parties shall attempt to schedule grievance proceedings  
18 at times which are least disruptive to the normal operational requirements  
19 of the district.

20  
21 15.6.3 SEIU shall notify the district in writing of the names of all duly appointed  
22 stewards.

23  
24 15.7 Union Access

25  
26 15.7.1 The Board agrees to grant the union representative and/or union steward  
27 access to union members at their work site during lunch hour, break  
28 period, or before or after work, as long as the employee's immediate  
29 supervisor is previously informed and such contact does not interfere with  
30 the employee's assigned work or the orderly operation of the District. If  
31 the immediate supervisor is unavailable, notice shall be given to the  
32 person to whom the supervisor reports.

33  
34 15.7.2 Concurrent with the above, the union staff representative and/or union  
35 steward may be granted access to certain areas of the employer's  
36 premises, following previous notification to the employer or the designated  
37 site administrator where employees are employed, when such visits are  
38 necessitated by matters concerning processing of grievances.

39  
40 15.7.3 SEIU stewards and chapter officers shall not engage in Union business  
41 during working hours except during lunch and break periods. Infrequent,  
42 brief, employee initiated contacts with Union stewards and chapter officers  
43 shall be permitted. However, it shall be the responsibility of the steward  
44 or officer to inform the inquiring employee of the time limitation and to  
45 continue the rendering of advice during non-duty hours for both  
46 employees.

1  
2 **15.8 Leave for Union Business**

3  
4 15.8.1 Ten (10) days total unpaid leave shall be granted by the District for  
5 employees selected by SEIU to attend SEIU conferences or to participate  
6 in other SEIU activities.

7  
8 15.8.2 Leave granted under this section shall be taken in increments of at least  
9 one half (1/2) day and must be preceded by ten (10) days prior written  
10 notice, unless there are unusual circumstances.

11  
12 **15.9 Impacts and Effects of Layoffs**

13  
14 Any work performed by bargaining unit members which has been eliminated due  
15 to lack of work or lack of funds may not be subsequently performed by  
16 volunteers. Also, the District will not contract out work which has been  
17 customarily and routinely performed by employees who have been laid off or  
18 reduced in hours. This section shall not be interpreted to restrict the right of the  
19 District to contract out work on a temporary basis to meet the operational needs  
20 of the District.

21  
22 15.9.1 The District shall notify the Union of all proposed layoffs and reductions in  
23 hours at least thirty (30) days prior to such layoffs or reductions in hours.  
24 Further, the District shall agree to negotiate with the Union over the  
25 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, 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.

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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.

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**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

1 hours of 5 p.m. and 8 a.m. in a regular month will be compensated with a  
2 night differential.

3  
4 **18.4 Range Increases**

5  
6 The Board may increase the salary range for any classification in the unit after  
7 consulting with the Exclusive Representative.

8  
9 **18.5 Wages Section-Retirement Related Benefits**

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

14  
15 **18.6 Assignment Out of County**

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

22  
23 **18.7 Pay Options**

24  
25 Unit members with a work year of nine and one-half (9 1/2) or ten (10) months  
26 will have the option to receive twelve (12) equal warrants.

27  
28 **18.8 Uniforms**

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

33  
34 **18.9 Public Agency Retirement System (PARS)**

35  
36 **18.9.1** The District contribution rate for individuals covered by PARS shall be  
37 3.75%. The employee contribution rate shall be 3.75%

38  
39 **18.9.2** The District agrees to pay any increase in the individual participant service  
40 fee that occurs within five years of January 1, 1992.

41  
42 **18.9.3** Any changes in the plan or fees will cause automatic reopening of  
43 negotiations of the provisions of 18.9 of this agreement.

1 **18.10 Mileage**

2  
3 Employees required to travel to more than one site to complete a single  
4 assignment on the same day shall be reimbursed for mileage at the Board  
5 approved rate and shall be in paid status during the period of required travel.  
6 Neither an employee's break nor lunch period shall be allocated as travel time.  
7

8 **18.11 Reclassification Implementation**

9  
10 Reclassification Study to be implemented as follows:

- 11
- 12 (a) Positions to be placed on recommended ranges at step which most  
13 closely approximates, but is not less than, employees current  
14 salary.
  - 15
  - 16 (b) Implementation upon approval of the Board.
  - 17
  - 18 (c) Incumbent employees in positions with job description modification  
19 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  
4 business stipend equivalent to the hourly rate of Range 24, Step 5 of the  
5 salary schedule in lieu of reimbursement for actual expenses commencing  
6 at the time they clock in for the trip and continuing until the time they clock  
7 out at the completion of the trip. Meals and lodging will be paid by the  
8 employee. Lists for field trips shall be posted weekly showing  
9 accumulated hours. The rate of payment based on the total number of  
10 hours worked shall not imply that the driver is obligated to District  
11 responsibilities the entire length of the trip.

