

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

**July 1, 2013 - June 30, 2016**

2015-16 SUMMARY OF CONTRACT CHANGES

Article										
7	Vacation									
	7.1	<p>Each employee covered by this Agreement shall accumulate vacation as set forth below. The first day of regular (probationary) employment with the District shall be the basis for the beginning of a year of service for this purpose.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><u>LENGTH OF SERVICE:</u>                      One (1) through three (3) years                      Four (4) through ten (10) years                      Eleven (11) through fourteen (14) years                      More than fifteen (15) years</p> </td> <td style="width: 50%; vertical-align: top;"> <p><u>AMOUNT OF VACATION TIME:</u>  <b>Twelve (12) days per year .04615 hours per hour</b>                      Fifteen (15) days per year .05769 hours per hour                      Twenty (20) days per year .07731 hours per hour                      Twenty-two (22) days per year .08462 hours per hour</p> </td> </tr> </table>	<p><u>LENGTH OF SERVICE:</u>                      One (1) through three (3) years                      Four (4) through ten (10) years                      Eleven (11) through fourteen (14) years                      More than fifteen (15) years</p>	<p><u>AMOUNT OF VACATION TIME:</u>  <b>Twelve (12) days per year .04615 hours per hour</b>                      Fifteen (15) days per year .05769 hours per hour                      Twenty (20) days per year .07731 hours per hour                      Twenty-two (22) days per year .08462 hours per hour</p>						
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	7.3	<p>The number of days of vacation which may be carried forward to a new fiscal year shall not exceed the Unit member's annual allowance, except as provided below. Any excess vacation accrual that a unit member does not take shall be paid out or carried forward to the following school year at the discretion of the District. <b>In the event an employee exceeds their annual vacation accrual, a plan will be developed between the employee and their supervisor to address their excess vacation.</b></p>								
10	Health and Welfare Benefits									
	10.2.1	<p><b>Commencing January 1, 2016, the base annual District contribution for Health and Welfare Benefits for all benefited employees (4.0 to 8.0 hours) shall be \$10,079.90 plus an amount equal to the arithmetic average of the increased costs of the two (2) HMO basic insurance packages. (Section 10.3)</b></p>								
	10.2.3	<p><b>Effective January 1, 2016, the Opt Out maximum cash to warrant will be \$3,725 for employees who work between 4.0 to 8.0 hours per day.</b></p>								
	10.9.1	<p><b>Employees who retire on or after January 1, 2016 shall receive a District contribution in accordance to the following chart:</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th align="center">10 – 14.99 YEARS (\$200)</th> <th align="center">15 – 19.99 YEARS (\$300)</th> <th align="center">20+ YEARS (\$400)</th> </tr> </thead> <tbody> <tr> <th align="center">4.0 to 8.0 hours</th> <td align="center">100% of \$200 or 50%</td> <td align="center">100% of \$300 or 75%</td> <td align="center">100% of \$400 or 100%</td> </tr> </tbody> </table>		10 – 14.99 YEARS (\$200)	15 – 19.99 YEARS (\$300)	20+ YEARS (\$400)	4.0 to 8.0 hours	100% of \$200 or 50%	100% of \$300 or 75%	100% of \$400 or 100%
	10 – 14.99 YEARS (\$200)	15 – 19.99 YEARS (\$300)	20+ YEARS (\$400)							
4.0 to 8.0 hours	100% of \$200 or 50%	100% of \$300 or 75%	100% of \$400 or 100%							
18	Wages									
	18.1	<p><u>Salary Schedule</u>                      Effective July 1, 2015, the 2015-2016 Salary Schedules will be increased by a total of 3%.</p>								
	18.2	<p><u>Longevity Pay</u></p>								
	18.2.1	<p>The employer agrees to pay a longevity increment to each employee covered by this Agreement based on the current salary schedule step.</p> <p>(a) A total of 1 1/2 percent after seven and a half (7.5) years with the employer;                      (b) A total of 3 percent after ten (10) years with the employer;                      (c) A total of 4 1/2 percent after twelve and a half (12.5) years with the employer;                      (d) A total of 6 percent after fifteen (15) years with the employer;                      (e) A total of 7 1/2 percent after seventeen and a half (17.5) years with the employer;                      (f) A total of 9 percent after twenty (20) years with the employer;                      (g) A total of 10 1/2 percent after twenty-two and a half (22.5) years with the employer;                      (h) A total of 12 percent after twenty-five (25) years with the employer;                      (i) A total of 13 1/2 percent after twenty-seven and a half (27.5) years with the employer, and                      (j) A total of 15 percent after thirty (30) years with the employer.</p>								

2015-16 SUMMARY OF CONTRACT CHANGES (Continued)

Article		
19	Transportation Department Provisions	
	19.8	<p><b><u>Camp Trip Supervision</u></b></p> <p>The Transportation Department will provide <b>an additional school bus driver to chaperone students on the bus for camp trips when the school notifies Transportation that they will not provide adult supervision on the bus.</b></p>
	19.12.1	<p><b><u>Field Trip Definitions</u></b></p> <p><b><u>Field Trip Stay</u></b> Is a field trip where the vehicle and driver stay at the destination(s) until passengers are to be returned to the point of origin.</p> <p><b><u>Field Trip Take</u></b> Is a field trip where a vehicle and driver take the passengers to their destination(s) only.</p> <p><b><u>Field Trip Return</u></b> Is a field trip where a vehicle and driver only return passengers from their destination back to their point of origin.</p> <p><b><u>Field Trip Take and Return</u></b> One driver may be assigned both the take and return of a field trip.</p>
	19.14	<p><b><u>Uniforms</u></b></p> <p>School bus drivers will be provided with and required to wear District provided uniform shirts. All permanent District school bus drivers will be provided with six (6) shirts of a polo or collared and button type shirt, combination of their choice, upon successful completion of their initial probationary period. In addition all permanent District school bus drivers may augment their uniform with three (3) additional shirts, per the District standard uniform design, annually. <b>New shirts will be ordered at the annual fall orientation. Those drivers who complete their probation after March 1<sup>st</sup> will order their three (3) additional shirts at the fall orientation in the next calendar year.</b> All permanent District school bus drivers must wear the District provided uniform shirts at all times while officially in paid status. A dress code will be adopted that requires school bus drivers to wear solid colored trousers, jeans (distressed jeans not acceptable) or capri style pants. Solid colored shorts may be worn, but must be a walking length short that comes within an inch above the knee. No cut-off or frayed shorts will be worn. District provided uniform shirts must be worn properly, buttoned and not used as a lightweight jacket. All attire must be clean and well maintained by the District school bus driver. No spandex material will be worn. Shoes must be of a closed toe/closed heel design with nonskid sole material. School bus drivers will wear their District furnished identification badge at all times while officially in paid status and/or on District property. School bus drivers will be provided a jacket or front zippered/hood sweatshirt upon request, but not to exceed more than one jacket or sweatshirt within a three (3) year period.</p>

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Appendix "A" Members and Salary Schedule of the Service Employees International Union, Local 221

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**ARTICLE 1**

**DEFINITION OF TERMS**

1.1 Definitions

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

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

1.1.3 "Union" means Service Employees International Union, Local 221.

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 221.

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

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

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

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

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

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

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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 before April 1, of each year, 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.



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**ARTICLE 4**

**ORGANIZATIONAL SECURITY**

4.1 Members of the Unit have the absolute right to form, join, or participate in the organization(s) of their choice.

4.2 Dues Deductions

Upon receiving notice from the Union, the District shall deduct the amount of dues or fair share fees from the wages and salary of each bargaining Unit member and pay that amount to the Union. Thereafter, the bargaining Unit member shall, as a condition of continued employment, be required to either join the Union or pay the fair share service fee. The amount of fee shall not exceed the dues that are payable by members of the Union, and shall cover the cost of negotiation, contract administration, and other activities of the Association that are germane to its functions as the exclusive bargaining representative.

4.3 Religious Objection Status

The Union shall provide the District with the name of any Unit member who qualifies for religious objection status. Employees who qualify for religious objection status shall indicate the particular IRC Section 501(C)(3) non-religious, non-labor organization to which the District is to direct an amount equal to the fair share service fee.

4.4 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.

4.5 Maintenance of Membership

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

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

1 4.6 Indemnification

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3 The Union shall indemnify and hold the District harmless from any and all claims,  
4 demands, suits, damages, attorney's fees and costs, or any other actions arising  
5 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) consecutive hours or more per day will be granted a rest period of 15 minutes.

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. In addition, employees shall receive at least one additional 15 minute break if an employee works seven (7) hours or more.