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

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

23  
24 The transportation director or his/her designee shall appoint a lead bus  
25 driver for overnight trips when two or more buses are involved in the trip.

26  
27 19.5 "Mid-day" Runs

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

33  
34 Drivers who have chosen a Mid-day Run as part of their bid package will be  
35 allowed to take their Mid-day Run off to do a field trip not more than twenty (20)  
36 times during the school year.

37  
38 There shall be a one (1) hour guarantee for the Mid-day substitute runs.

39  
40 Commencing with the first day of school, the Mid-day Board shall rotate through  
41 the list continuously, beginning with the most senior driver.

42  
43 Drivers who have placed their names on the Mid-day Board must check their names  
44 off by 9:00 a.m. if they do not wish to take a Mid-day Run that day. Failure to check  
45 their names off by 9:00 a.m. for three (3) times removes their name from the list for  
46 the remainder of the bid period.

1 Drivers requesting sick leave, personal necessity leave or vacation time for mid-  
2 day runs must take that leave in conjunction with either their a.m. or p.m. run.  
3 The exceptions to this are for emergencies and for doctor's appointments with  
4 verification  
5

6 **19.6 Behind the Wheel Evaluation Form**

7  
8 The school bus driver behind the wheel evaluation form shall be the form agreed  
9 to and dated March 19, 1992. Any changes to this form will be by mutual  
10 consent of the parties.  
11

12 **19.7 Camp Trip Relief Driver**

13  
14 The Transportation Department will provide a relief driver for camp trips when it  
15 is notified by the school that they will not provide adult supervisors on the buses.  
16 Relief drivers, when not driving, will assume the role of adult supervisor on these  
17 trips and assist the driver in student supervision.  
18

19 **19.8 Training**

20  
21 The maximum amount of hours paid for Transportation Department sponsored  
22 instruction for renewal classes for active school bus drivers (commercial driver's  
23 license, H.P.H., first aid, pre-trip inspection training) will be fifteen (15) hours.  
24 This does not commit the District to provide the training nor does it establish  
25 such practice.  
26

27 **19.9 Last Day of School**

28  
29 Operations on the last day of school before summer recess will be as follows:  
30

- 31 (a) Bus drivers will be paid their bid time on the last day of school  
32  
33 (b) Drivers will be assigned related duties throughout the day at the discretion  
34 of the District  
35  
36 (c) The work schedule and assignment of extra routes and field trips to  
37 drivers who are available will be done by the operations supervisor and  
38 will be posted by noon on the Monday preceding the last day of school.  
39

40 **19.10 Route and Field Trip Selection**

41  
42 ROUTE SELECTION - Route selection will continue to be done by seniority  
43 allowing the bus drivers to "package" their own routes by placing together the  
44 basic route (a.m. and p.m.) and a kindergarten run and/or activity run(s) with a  
45 bus of their choice which meets the requirements of passenger needs and  
46 vehicle economy.

1  
2 **FIELD TRIP SELECTION** - The practice of allowing the drivers to select field  
3 trips on a rotational basis will continue. The initial rotation will be by seniority  
4 and then by accumulated trip hours.  
5

6 The details of the above procedures shall be in accordance with departmental  
7 procedure as agreed upon and formulated during the 1989-90 school year. Due  
8 to the complexity and changing demands of a transportation program, changes  
9 to the above items may become necessary and will be subject to the meet and  
10 confer process prior to implementation. The parties shall meet and confer  
11 regarding problems which develop in the administration of this agreement.  
12

13 **19.11 Variable Route Assignment**  
14

15 Management may create positions with a minimum of four (4) hours that do not  
16 have a scheduled route. Each such assignment shall be posted for bidding with  
17 specified times and hours.  
18  
19  
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46

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

Service Employees International  
Union, Local 2028

David K. Hughes

Mary Grillo  
Mary Grillo, Executive Director

Wm. [Signature]

Vicki Ledford  
Vicki Ledford, Field Representative

Staley J. Bullard

Randy Francis (VTL)  
Randy Francis

\_\_\_\_\_

Joe Cataldo  
Joe Cataldo

\_\_\_\_\_

Doug Collins  
Doug Collins

Dee Hernandez  
Dee Hernandez

Bill Hanzlik  
Bill Hanzlik

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.