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

5.1.7 Out of Class

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

The salary adjustment shall be determined by placement of the Unit member on the step of the range of the classification in which the Unit member is assigned to work which most closely approximates an 8

1 percent increase in the Unit member's salary. However, the maximum  
2 adjustment shall be Step 5 of the salary schedule.  
3

4 **5.2 Increased Hours - Food Services**

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6 5.2.1 When an existing part-time position is assigned an increase in time of one  
7 hour or more per day or when a position is assigned increased time so  
8 that it becomes eligible for health and welfare benefits, the position shall  
9 be advertised to employees and offered to Unit member applicants within  
10 the classification. Increased hours to existing positions of less than one  
11 hour shall be assigned within the discretion of the District.  
12

13 5.2.2 Nothing in this Section shall prevent the District from creating new full-time  
14 or part-time positions in lieu of increasing hours in existing positions.  
15

16 5.2.3 A Unit member who has received a current overall unsatisfactory job  
17 evaluation shall not be eligible for greater assigned time as discussed in  
18 Section 5.2.1 and 5.2.4.  
19

20 5.2.4 District sponsored and paid extra work of a temporary nature shall be  
21 offered on a rotating basis to the most senior Unit member within the  
22 classification at the work site. This Section shall not apply to the catering  
23 programs and A.S.B. sponsored or similar activities where costs are  
24 ultimately paid by an organization other than the District.  
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26 5.2.5 Food Service employees will be offered training annually on a variety of  
27 topics to improve their job skills and professional development.  
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1 **ARTICLE 6**

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3 **OVERTIME**

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- 5 6.1 Except as indicated in 19.4 of this Agreement, overtime is defined as all directed  
6 work by a Unit member in a paid status, in excess of eight (8) hours per day  
7 worked either before or after the regular assigned shift or in excess of forty (40)  
8 hours per workweek.
- 9
- 10 6.2 Compensation for overtime work shall be at the rate of one and one-half (1-1/2)  
11 times the Unit member's regular hourly rate. Time and one-half (1-1/2) will be  
12 paid for all hours worked on the sixth consecutive day and double time will be  
13 paid for all hours worked on the seventh consecutive day.
- 14
- 15 6.3 When employees are required to work on a regularly scheduled day off, they  
16 shall receive time and one-half (1-1/2) their regular rate of pay and be  
17 guaranteed a minimum of three (3) hours work.
- 18
- 19 6.4 Employees who are required to work on a holiday shall receive regular pay for  
20 the holiday plus time and one half (1-1/2) for hours worked during the holiday  
21 and are guaranteed a minimum of three (3) hours work.
- 22
- 23 6.5 Compensatory time off may be substituted for overtime pay upon the request of  
24 the employee and the approval of the supervisor. Such time off to be computed  
25 at the rate of time and one-half (1-1/2) times the number of hours worked as  
26 overtime. Such compensatory time off shall be granted within twelve (12)  
27 calendar months following the month in which overtime was worked and without  
28 impairing the services rendered by the District.
- 29
- 30 6.6 Overtime work at a particular site which is scheduled on a regular and continuing  
31 basis, whether weekly, biweekly or monthly, shall first be offered on a rotating  
32 basis to Unit members at the particular site who desire overtime work.
- 33
- 34 6.7 Additional overtime work, which is not filled under the provisions of Section 6.6,  
35 shall be dispensed to Unit members who have placed themselves on a  
36 departmental overtime list. Any overtime work by a Unit member shall affect  
37 his/her standing on the departmental overtime list.
- 38
- 39 6.8 Procedures, which relate to the use of overtime eligibility lists, shall be developed  
40 in accordance with the provisions contained in Article 15.5.
- 41
- 42 6.9 Nothing in this Article shall restrict the right of management to assign overtime  
43 work outside any established rotational system when the overtime work requires  
44 particular expertise or special knowledge on the part of an employee (i.e.  
45 particular equipment operation, maintenance or a specific familiarity with project,  
46 etc.).
- 47

1 6.10 An employee who has received a current overall unsatisfactory job evaluation  
2 shall not be eligible for overtime work.  
3

4 6.11 "Call back time" is defined as that time wherein an employee is requested to  
5 return to work after having completed an eight (8) hour day. Persons called back  
6 shall be paid a minimum of three (3) hours at time and one-half (1-1/2) times the  
7 rate of pay.  
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9 6.12 Except in unforeseen circumstances, Unit members shall be given 24 hours  
10 advance notice of overtime work.  
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12 6.13 Sections 6.2 - 6.9 are inapplicable to bus drivers.  
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1 **ARTICLE 7**

2 **VACATION**

3  
4  
5 7.1 Each employee covered by this Agreement shall accumulate vacation as set  
6 forth below. The first date of regular (probationary) employment with the District  
7 shall be the basis for the beginning of a year of service for this purpose.  
8

9 **LENGTH OF SERVICE:**

9 **AMOUNT OF VACATION TIME:**

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

10  
11 Twelve (12) days per year .04615 hours  
12 per hour

13  
14 Four (4) through ten (10)  
15 years

13  
14 Fifteen (15) days per year .05769 hours  
15 per hour

16  
17 Eleven (11) through fourteen  
18 (14) years

16  
17 Twenty (20) days per year .07731 hours  
18 per hour

19  
20 More than fifteen (15) years

19  
20 Twenty-two (22) days per year .08462  
21 hours per hour

22  
23 7.2 For purposes of this Article, vacation credit shall be computed at the employee's  
24 regular hours per day assignment.  
25

26 7.3 Except as limited below, vacation may, with the approval of the employer, be  
27 taken at any time during the school year. Vacation dates will be assigned as  
28 requested, if possible. Department workloads must also be taken into  
29 consideration. When requested by a Unit member, supervisors will provide an  
30 explanation for requested vacation denial. Unit members whose work year is  
31 less than twelve months shall be assigned vacation during Thanksgiving Break,  
32 Winter Break, February District Recess, and Spring Break, except as defined in  
33 Section 19.15.  
34

35 The number of days of vacation which may be carried forward to a new fiscal  
36 year shall not exceed the Unit member's annual allowance, except as provided  
37 below. Any excess vacation accrual that a Unit member does not take shall be  
38 paid out or carried forward to the following school year at the discretion of the  
39 District. In the event an employee exceeds their annual vacation accrual, a plan  
40 will be developed between the employee and their supervisor to address their  
41 excess vacation.  
42

43 7.4 Any employee who commences his/her prescribed vacation period and  
44 subsequently becomes ill, subject to hospital confinement or physician's care, or  
45 bereaved before his/her vacation period has been completed, shall, if requested,  
46 be placed on sick leave or bereavement leave as applicable, in addition to or in  
47 lieu of his/her prescribed vacation.  
48

1 7.5 Probationary employees may accrue vacation time but are not entitled to use  
2 such time until their probationary period has been successfully completed.  
3 Probationary employees who are released prior to completing a probationary  
4 period, or probationary employees who are not approved for permanent status,  
5 are not entitled to any vacation days.  
6

7 7.6 If a holiday occurs during the employee's vacation period, such employee, at  
8 his/her option, shall be either entitled to a day off in addition to his/her regular  
9 vacation or to an additional day off with pay.  
10

11 7.7 Upon separation from service, employees shall be entitled to lump sum  
12 compensation for all earned and unused vacation.  
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1 **ARTICLE 8**

2 **HOLIDAYS**

3  
4  
5 8.1 The following fifteen (15) holidays are recognized paid holidays by the employer  
6 during the term of this contract:

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

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

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

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

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1 **ARTICLE 9**

2  
3 **LEAVES OF ABSENCE**

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

7  
8 **INABILITY TO PERFORM REGULAR DUTIES**

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

14  
15 **REQUIRED OBLIGATION**

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

22  
23 **IMPROVEMENT OF EMPLOYEE**

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

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

31  
32 **INABILITY TO PERFORM REGULAR DUTIES**

33  
34 **9.1 Sick Leave**

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

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

1 of sick leave, shall be required to submit to the District a practicing  
2 physician's statement (Form B-72) that the employee is fit for service.

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

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

21  
22 9.1.5 Upon exhaustion of all accumulated sick leave credit, a regular classified  
23 employee who continues to be absent for purposes of this policy shall  
24 receive extended sick leave pay for a period not to exceed one hundred  
25 (100) working days. In order to qualify for extended sick leave pay, an  
26 employee shall first utilize all accumulated sick leave and in no event shall  
27 days of extended sick leave, when combined with sick leave credit  
28 utilization, exceed one hundred (100) days in any fiscal year. Any such  
29 days of sick leave beyond those granted under the first paragraph of this  
30 rule shall be compensated at fifty percent (50%) of the employee's regular  
31 salary. Paid sick leave under this rule shall not include other paid leave  
32 such as holidays, vacations or compensating time off to which the  
33 employee may be entitled.

34  
35 9.1.6 If all available sick leave is exhausted, permanent employees may opt to  
36 use accrued vacation for illness or injury. Such requests must be in  
37 writing, accompanied by proof of illness or injury, and submitted to the  
38 Associate Superintendent of Personnel Support Services or his/her  
39 designee for approval.

## 40 41 9.2 Industrial Accident and Illness

42  
43 9.2.1 Eligibility for Industrial Accident Leave and Industrial Illness Leave  
44 accrues immediately by virtue of employment with the employer.

45  
46 (a) Industrial Accident and Illness Leave shall be granted for illness or  
47 injury incurred within the course and scope of an employee's  
48 assigned duties.

1 (b) An employee who has sustained a job-related injury shall report the  
2 injury on the appropriate district form as soon as possible to the  
3 immediate supervisor. An employee shall report any illness on the  
4 appropriate district form to the immediate supervisor as soon as  
5 possible of knowledge that the illness is an alleged industrial  
6 illness.  
7

8 9.2.2 Requirements are those provided in compliance with the California  
9 Education Code Statutes but will not exceed a maximum of sixty (60) days  
10 for each industrial accident or illness. Medical proof of ability to return to  
11 work after this leave without limitation or impairment is required.  
12 Exceptions may be made for limited workload consistent with district  
13 needs and at the discretion of the employer.  
14

15 9.3 Personal Necessity Leave  
16

17 9.3.1 The employer will grant to each Unit employee up to seven (7) days of  
18 personal necessity leave with pay per year, deductible from sick leave.  
19

20 9.3.2 "Personal necessity" shall be strictly limited to its common and ordinary  
21 meaning, to wit: Circumstances which are truly unavoidable, beyond the  
22 control of the Unit member and in the nature of compulsion. Leave for  
23 personal convenience, civic or non-emergency reasons, or circumstances  
24 created by the choice of the Unit member do not constitute personal  
25 necessity leave.  
26

27 9.3.3 A maximum of seven (7) days which the Unit employee has earned  
28 pursuant to leave of absence for illness or injury (sick leave) may be used  
29 by the employee for cases of personal necessity, including but not limited  
30 to any of the following:  
31

- 32 (a) Death of a member of employee's immediate family when  
33 additional leave is required beyond the employee's bereavement  
34 leave or other leaves granted by the employer.  
35
- 36 (b) Accident, involving the employee's person or property, or the  
37 person or property of a member of the employee's immediate  
38 family.  
39
- 40 (c) Appearance in any court or before any administrative tribunal as a  
41 litigant, party, or witness under subpoena or any order made with  
42 jurisdiction.  
43
- 44 (d) Serious illness or surgery involving a member of the employee's  
45 immediate family as verified by a medical practitioner.  
46

- (e) Observance of religious holidays for a maximum of three (3) days annually. (Well-recognized religion in which observance of tenets necessitates employee's absence).
- (f) A parent upon the birth or adoption of a child may use personal necessity leave.