**POWAY UNIFIED SCHOOL DISTRICT  
BOARD POLICY**

**Article 4.0 PERSONNEL SERVICES  
4.3 CLASSIFIED PERSONNEL**

Originator: Assistant Superintendent/Personnel Support Services

Issue No. 39

Date: 5/96

Page 1 of 1

Section 4.317 - Operation Support Services Unit  
Salary Schedule PERS Members - Effective 7/1/96

References: - Appendix "B"

**Job Classification Pay Range**

**FOOD SERVICES:**

Lead Food Services Assistant	17
Food Service Assistant II	12
Food Services Assistant I	10

**TRANSPORTATION**

Senior Mechanic	38
Mechanic	36
Automotive Parts Buyer/Storekeeper	32
Driver Instructor	28
Assistant Mechanic	28
Service Worker	26
Behind the Wheel Instructor	26
Bus Driver	24
Bus Custodian	20

**GROUNDS**

Lead Groundskeeper	31
Sprinkler Repair Tech II	30
Sprinkler Repair Tech I	27
Turf Equip. Operator	25
Groundskeeper II	24
Groundskeeper	22

**WAREHOUSE**

Storekeeper	27
Food Services Warehouse Operator	26
Warehouse Worker	24

**OPERATIONS**

Athletic Equip. Attend/Trainer	26
Lead Custodian	25
Senior Crew Chief	25
Crew Chief	23
Custodian	20

**FACILITIES**

Lead HVAC & Refrigeration Technician	43
HVAC & Refrigeration Technician	39
Computer Repair Technician	39
Electronics Technician	39
Telecommunications Technician	39
Sr. Project Controller	38
Lead Mobile Repair Unit Electrician	38
Plumber	36
Carpenter	34
Locksmith	34
Painter/Glazier	34
Project Controller	34
Maintenance Materials Buyer/Storekeeper	32
Maintenance Worker II	30
Maintenance Worker I	28
Delivery Worker	22

Range	Monthly Rate					Hourly Rate				
	1	2	3	4	5	1	2	3	4	5
10	1349	1417	1489	1564	1644	7.78	8.18	8.59	9.02	9.48
11	1383	1453	1526	1604	1685	7.98	8.38	8.80	9.25	9.72
12	1417	1489	1564	1644	1727	8.18	8.59	9.02	9.48	9.96
13	1453	1526	1604	1685	1770	8.38	8.80	9.25	9.72	10.21
14	1489	1564	1644	1727	1814	8.59	9.02	9.48	9.96	10.47
15	1526	1604	1685	1770	1860	8.80	9.25	9.72	10.21	10.73
16	1564	1644	1727	1814	1906	9.02	9.48	9.96	10.47	11.00
17	1604	1685	1770	1860	1954	9.25	9.72	10.21	10.73	11.27
18	1644	1727	1814	1906	2003	9.48	9.96	10.47	11.00	11.56
19	1685	1770	1860	1954	2053	9.72	10.21	10.73	11.27	11.84
20	1727	1814	1906	2003	2104	9.96	10.47	11.00	11.56	12.14
21	1770	1860	1954	2053	2157	10.21	10.73	11.27	11.84	12.44
22	1814	1906	2003	2104	2211	10.47	11.00	11.56	12.14	12.76
23	1860	1954	2053	2157	2266	10.73	11.27	11.84	12.44	13.07
24	1906	2003	2104	2211	2322	11.00	11.56	12.14	12.76	13.40
25	1954	2053	2157	2266	2380	11.27	11.84	12.44	13.07	13.73
26	2003	2104	2211	2322	2440	11.56	12.14	12.76	13.40	14.08
27	2053	2157	2266	2380	2501	11.84	12.44	13.07	13.73	14.43
28	2104	2211	2322	2440	2564	12.14	12.76	13.40	14.08	14.79
29	2157	2266	2380	2501	2628	12.44	13.07	13.73	14.43	15.16
30	2211	2322	2440	2564	2693	12.76	13.40	14.08	14.79	15.54
31	2266	2380	2501	2628	2761	13.07	13.73	14.43	15.16	15.93
32	2322	2440	2564	2693	2830	13.40	14.08	14.79	15.54	16.33
33	2380	2501	2628	2761	2900	13.73	14.43	15.16	15.93	16.73
34	2440	2564	2693	2830	2973	14.08	14.79	15.54	16.33	17.15
35	2501	2628	2761	2900	3047	14.43	15.16	15.93	16.73	17.58
36	2564	2693	2830	2973	3123	14.79	15.54	16.33	17.15	18.02
37	2628	2761	2900	3047	3201	15.16	15.93	16.73	17.58	18.47
38	2693	2830	2973	3123	3282	15.54	16.33	17.15	18.02	18.93
39	2761	2900	3047	3201	3364	15.93	16.73	17.58	18.47	19.41
40	2830	2973	3123	3282	3448	16.33	17.15	18.02	18.93	19.89
41	2900	3047	3201	3364	3534	16.73	17.58	18.47	19.41	20.39
42	2973	3123	3282	3448	3622	17.15	18.02	18.93	19.89	20.90
43	3047	3201	3364	3534	3713	17.58	18.47	19.41	20.39	21.42

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