9.4 General Leave

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

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

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

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

9.5 Judicial Leave

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

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

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  
9 appear in court pursuant to a lawful subpoena for a daily period of time  
10 more than one-half (1/2) the Unit member's paid assignment, such Unit  
11 member shall 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 five (5) days on account of the death of any  
41 member of the immediate family. A bargaining Unit employee is entitled to  
42 ten (10) days of bereavement leave on account of the death of his/her  
43 child or the employee's current spouse. No deduction shall be made from  
44 the salary of such employee, nor shall leave be deducted from leave  
45 granted by other sections of this Agreement. Employee may be required  
46 to submit proof of attending the funeral. All employees will be paid  
47 straight time hours on such scheduled days of work for which the  
48 employee is excused.

1  
2 9.8.2 Members of the immediate family, as used in this Section, mean the  
3 mother, father, grandmother, grandfather, grandchild, spouse, son,  
4 son-in-law, daughter, daughter-in-law, brother or sister of the employee or  
5 spouse, or the ex-spouse who is the parent of the employee's child, or  
6 any relative living in the immediate household of the employee. Spouse is  
7 defined to include current husband, current wife or current domestic  
8 partner.

9  
10 9.8.3 In cases involving a long-established personal relationship between a  
11 classified employee and an individual, bereavement leave may be granted  
12 at the discretion of the Associate Superintendent of Personnel Support  
13 Services or his/her designee.

14  
15 9.9 Compelling Reasons Leave

16  
17 9.9.1 Each member of the Unit shall be eligible to apply for a maximum of three  
18 (3) days of Compelling Reasons Leave annually. For the first day granted  
19 under this Section, the Unit member shall receive the regular daily rate of  
20 pay. For the remaining two (2) days granted under this Section, the Unit  
21 member shall receive one-half (1/2) of the regular daily rate of pay.

22  
23 9.9.2 Eligibility for this leave requires two (2) workdays of advance written notice  
24 and approval of the principal or supervisor except in the case of an  
25 emergency where prior notice would be impossible.

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

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

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

43  
44 9.10 Absence for Examination

45  
46 9.10.1 An employee shall be permitted to be absent from duties during working  
47 hours in order to take an examination or to be interviewed for promotion  
48 in the District, without deduction of pay or other penalty, provided that



1 two (2) days notice is given to the immediate supervisor. It is understood  
2 it may be necessary for the employee to clean up prior to participating in  
3 the interview.  
4

5 **9.11 Leave of Absence Without Pay**  
6

7 9.11.1 An extended leave of absence without pay may be granted to a  
8 permanent classified employee, upon the written request of the employee  
9 and approval of the Superintendent or designee, subject to the following  
10 restrictions:  
11

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

20 (b) The granting of a leave of absence without pay gives to the  
21 employee the right to return to the position classification held at the  
22 time of leave at the expiration of the leave, provided the employee  
23 is physically and legally capable of performing the duties required.  
24

25 9.11.2 The Board of Education may, for good cause, cancel any leave of  
26 absence by giving the absent employee thirty (30) days notice.  
27

28 9.11.3 An employee may make a written request to the Board of Education to  
29 return to work prior to the expiration date of the leave, which may be  
30 approved or rejected by the Board.  
31

32 9.11.4 Failure to report for duty within five (5) working days after a leave has  
33 been canceled or expires shall be considered abandonment of the  
34 position and the employee may be terminated by the Board. This  
35 provision is not applicable to military leave.  
36

37 9.11.5 If an employee cannot be placed in a vacant position in the same class  
38 upon return from leave of absence, the employee shall have bumping  
39 and reemployment rights, in accordance with seniority, in the same  
40 manner as if the employee had been laid off for lack of work or lack of  
41 funds on the date the leave expires.  
42

43  
44 **9.12 Leave To Serve In An Exempt, Temporary, or Limited-Term Position**  
45

46 9.12.1 Any permanent employee who accepts an assignment within the District  
47 to an exempt, temporary, or limited-term position shall, during such  
48 assignment, be considered, for status purposes, as serving in a regular

1 position and such assignment shall not be considered separation from  
2 service. Upon completion of such service, the employee may, with  
3 management approval, return to the employee's regular position. Failure  
4 to complete the required service will constitute abandonment of position  
5 and may be grounds for disciplinary action.

6  
7 **9.13 Unauthorized Absence**  
8

9 9.13.1 Unauthorized absence is defined as non-performance of those duties  
10 and responsibilities assigned by the District and its representatives  
11 including all duties and responsibilities as defined by the Education  
12 Code, policies of the Board of Education, the rules and regulations of the  
13 District, and provisions of this Agreement.

14  
15 Unauthorized absence may include, but is not limited to, refusals to  
16 provide service, unauthorized use of sick leave, and unauthorized use of  
17 other leave benefits.

18  
19 An employee is deemed to be on unauthorized absence at such time and  
20 on such occasions as the employee may absent him/herself from the  
21 required duties without prior approval of his/her principal or immediate  
22 supervisor, except as provided for in this Agreement.

23  
24 **9.14 Family Care Leave**  
25

26 9.14.1 A Unit member who has been employed one (1) year as a regular  
27 classified employee of the District and who has worked at least 1250  
28 hours in the previous twelve (12) month period of employment with the  
29 District shall be eligible for family care leave for up to twelve (12) work  
30 weeks within a twelve (12) month period.

31  
32 9.14.2 Family care leave means leave for reason of the birth of a child or  
33 adoption of the employee's child or placement of foster child with the  
34 employee; leave to care for a seriously ill child, spouse or parent; leave  
35 for the employee's own serious health condition.

36  
37 9.14.3 When applicable, the District may require that a Unit member's request  
38 for family care leave be supported by a certification issued by a health  
39 care provider of the individual requiring care.

40  
41 9.14.4 Unit members granted family care leave must utilize all available paid  
42 leave and vacation benefits during the period of leave. Following the  
43 exhaustion of all paid leave and vacation benefits the Unit member shall  
44 be placed on unpaid status for the remainder of the family care leave.  
45 For purposes of this Section "available paid leave" means leave for which  
46 the employee meets the District's usual requirements for the use of such  
47 leave.  
48

1 9.14.5 Group health plan coverage and premium payments shall be maintained  
2 on the same basis as if the employee were in paid status.

3  
4 9.14.6 The District may recover from the Unit member the cost of group health  
5 plan premium payments paid by the District during periods of unpaid  
6 family care leave if the Unit member fails to return to work after the  
7 expiration of the leave.

8  
9 9.15 Donation Of Sick Leave For Catastrophic Illness

10  
11 9.15.1 Sick Leave Bank. The District shall establish a catastrophic illness sick  
12 leave bank to which eligible Unit members may donate earned and  
13 unused sick leave. This donation shall be irrevocable and shall be  
14 accomplished by the Unit member completing a written form entitled  
15 "Catastrophic Illness Sick Leave Bank Donation Form." The form shall  
16 clearly state that the sick leave days being donated are irrevocably given  
17 to the catastrophic illness leave bank, and cannot be rescinded for any  
18 reason whatsoever. A donation to the catastrophic illness leave bank  
19 shall be a general donation, and shall not be donated to a specific  
20 employee for his/her exclusive use.

21  
22 9.15.2 "Catastrophic illness" is defined to mean an illness or injury that is  
23 expected to incapacitate an employee or an immediate family member  
24 for an extended period of time, which incapacity requires the employee  
25 to take time off from work for an extended period of time, and taking an  
26 extended period of time off work creates a financial hardship for the  
27 employee because he/she has exhausted all of his/her sick leave and  
28 other paid leave.

29  
30 9.15.3 Governing Committee. The Governing Committee shall be composed  
31 of five (5) members:

32  
33 (a) Three (3) Unit members appointed by the Chapter Executive  
34 Board.

35  
36 (b) Two (2) administrators.

37  
38 The duties of the Governing Committee shall include the following:

39  
40 (a) To approve requests for withdrawal from the sick leave bank.

41  
42 (b) To make any additionally necessary governing decisions relative to  
43 the operation of the sick leave bank.

44  
45 Governing decisions will be made by consensus, where possible.  
46 Where a consensus decision cannot be reached, the governing  
47 decisions will be made on the basis of a majority vote; four (4) votes will  
48 constitute a majority.

- 1  
2 9.15.4 Qualifications to make donations: A Unit member must meet the  
3 following qualifications in order to make an irrevocable donation to the  
4 catastrophic illness leave bank.  
5  
6 (a) The Unit member must be a permanent classified employee of the  
7 District.  
8  
9 (b) The Unit member must have an accumulated sick leave balance of  
10 at least ten (10) days at the conclusion of the school year  
11 immediately preceding.  
12  
13 9.15.5 Amount of Donation: An eligible Unit member must donate a minimum  
14 of the equivalent of one (1) day of their contracted hours of sick leave to  
15 the bank. A Unit member may not donate more than forty (40) hours of  
16 accumulated sick leave in any one school year.  
17  
18 9.15.6 All references in this procedure to hours of donations or utilization are  
19 based upon full time employment. Hours of donations or utilization for  
20 part time employees shall be credited or used on a pro-rata basis.  
21  
22 9.15.7 Maximum number of hours in sick leave bank. The maximum number of  
23 hours which may be accumulated in the sick leave bank is 4000 hours.  
24  
25 9.15.8 Qualifications of Recipient  
26  
27 (a) Any permanent Unit member or an immediate family member  
28 suffering from a catastrophic illness is eligible to apply for use of  
29 sick leave days in the catastrophic illness leave bank.  
30  
31 (b) To be eligible for use of sick leave bank days, the Unit member  
32 must have exhausted all accrued paid leave credits, including all  
33 days of partially paid sick leave, vacation and other forms of paid  
34 leave.  
35  
36 (c) A Unit member must use all paid leave credits that he/she  
37 continues to accrue on a monthly basis before receiving sick leave  
38 hours which have been donated to the catastrophic illness leave  
39 bank.  
40  
41 (d) The maximum number of hours to be utilized by one Unit member  
42 for a single catastrophic illness shall not exceed 400 hours or 50%  
43 of the total available leave bank, whichever is less.  
44  
45 (e) Any Unit member requesting use of sick leave hours in the  
46 catastrophic illness leave bank must provide the Governing  
47 Committee with written verification of the catastrophic illness. Such  
48 verification must be prepared in writing by a licensed physician of

1 the State of California. The Governing Committee may require the  
2 Unit member who is incapacitated to undergo an examination by a  
3 physician from a list supplied by the District, at the District's  
4 expense, to verify the injury or illness, the degree of disability, and  
5 the anticipated length of disability.  
6

7 9.15.9 Procedure  
8

9 (a) Annual solicitation by SEIU. Contributions for the catastrophic  
10 illness leave bank may be solicited by SEIU throughout the school  
11 year. The District shall prepare all forms which are to be used by  
12 SEIU for purposes of solicitation. All donation forms must be  
13 received by the Payroll Department of the District no later than the  
14 last working day of each school year.  
15

16 (b) All requests for use of accumulated sick leave hours in the  
17 catastrophic illness bank shall be presented in writing to the District  
18 which shall forward that request to the Governing Committee. The  
19 District shall provide the Unit member with a copy of this contract  
20 provision. It shall be the responsibility of the Unit member to satisfy  
21 all conditions of eligibility.  
22

23 9.15.10 SEIU shall hold the District harmless and indemnify the District from any  
24 and all claims, attorney's fees, judgments, costs or settlements arising  
25 from the administration of this Section.  
26

27 9.15.11 The Governing Committee's decision to deny a Unit member's request  
28 for donated catastrophic illness leave is final and not subject to the  
29 grievance procedure.  
30

31 9.16 Maternity Leave  
32

33 9.16.1 The Board shall provide leaves of absence for any Unit member of the  
34 District whose absence is required by pregnancy, miscarriage, childbirth,  
35 or recovery there from. Such absence may be requested and granted  
36 only in accordance with the provisions of this Agreement applicable to sick  
37 leave and uncompensated leave.  
38

39 9.16.2 Notice  
40

41 A Unit member whose pregnancy has been verified shall report her  
42 condition to her supervisor as soon thereafter as known and indicate her  
43 plans if she intends to request a leave of absence other than that of  
44 temporary disability (sick leave) due to pregnancy, miscarriage, childbirth,  
45 or recovery there from.  
46  
47  
48

1           9.16.3 Certification of Fitness

2  
3           A pregnant Unit member shall present to her supervisor a written  
4           statement by her physician or the practitioner of a well-recognized church  
5           or denomination of her physical capacity to perform the duties of her  
6           position at the time she notifies the Board of her pregnancy and before  
7           she resumes her duties following the termination of pregnancy. When,  
8           notwithstanding such certification of fitness, the performance of a  
9           pregnant Unit member has substantially declined from the performance  
10          demonstrated by said Unit member at the time immediately prior to the  
11          time when notification was given of the state of the pregnancy, or when  
12          the Unit member has been absent more than three (3) consecutive days,  
13          the Unit member may then be required to submit a physician's statement  
14          or statement of a practitioner of a well-recognized church or denomination  
15          that she is physically fit to perform the duties assigned to her. The District  
16          need not assume that the Unit member's physical capacity certification is  
17          conclusive but may require a review and examination by a physician  
18          selected by the District or a practitioner of the Unit member's church or  
19          denomination selected by the District. Refusal to submit certification of  
20          fitness as required by this provision shall be considered by the Board as  
21          grounds for some form of disciplinary action.

22  
23          9.16.4 Temporary Disability Leave (Sick Leave)

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

39  
40          9.16.5 Extended Leaves of Absence

41  
42          A Unit member who wishes to be absent from her position before she is  
43          disabled by pregnancy, miscarriage, childbirth, or recovery there from, or  
44          beyond the termination of such disability, or both, may request such leave  
45          of absence in accordance with the provisions of this Agreement applicable  
46          to uncompensated leave. Such leave shall be unpaid and may be  
47          required by the Board, if granted, to commence and terminate at times  
48          which will least disrupt the continuity of the District's educational program.

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9.17 Short-term Uncompensated Leave

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

9.17.2 Any Unit member wishing to take short-term uncompensated leave shall obtain prior approval from the principal or immediate supervisor.

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

9.18 Personal Reasons Leave

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

1 **ARTICLE 10**

2  
3 **HEALTH AND WELFARE BENEFITS**

4  
5 10.1 Each eligible member of the Unit shall be provided a basic insurance package.  
6 The basic package shall include major medical, vision, dental, and life insurance  
7 coverage. Specific benefits of the basic insurance package shall be described in  
8 the District's basic insurance package brochure. Copies of this brochure will be  
9 distributed to all members of the Unit as soon as they are completed.

10  
11 10.2 Commencing January 1, 2014, the maximum annual district dollar contribution  
12 for Health and Welfare Benefits shall be as follows:

- 13  
14 (a) \$9631 for employees who work between 7.76 hours per day and 8 hours  
15 per day.  
16  
17 (b) \$8861 for employees who work between 6 and 7.75 hours per day.  
18  
19 (c) \$7031 for employees who work between 4 and 5.99 hours per day.  
20

21 The discretionary funds shall not exceed \$3,500.00 annually.

22  
23 For the purpose of qualifying for the above benefits, only regularly assigned  
24 hours are included. Extra hours, limited term hours and overtime hours are  
25 excluded.

26  
27 Employees who provide proof of other medical coverage may Opt-Out of the  
28 PUSD Basic Health Insurance Package Employees electing the Opt-Out-Option  
29 must enroll in the District sponsored \$20,000 life insurance coverage. The  
30 maximum annual "cash to warrant" funds shall be as follows:

- 31  
32 a) \$3000 for employees who work between seven and seventy-six hundreds  
33 (7.76) hours per day and eight (8) hours per day.  
34  
35 b) \$2760 for employees who work between six (6) and seven and seventy-  
36 five hundreds (7.75) hours per day.  
37  
38 c) \$2310 for employees who work between four (4) and five and ninety-nine  
39 hundreds (5.99) hours per day.  
40

41 10.2.1 Commencing January 1, 2016, the base annual District contribution for  
42 Health and Welfare Benefits for all benefited employees (4.0 to 8.0 hours)  
43 shall be \$10,079.90 plus an amount equal to the arithmetic average of the  
44 increased costs of the two (2) HMO basic insurance packages. (Section  
45 10.3).

46  
47 10.2.2 Effective January 1, 2016, the Opt Out maximum cash to warrant will be  
48 \$3,725 for employees who work between 4.0 to 8.0 hours per day.



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

4  
5 Employees wishing to enroll in dental or vision coverage for self and dependents  
6 may do so; premiums for dental, vision and mandatory employee life insurance  
7 coverage will be paid by the District.

8  
9 10.3 The District's contribution for Health and Welfare Benefits shall be increased by  
10 an amount equal to the arithmetic average of the increased costs of the two (2)  
11 HMO basic insurance packages (prorated).

12  
13 10.4 The District shall continue the employer contribution while the employee is on  
14 paid leave status, in the same manner as if the employee had remained in  
15 regular service. Employees on district approved, non-paid leaves of absence, or  
16 retired employees, may elect to continue coverage for themselves and  
17 dependents. Premiums required for coverage must be paid in advance either  
18 annually, semi-annually, or quarterly.

19  
20 10.5 Retired employees may purchase the basic health plan for themselves and their  
21 eligible dependents. Employees must be retired under one of the District's  
22 formal retirement plan(s) (PERS, PARS, or STRS) early or normal retirement  
23 plan provisions; be at least age fifty (50) (PERS, STRS), or age sixty (60)  
24 (PARS) or older; and have had ten (10) consecutive previous years of service  
25 with the District. Retirees' dependents must meet the same eligibility  
26 requirements as dependents of active employees. Upon attainment of age  
27 sixty-five (65), the retired employee must sign up for Medicare parts A and B  
28 (this applies to dependents also). (Retiree coverage is available for the medical,  
29 dental, and vision insurance). Life insurance ceases upon retirement. Premiums  
30 required for coverage must be paid in advance either annually, semi-annually, or  
31 quarterly. Retirees may change insurance providers during the regular open  
32 enrollment period. If the coverage is allowed to lapse, it may not be reinstated  
33 the following year or any year thereafter.

34  
35 10.6 Savings generated by SEIU represented employees selecting the health benefits  
36 "opt-out" plan will be used within the SEIU represented employees benefits  
37 programs. The parties agreed to develop language to implement this intent and  
38 identify the actual savings.

39  
40 10.7 Employees and dependents insurance coverage shall be canceled under the  
41 following conditions:

42  
43 (a) The leave expires and the employee does not return to active duty.

44  
45 (b) The required premium payment is not received in the Payroll Department.

46  
47 10.8 Employees in this Unit may participate in an approved tax sheltered annuity with  
48 the District providing payroll deductions for this purpose. Employees may

1 change the tax-sheltered programs in which they participate by notifying the  
2 Payroll Department of the intended change by the first day of the month in which  
3 the change is to be effective.

4  
5 **10.9 SEIU Post Health and Welfare Benefits for Retired Employees**

6  
7 This post-retirement medical benefit as reported for the required GASB 45  
8 actuarial is funded by the dedication of all “opt-out” funds not provided to the  
9 employee, LESS THE ANNUAL AMOUNT NEEDED TO FUND SECTION 10.10.  
10 Should the dedicated opt-out monies be found to be insufficient to fund this post-  
11 retirement benefit plan, a freeze for all new retiree enrollments will immediately  
12 occur, and both parties agree to reopen negotiations immediately. Retired  
13 employees currently receiving this benefit will continue to do so as long as opt-  
14 out funding supports the benefit.

15  
16 Effective July 1, 2007, one-half of one percent (.5%) of the salary increase  
17 effective July 1, 2007, will be used to fund the Post Health and Welfare Benefits  
18 for Retired Employees.

19  
20 If the Post Retirement Health and Welfare Benefits for Retired Employees  
21 requires less than one-half of one percent (.5%) to fund, negotiations will reopen.

22  
23 Unit members, retiring under one of the District’s formal retirement plan(s) on  
24 July 1, 2007 or later (PERS or PARS) at least age 50 or older, and having ten  
25 (10) consecutive years of benefited service with the District will be eligible for a  
26 District contribution towards their retiree health coverage through age 65 or  
27 Medicare eligibility.

28  
29 The District contributions will be based on a percentage of the cost of the lowest  
30 price plan for employee only coverage or flat dollar amount, whichever is greater,  
31 varying by years of District service at retirement as follows, based upon a  
32 monthly rate:

33

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

34  
35 Employees will receive 100% of the District contribution if working between 7.76  
36 and 8 hours, 92% of the District contribution if working between 6 and 7.75  
37 hours, and 73% of the District contribution if working between 4 and 5.99 hours.  
38 For the purpose of qualifying for the above benefits, only regularly assigned  
39 hours are included. Extra hours, limited term hours, and overtime hours are  
40 excluded.

41  
42 All monies paid by the District must be used for medical coverage; no other  
43 benefits are covered for employees under this Agreement. Eligible Unit  
44 members may purchase additional benefits for themselves or eligible

dependents. Employees moving out of the area will be reimbursed to the same dollar amount for use toward medical premiums only. Premiums will be reimbursed annually with submission of required documentation.

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

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

10.9.1 Employees who retire on or after January 1, 2016 shall receive a District contribution in accordance to the following chart:

	<b>10 – 14.99 YEARS (\$200)</b>	<b>15 – 19.99 YEARS (\$300)</b>	<b>20+ YEARS (\$400)</b>
4.0 to 8.0 hours	100% of \$200 or 50%	100% of \$300 or 75%	100% of \$400 or 100%

This post-retirement medical benefit as reported for the required GASB 45 actuarial is funded by the dedication of all 'opt-out' funds not provided to the employee. It is understood that should the dedicated opt-out monies be found to be insufficient to fund this post-retirement benefit plan, the parties agree to reopen negotiations on this post-retirement benefits plan immediately. Both parties understand that the benefits plan must be independently financially sound.

10.9.2 Employee and dependents insurance coverage shall be cancelled under the following conditions:

- (a) A required premium payment is not received in the Payroll Department.

#### 10.10 SEIU Post Age 65 Vision and Dental Coverage

Effective July 1, 2012, SEIU members who retire under the existing Post-retirement plan or who are 65 years of age or older and, who retire from the District and, but for age, would have been eligible for post-retirement benefits under the post-retirement benefits, will be eligible for district paid employee vision and dental coverage not to exceed the percentages or full employee only premiums for vision and for dental contained below:

	<b>10 – 14.99 YEARS</b>	<b>15 – 19.99 YEARS</b>	<b>20+ YEARS</b>
4 – 5.99 hours	50%	75%	100%
6 – 7.75 hours	50%	75%	100%
7.76 – 8 hours	50%	75%	100%

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In lieu of district paid vision and dental coverage, such eligible retirees will be reimbursed to the same dollar amount for the purchase of retiree vision and dental coverage only upon the annual submission of proof of payment of premiums.

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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 (6) 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 Associate Superintendent for Personnel Support Services to discuss the proposed reassignment. Involuntary reassignments shall not be arbitrary or capricious.

1 **ARTICLE 12**

2  
3 **GRIEVANCE PROCEDURES**

4  
5 12.1 The Grievance Procedure is the medium through which classified employees  
6 may seek adjustment of complaints arising out of alleged violations of the  
7 interpretation, application, or violation of this Agreement. Matters excluded from  
8 the Grievance Procedure:

9  
10 12.1.1 Accusatory charges relating to the moral or professional fitness of an  
11 employee. Such charges shall be processed by the Board of Education.

12  
13 12.1.2 Matters specifically reserved for action or review by the Personnel  
14 Commission under Personnel Commission rules in effect at the time the  
15 events leading to the complaint occurred. Such matters shall be  
16 processed through normal channels by the Personnel Commission.

17  
18 12.1.3 All other complaints about the matters of a Board rule or policy or  
19 administrative procedure, not specifically enumerated in this contract.  
20 An employee with such a complaint should direct his/her suggestions for  
21 change through administrative channels to the responsible administrator  
22 and/or through the Superintendent to the Board.

23  
24 Both the employer and the Union pledge their continuing effort to secure  
25 prompt resolution of employee complaints and grievances and agree  
26 that most employment problems should be resolved through informal  
27 discussion.

28  
29 12.2 Level I - Informal Resolution

30  
31 An employee shall meet with his/her supervisor to discuss the potential  
32 grievance in an attempt to resolve it informally. If the potential grievance is not  
33 resolved at this level, the employee may proceed to Level II.

34  
35 12.3 Level II - Formal Written Procedure

36  
37 12.3.1 An employee or the Union must initiate a formal grievance by filing a  
38 completed grievance form with his/her supervisor within thirty (30) days  
39 of the event giving rise to the grievance or within thirty (30) days of when  
40 the employee could reasonably have known or should have known of  
41 the event giving rise to the grievance. If the grievance is not timely filed  
42 it shall be deemed waived.

43  
44 Grievance forms shall be provided by the District. Relevant information  
45 obtained during Level I may be inserted.

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

3  
4 (a) A description of the specific grounds of the grievance, including  
5 names, dates, and places necessary for a complete understanding  
6 of the grievance.

7  
8 (b) A listing of the provisions of this Agreement which are alleged to  
9 have been violated or misapplied.

10  
11 (c) A listing of specific actions requested of the District which will  
12 remedy the grievance.

13  
14 (d) A request for a conference with the supervisor or designated  
15 representative, if desired.

16  
17 12.3.3 If the supervisor desires, he/she may request a conference with the  
18 grievant. If either the grievant or the supervisor requests a conference  
19 at Level II, the request must be granted. The grievant, the party-in-  
20 interest, if any, and the supervisor may request the presence of a  
21 representative at any conference contemplated by this subsection.

22  
23 12.3.4 The supervisor or his/her representative will hold a conference with the  
24 grievant within ten (10) days after receipt of the written grievance. The  
25 grievant, the party-in-interest, if any, and the supervisor may request the  
26 presence of a representative at any conference.

27  
28 12.3.5 The supervisor or his/her representative shall render a written decision  
29 to the employee within ten (10) days after the conference with the  
30 grievant. Information copies of the decision shall be sent by the  
31 supervisor to the Associate Superintendent, Personnel Support  
32 Services.

33  
34 12.4 Level III - Appeal to the Associate Superintendent, 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 Associate  
39 Superintendent, Personnel Support Services. The grievant must state  
40 the grievance in writing describing:

41  
42 (a) The violation or misapplication of the contract.

43  
44 (b) The adverse effects upon the grievant.

45  
46 (c) The specific remedy sought.

47

1 (d) The specific reasons why the resolution proposed by the supervisor  
2 are unsatisfactory.  
3

4 12.4.2 The Associate Superintendent, Personnel Support Services, upon  
5 receiving a properly prepared and filed grievance, will investigate the  
6 situation and prepare a proposed resolution within ten (10) days. This  
7 proposed resolution will be in writing and a copy will be sent to the  
8 grievant and to 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  
13 Associate Superintendent, Personnel Support Services, fails to alleviate  
14 the alleged contract violation or misapplication, the grievant may appeal  
15 to the Board of Education within five (5) days after receiving the  
16 Associate Superintendent, Personnel Support Services' decision. This  
17 appeal must be filed with the Secretary of the Board of Education at  
18 least five (5) days prior to the next regularly scheduled Board meeting.  
19 The grievant must state the grievance in writing describing:  
20

21 (a) The violation or misapplication of the contract.

22 (b) The adverse effect upon the grievant.

23 (c) The specific remedy sought.

24 (d) The specific reasons why the resolution proposed by the Associate  
25 Superintendent, Personnel Support Services, are unsatisfactory.  
26

27  
28 12.5.2 The Board of Education will review the case at the first regular Board  
29 meeting after the item has been placed on the agenda, and give a final  
30 decision no later than the next regular meeting after the item first  
31 appeared on the agenda. The Board's decision is final.  
32  
33  
34

35 12.6 Representation

36  
37 12.6.1 At any step in this procedure the grievant may be heard either  
38 personally or may be represented by a party of his/her own choice. If  
39 the employee selects a representative other than a Union  
40 representative, the Union shall be notified.  
41

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

46 12.6.3 Designation of the grievant's representative and/or organization shall be  
47 in writing. The designation shall be filed on the grievance form at Level I.  
48



1    12.7   General Provisions

2  
3       12.7.1   Time allowances set forth in this grievance may be extended by mutual  
4                consent of the grievant and the District.

5  
6       12.7.2   Any grievance not appealed to the next step of the procedure within the  
7                prescribed time limits shall be considered settled on the basis of the  
8                answer given in the preceding step.

9  
10      12.7.3   Upon request, all parties to the grievance shall make available to other  
11               parties involved, all pertinent information not privileged under the law in  
12               their possession or control which is relevant to the issue raised by the  
13               grievance.

14  
15      12.7.4   All grievances must begin at Level I, and may be terminated at that level  
16               by the complainant's written or oral statement.

17  
18      12.7.5   A grievance may terminate at any level (II-IV) upon the written request of  
19               the grievant.

20  
21      12.7.6   The failure of the grievant to respond to reasonable conference  
22               opportunities within the timeline specified herein shall terminate the  
23               grievance.

24  
25      12.7.7   By mutual consent of both parties, steps in this procedure may be  
26               omitted.

27  
28      12.7.8   The employer shall not agree to the resolution of the grievance until the  
29               Union has received a copy of the grievance and the proposed resolution  
30               and has been given the opportunity to file a response.

31  
32      12.7.9   Any resolution of grievances under this Section will not be inconsistent  
33               with the terms of this Agreement.

34  
35      12.7.10  Either party may request the services of a mediator from the State  
36               Mediation/Conciliation Service to attempt to resolve the grievance prior  
37               to submission to Level IV of the Grievance Procedure. Such request  
38               must be made in writing within ten (10) working days following the date  
39               of the proposed resolution at Level III, or the expiration date for a  
40               proposed resolution at Level III.

41  
42      12.7.11  A "multiple grievance" is an identical grievance filed by two (2) or more  
43               grievants at the same time. "Multiple grievances" must involve identical  
44               factual and contract interpretation issues and must identify all individual  
45               grievants. "Multiple grievances" may be processed as a single  
46               grievance. However, no more than two (2) grievants, selected by the  
47               Union, may represent the group during the processing of the grievances.

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

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

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

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

**EVALUATION PROCEDURES**

- 13.1 The District shall establish and maintain a continuing program of employee performance evaluation. The program shall include provisions for preparation of written evaluations and a means of making the results of such evaluations known to the employee.
- 13.2 Performance evaluations for all probationary employees shall be submitted to Personnel Support Services twice during the period of probationary employment, normally during the second and fourth 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 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, usually during the second and fourth months of the probationary period.
- 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. Both employee and supervisor should contribute evaluation content regarding duties being done by the employee that are not referenced in the classification description/Work Performance Evaluation. Special importance should be placed upon the

1 evaluator's responsibility to inform the employee of problem areas in  
2 his/her performance. If necessary, "performance counseling"  
3 procedures should be implemented.  
4

5 (a) Special Commendations for work performance can be noted as  
6 part of the Work Performance Evaluation. Special Commendations  
7 may also be made at any time by his/her supervisor by written  
8 memo.  
9

10 13.8.3 At the end of each evaluation period, a Work Performance Evaluation  
11 shall be made by the appropriate evaluator and discussed in conference  
12 with the employee. Such conferences shall be held while the employee  
13 is in paid status.  
14

15 13.8.4 The final report shall be signed by both the evaluator and the employee  
16 and sent to Personnel Support Services for inclusion in the employee's  
17 permanent file.  
18

19 13.8.5 An overall performance evaluation rating of "Satisfactory" must be  
20 maintained in order to qualify for scheduled salary step increments. The  
21 evaluator must provide a written warning to any employee whose next  
22 scheduled Work Performance Evaluation may contain a less than  
23 satisfactory overall rating. This warning must be provided at least sixty  
24 (60) days prior to the employee's scheduled salary step increment.  
25 Advances to the next higher step in the salary range may be allowed for  
26 employees with less than satisfactory performance ratings upon  
27 recommendation of the principal/department head and approval of the  
28 Superintendent.  
29

30 13.8.6 An employee who has received an overall unsatisfactory job evaluation  
31 shall be reevaluated within sixty (60) days for the purpose of monitoring  
32 job performance. This requirement shall be inapplicable in cases where  
33 the District has commenced dismissal proceedings based upon the  
34 current job evaluation.  
35

### 36 13.9 Appeals of Evaluations: 37

38 13.9.1 Where the employee disagrees in part, or totally, with an evaluation  
39 report, he/she shall have the right to submit a written, signed rebuttal to  
40 the report which shall be attached to the evaluation report and included  
41 in the employee's permanent personnel file.  
42

43 13.9.2 Any unresolved disagreement or dispute arising from an unsatisfactory  
44 performance evaluation report may be referred to the Associate  
45 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. Such materials shall be clearly identified by title of the organization.

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 Labor Relations Committee

15.5.1 A Labor Relations 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 three (3) members from SEIU, representing Food and Nutrition, Transportation, Warehouse, Maintenance & Operations or Facilities and not more than three (3) representatives from the District. The Associate Superintendent of Personnel Support Services or designee shall be a permanent member representing the District. A SEIU staff member shall be a permanent member representing the Union. Both the District and SEIU may request the presence of non-employee consultants or additional SEIU member representatives to attend the committee meetings.

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

1 15.6 Release Time

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

14 15.6.2 Release-Time/Grievances: A SEIU steward or representative  
15 designated by SEIU shall be given reasonable periods of release time to  
16 process grievances and to provide representation to Unit members  
17 subject to disciplinary meetings/proceedings and in meetings with  
18 District representatives on matters of contract administration.  
19 Supervisors shall be given at least one (1) day prior written notice in the  
20 event release time is requested unless the parties agree otherwise. The  
21 parties shall attempt to schedule grievance/disciplinary proceedings at  
22 times which are least disruptive to the normal operational requirements  
23 of the District.  
24

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

28 15.6.4 Workload Committee: Workload standards and workload equity shall be  
29 a standing agenda item in the Labor Relations Committee. A workload  
30 committee, consisting of representatives from the District and SEIU will  
31 meet throughout the year to address workload under the direction of the  
32 Labor Relations Committee. If the District or Union receives notice, or is  
33 advised of an increase in workload, a workload committee will meet and  
34 confer promptly to address workload, investigate any increase in  
35 workload and develop a plan to alleviate inequities in workload  
36 distribution.  
37

38 15.7 Union Access

39  
40 15.7.1 The Board agrees to grant the Union representative and/or Union  
41 steward access to Union members at their work site during lunch hour,  
42 break period, or before or after work, as long as the employee's  
43 immediate supervisor is previously informed and such contact does not  
44 interfere with the employee's assigned work or the orderly operation of  
45 the District. If the immediate supervisor is unavailable, notice shall be  
46 given to the person to whom the supervisor reports.  
47

1 15.7.2 Concurrent with the above, the Union staff representative and/or Union  
2 steward may be granted access to certain areas of the employer's  
3 premises, following previous notification to the employer or the  
4 designated site administrator where employees are employed, when  
5 such visits are necessitated by matters concerning processing of  
6 grievances.

7  
8 15.7.3 SEIU stewards and chapter officers shall not engage in Union business  
9 during working hours except during lunch and break periods. Infrequent,  
10 brief, employee initiated contacts with Union stewards and chapter  
11 officers shall be permitted. However, it shall be the responsibility of the  
12 steward or officer to inform the inquiring employee of the time limitation  
13 and to continue the rendering of advice during non-duty hours for both  
14 employees.

15  
16 15.7.4 If any Unit member is required to attend a meeting which may give rise  
17 to possible discipline, such Unit member, upon request, shall be entitled  
18 to have a SEIU representative present at such meeting. The Unit  
19 member will be advised by the District of this right prior to the meeting  
20 and shall be given an opportunity to obtain such representation. It is  
21 understood there is no right to representation where the only purpose of  
22 the meeting is simply to deliver written notice of discipline.

23  
24 15.7.5 Affected Unit members shall be notified of the purpose of any meeting  
25 wherein a supervisor intends to conduct an investigatory interview which  
26 might result in discipline to the Unit member.

27  
28 15.7.6 In the event a supervisor intends to schedule a meeting described in  
29 paragraph 15.7.4 hereinabove, which would give rise to a request for  
30 SEIU representation, the affected Unit member shall be given advance  
31 notice of at least two (2) duty days or four (4) calendar days, whichever  
32 is greater. If a SEIU representative is unavailable on the scheduled  
33 meeting time and date, the parties shall make a reasonable effort to  
34 reschedule the meeting as soon as possible. Under such  
35 circumstances, the supervisor and/or employer representative may  
36 agree to continue the meeting to a future date.

37  
38 15.8 Leave for Union Business

39  
40 15.8.1 Ten (10) days total unpaid leave shall be granted by the District for  
41 employees selected by SEIU to attend SEIU conferences or to  
42 participate in other SEIU activities.

43  
44 15.8.2 Leave granted under this Section shall be taken in increments of at least  
45 one half (1/2) day and must be preceded by ten (10) days prior written  
46 notice, unless there are unusual circumstances.



1 15.9 Impacts and Effects of Layoffs

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

9  
10 15.9.1 The District shall notify the Union of all proposed layoffs and reductions  
11 in hours at least thirty (30) days prior to such layoffs or reductions in  
12 hours. Further, the District shall agree to negotiate with the Union over  
13 the impact of these actions.

14  
15 15.10 Professional Growth Committee

16 For the term of this Agreement, there shall be a Professional Growth Committee  
17 consisting of one (1) Union officer, two (2) SEIU Local 221 members approved  
18 by SEIU and two (2) representatives from the District. The Committee shall meet  
19 a least five (5) times per year.

20  
21  
22 The Professional Growth Committee duties include, but are not limited to the  
23 following:

- 24  
25 (a) Establish the criteria, policies and procedures related to the Professional  
26 Growth Committee.
- 27  
28 (b) Review, make recommendations and implement programs for  
29 professional development and training programs which will improve job  
30 performance and assist employees in developing their full professional  
31 potential and in preparing for advancement.
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**ARTICLE 16**

**CONDITIONS OF AGREEMENT**

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

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**ARTICLE 17**

**NON-DISCRIMINATION**

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

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

1 **ARTICLE 18**

2 **WAGES**

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6 18.1 Salary Schedule

7  
8 Effective July 1, 2015, the 2015-2016 Salary Schedules will be increased by a  
9 total of 3%.

10  
11 18.2 Longevity Pay

12  
13 18.2.1 The employer agrees to pay a longevity increment to each employee  
14 covered by this Agreement based on the current salary schedule step.

- 15  
16 (a) A total of 1 1/2 percent after seven and a half (7.5) years with the  
17 employer;
- 18  
19 (b) A total of 3 percent after ten (10) years with the employer;
- 20  
21 (c) A total of 4 1/2 percent after twelve and a half (12.5) years with the  
22 employer;
- 23  
24 (d) A total of 6 percent after fifteen (15) years with the employer;
- 25  
26 (e) A total of 7 1/2 percent after seventeen and a half (17.5) years with  
27 the employer;
- 28  
29 (f) A total of 9 percent after twenty (20) years with the employer;
- 30  
31 (g) A total of 10 1/2 percent after twenty-two and a half (22.5) years  
32 with the employer;
- 33  
34 (h) A total of 12 percent after twenty-five (25) years with the employer;
- 35  
36 (i) A total of 13 1/2 percent after twenty-seven and a half (27.5) years  
37 with the employer, and
- 38  
39 (j) A total of 15 percent after thirty (30) years with the employer.

40 18.2.2 Longevity increments shall be paid effective on the employee's annual  
41 anniversary date of employment with the District.

42  
43 18.2.3 An employee who is promoted to a classification allocated to a range  
44 with a higher maximum salary shall be placed on the step of that range  
45 which most closely approximates 8 percent in amount above the  
46 employee's salary prior to promotion exclusive of special pay additives.  
47

1 18.3 Night Differential

2  
3 18.3.1 A night differential of 5 percent is established to compensate for all  
4 shifts that have 50 percent or more work between the hours of 5 p.m.  
5 and 8 a.m.

6  
7 18.3.2 It is understood that anyone receiving time and one-half (1-1/2) from  
8 his/her regularly scheduled working hours will not be compensated for  
9 the night differential percentage.

10  
11 18.3.3 In addition, any regularly scheduled employee whose job performance  
12 constitutes more than fifty percent of his/her time between the hours of 5  
13 p.m. and 8 a.m. in a regular month will be compensated with a night  
14 differential.

15  
16 18.4 Range Increases

17  
18 The Board may increase the salary range for any classification in the Unit after  
19 consulting with the Exclusive Representative.

20  
21 18.5 Wages Section-Retirement Related Benefits

22  
23 The District and employee contribution rate for Public Agency Retirement  
24 System will be 3.75%. The District agrees to pay any increase in "individual  
25 participant service fee" that occurs within five years of January 1, 1992.

26  
27 18.6 Assignment Out of County

28  
29 Except for employees covered by Section 19.4 any employee who, because of a  
30 work assignment out of county, is required to have meals away from the District  
31 or is required to be lodged away from home, shall be reimbursed for the actual  
32 and necessary costs as predetermined by the Employer. Every effort will be  
33 made to process claims as soon as possible after receipt from claimant.

34  
35 18.7 Pay Options

36  
37 Unit members with a work year of nine and one-half (9 1/2) or ten (10) months  
38 will have the option to receive twelve (12) equal warrants.

39  
40 18.8 Uniforms

41  
42 The District and the Union have developed a detailed Side Letter of Agreement  
43 regarding uniforms, safety glasses and related matters. Copies of the Side  
44 Letter of Agreement shall be distributed with copies of the Agreement.

1 18.9 Public Agency Retirement System (PARS)

2  
3 18.9.1 The District contribution rate for individuals covered by PARS shall be  
4 3.75%. The employee contribution rate shall be 3.75%.

5  
6 18.9.2 The District agrees to pay any increase in the individual participant  
7 service fee that occurs within five (5) years of January 1, 1992.

8  
9 18.9.3 Any changes in the plan or fees will cause automatic reopening of  
10 negotiations of the provisions of 18.9 of this Agreement.

11  
12 18.10 Mileage

13  
14 Employees required to travel to more than one site to complete a single  
15 assignment on the same day shall be reimbursed for mileage at the Board  
16 approved rate, not less than the IRS approved rate, and shall be in paid status  
17 during the period of required travel. Neither an employee's break nor lunch  
18 period shall be allocated as travel time.

19  
20 18.11 Reclassification Implementation

21  
22 Reclassification Study to be implemented as follows:

- 23  
24 (a) Positions to be placed on recommended ranges at step which most closely  
25 approximates, but is not less than, employee's current salary.  
26  
27 (b) Implementation upon approval of the Board.  
28  
29 (c) Incumbent employees in positions with job description modification will be  
30 "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 (2) 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 (3) 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 (5) hours of pay for a two-way trip.

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

**19.3 Bus Driver Check Out Time**

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

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

**19.4 Bus Driver Overnight Trip Hours**

Drivers required to be temporarily relocated overnight shall be paid a business stipend equivalent to the hourly rate of Range 28, Step 5 of the salary schedule in lieu of reimbursement for actual expenses commencing at the time they clock in for the trip and continuing until the time they clock out at the completion of the

1 trip. Meals and lodging will be paid by the employee. Lists for field trips shall be  
2 posted weekly showing accumulated hours. The rate of payment based on the  
3 total number of hours worked shall not imply that the driver is obligated to District  
4 responsibilities the entire length of the trip.

5  
6 HOURS ON DUTY 13 CCR 1212. Driving hours and on-duty status begin at a  
7 point following eight (8) consecutive hours off duty, except as provided in  
8 subsection (b) (3). Driver's hours shall be regulated from the time a driver first  
9 reports for duty for any employer as follows:

10  
11 School Buses, School Pupil Activity Buses, Youth Buses, and Farm Labor  
12 Vehicles. The driver of a school bus, SPAB, youth bus, or farm labor vehicle  
13 shall not drive more than 10 hours within a work period or drive after 16 hours  
14 have elapsed since first reporting for duty. The Transportation Director or his/her  
15 designee shall appoint a lead bus driver for overnight trips when two (2) or more  
16 buses are involved in the trip.

17  
18 19.5 "Mid-day" Runs

19  
20 "Mid-day" Runs are defined as those which occur after the morning runs and  
21 before the afternoon runs. When they are not "connected" to either a morning or  
22 afternoon run, but require the bus driver to commence a separate trip, they will  
23 be compensated with a minimum of one (1) hour.

24  
25 There shall be a one (1) hour guarantee for the mid-day substitute runs.

26  
27 19.6 Extra Work Board(s)

28  
29 The department will maintain two (2) boards for extra work. All extra work, other  
30 than field trips and late activities, will be managed on the General Extra Work  
31 Board. The General Extra Work Board includes both mid-day assignments and  
32 shop work. The Activities Extra Work Board will manage late activities.

33  
34 Extra work will be assigned on a rotational basis first to those drivers who can  
35 complete the assignment without going into overtime, and then to those drivers  
36 who would use the least amount of overtime. School bus drivers will not take off  
37 a bid assignment to do extra work. The district custodian substitute list will  
38 continue to be used for selecting substitute Vehicle Service Assistants, Assistant  
39 Mechanics, Mechanics, and Vehicle Service Technicians. The Personnel  
40 Commission's transportation substitute clerical list will continue to be used for  
41 Fees for Transportation Services (FTS) and operations/scheduling needs.

42  
43 Drivers who have placed their names on the Extra Work Board(s) must cross (X)  
44 their names off prior to leaving for their a.m. assignment or at the completion of  
45 their a.m. assignment if no extra work has been assigned to them if they do not  
46 wish to be assigned a mid-day run that day. A driver's failure to cross his/her  
47 name off on the General Extra Work Board for six (6) times removes his/her  
48 name from that list for the remainder of the bid period.



1 A driver's failure to cross his/her name off on the Activities Extra Work Board for  
2 six (6) times removes his/her name from that list for the remainder of the bid  
3 period.  
4

5 Illness, vacation, and administrative leave are excused from this accountability  
6 process. Drivers must indicate their non-availability due to a scheduled field trip  
7 or other reasons know in advance, or they will be given an "R" for not properly  
8 indicating their non-availability.  
9

10 Drivers who have indicated they are available for extra work are responsible for  
11 checking the General Extra Work Board following their a.m. assignment to see if  
12 they have been assigned a mid-day run. Drivers still on their a.m. assignment or  
13 who have left for the morning but indicated their availability should call in by 9:30  
14 a.m. to determine if they've been assigned extra work.  
15

16 Drivers who have indicated they are available for extra work are responsible for  
17 checking the Activities Extra Work Board prior to the departure time for their p.m.  
18 assignment.  
19

20 Drivers requesting sick leave, personal necessity leave or vacation time for  
21 mid-day must take that leave in conjunction with either their a.m. or p.m. run.  
22 The exceptions to this are for emergencies and for doctor's appointments with  
23 verification.  
24

#### 25 19.7 Behind the Wheel Evaluation Form

26  
27 The school bus driver behind the wheel evaluation form shall be the form agreed  
28 to and dated March 19, 1992. Any changes to this form will be by mutual  
29 consent of the parties.  
30

#### 31 19.8 Camp Trip Supervision

32  
33 The Transportation Department will provide an additional school bus driver to  
34 chaperone students on the bus for camp trips when the school notifies  
35 Transportation that they will not provide adult supervision on the bus.  
36

#### 37 19.9 Training

38  
39 The maximum amount of hours paid for Transportation Department sponsored  
40 instruction for renewal classes for active school bus drivers (commercial driver's  
41 license, H.P.H., first aid, pre-trip inspection training) will be fifteen hours. This  
42 does not commit the District to provide the training nor does it establish such  
43 practice.  
44

#### 45 19.10 Last Day of School

46  
47 Operations on the last day of school before summer recess will be as follows:  
48

- 1 (a) Bus drivers will be paid their bid time on the last day of school.  
2  
3 (b) Drivers will be assigned related duties throughout the day at the discretion  
4 of the District.  
5  
6 (c) The work schedule and assignment of extra routes and field trips to  
7 drivers who are available will be done by the operations supervisor and  
8 will be posted by noon on the Monday preceding the last day of school.  
9

10 19.11 Route Selection

11  
12 ROUTE SELECTION (Regular Education) – If regular education home-to-school  
13 transportation is offered, route selection will continue to be done by seniority  
14 allowing the bus drivers to "package" their own routes by placing together the  
15 basic group (a.m. and p.m.) and a mid-day run and/or activity run(s) with a bus of  
16 their choice which meets the requirements of passenger needs and vehicle  
17 economy. Any Regular Education segment packaged by a driver must connect  
18 to a segment on the same side of the District. Interstate 15 serves as the divider  
19 for each side of the District.  
20

21 ROUTE SELECTION (Special Education) – Route selection will continue to be  
22 done by seniority, allowing school bus drivers to select routes that have been  
23 packaged by the District (a.m., p.m., mid-day), and the bus assigned by the  
24 District to best meet the needs of these routes. With ten (10) days notice, each  
25 route segment may be changed to accommodate routing requirements by up to  
26 ninety minutes (unless the driver agrees to a greater amount of time) within the  
27 time window of 5:30 a.m. and 5:30 p.m. The route a.m. start or p.m. end time  
28 shall not change by more than thirty minutes.  
29

30 Route selection will occur once each year to be effective October 1.  
31 Transportation procedures will be modified to require that a route be posted for  
32 bidding if it increases by thirty minutes or more cumulatively or if it results in an  
33 increased level of fringe benefits.  
34

35 During the driver's individual bid time, a driver may request that a SEIU  
36 Representative be present during their bid selection appointment. The  
37 requested Unit member representative will not be compensated for their  
38 involvement, and the request shall not delay the pre-scheduled bidding  
39 appointments.  
40

41 Once the actual bidding appointments have begun, no changes will be made to  
42 posted routes or activity runs until the completion of the bid. The District  
43 reserves the right to reassign equipment to a route to meet the needs of students  
44 and for route efficiency.  
45  
46  
47

1 19.12 Field Trip Selection

2  
3 Field trips will be assigned to the school bus driver who can perform the trip in  
4 the most cost-effective manner. Field trips will be assigned on a rotational basis  
5 first to those drivers who can complete the assignment without going into  
6 overtime, and then to those drivers who would use the least amount of overtime.  
7 Drivers who have placed their names on the field trip list must cross (X) their  
8 names off before 5:30 p.m. on the Thursday prior to the posting of the  
9 assignment if they do not wish to be assigned a field trip for that period.

10  
11 Saturday, Sunday, and Holiday field trips will continue to be selected by drivers  
12 in accordance with existing procedures identified in Transportation Department  
13 policy. All field trip lists will continue to be posted daily, accumulated hours will  
14 be calculated weekly, and posted according with Transportation Department  
15 procedures.

16  
17 Meal reimbursement will be paid for the dinner meal to those drivers who, due to  
18 field trip assignments, work continuously from their a.m. assignment through to a  
19 field trip that ends past 6:00 p.m.

20  
21 19.12.1 Field Trip Definitions

22  
23 Field Trip Stay

24 A field trip where the vehicle and driver stay at the destination(s) until  
25 passengers are to be returned to the point of origin.

26  
27 Field Trip Take

28 A field trip where a vehicle and driver take the passengers to their  
29 destination(s) only.

30  
31 Field Trip Return

32 A field trip where a vehicle and driver only return passengers from their  
33 destination back to their point of origin.

34  
35 Field Trip Take and Return

36 One driver may be assigned both the take and return of a field trip.

37  
38 19.13 Flexible Time Positions

39  
40 Management may create flexible time positions with a minimum of twenty (20)  
41 hours per week that do not have a scheduled route. Each such position shall be  
42 posted for selection as part of the annual bid. Drivers selecting a Flexible Route  
43 will be permitted to select a “default bus” from a list of available buses pre-  
44 identified by the District at the time of their selection. However, the Flexible Use  
45 Driver is expected to drive the specific bus assigned to a route. To affect  
46 efficiency, a Flexible Use Driver may be assigned to stay with a route assigned  
47 bus when also performing an assigned field trip. Driver schedules will be posted  
48 no later than 8:00 a.m. on the second working day of the preceding week.

1 During a week there will be ten (10) assignment segments created (Monday  
2 through Friday; a.m. and p.m.). Flexible time drivers may remove themselves  
3 from the assignment list for up to three (3) such segments per week. However,  
4 no individual may remove themselves from both Monday and Friday  
5 assignments. Additionally, no more than ten percent of the flexible time drivers  
6 may remove themselves from the list on any given segment. Removal from the  
7 list as described above will be done by seniority.  
8

#### 9 19.14 Uniforms

10  
11 School bus drivers will be provided with and required to wear District provided  
12 uniform shirts. All permanent District school bus drivers will be provided with six  
13 (6) shirts of a polo or collared and button type shirt, combination of their choice,  
14 upon successful completion of their initial probationary period. In addition, all  
15 permanent District school bus drivers may augment their uniform with three (3)  
16 additional shirts, per the District standard uniform design, annually. New shirts  
17 will be ordered at the annual fall orientation. Those drivers who complete their  
18 probation after March 1<sup>st</sup> will order their three (3) additional shirts at the fall  
19 orientation in the next calendar year. All permanent District school bus drivers  
20 must wear the District provided uniform shirts at all times while officially in paid  
21 status. A dress code will be adopted that requires school bus drivers to wear  
22 solid colored trousers, jeans (distressed jeans not acceptable) or capri style  
23 pants. Solid colored shorts may be worn, but must be a walking length short that  
24 comes within an inch above the knee. No cut-off or frayed shorts will be worn.  
25 District provided uniform shirts must be worn properly, buttoned and not used as  
26 a lightweight jacket. All attire must be clean and well maintained by the District  
27 school bus driver. No spandex material will be worn. Shoes must be of a closed  
28 toe/closed heel design with nonskid sole material. School bus drivers will wear  
29 their District furnished identification badge at all times while officially in paid  
30 status and/or on District property. School bus drivers will be provided a jacket or  
31 front zippered/hood sweatshirt upon request, but not to exceed more than one  
32 jacket or sweatshirt within a three (3) year period.  
33

#### 34 19.15 Transportation

35  
36 Drivers servicing non-District schools will continue delivery of their students,  
37 during the contract year, and may be assigned vacation during times when their  
38 students are not in session.  
39

#### 40 19.16 Transportation Study Group

41  
42 Prior to September 1, 2010, and on-going, SEIU and the District will form a study  
43 group to examine the efficiencies of the following practices and issues.  
44 Information necessary for the group to complete these discussions will be made  
45 available. The parties shall meet and confer regarding problems which develop  
46 in the administration of this Agreement.  
47

48 (a) Field Trip Selection-Due to the complexity and changing demands of a

1 transportation program, changes may become necessary and will be  
2 subject to the meet and confer process prior to implementation.

3  
4 (b) Flexible Time Positions and their selections and assignments.

5  
6 (c) Special Education route assignments and packaging.  
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1 **ARTICLE 20**

2  
3 **TERM OF AGREEMENT**

4  
5 20.1 This Agreement shall become effective on July 1, 2013, and shall continue in  
6 effect until June 30, 2016.

7  
8 During 2013-2014 school year, each party shall have the right to reopen Article  
9 10 – Health and Welfare Benefits, Article 18 – Wages, and not more than two (2)  
10 additional articles and other articles as may be mutually agreed.

11  
12 During 2014-2015 school year, each party shall have the right to reopen Article  
13 10 – Health and Welfare Benefits, Article 18 – Wages, and not more than two (2)  
14 additional articles and other articles as may be mutually agreed.

15  
16 During 2015-2016 school year, each party shall have the right to reopen Article  
17 10 – Health and Welfare Benefits, Article 18 – Wages, and not more than two (2)  
18 additional articles and other articles as may be mutually agreed.

19  
20 20.2 This Agreement is based on a set of assumptions derived from the 2014-2015  
21 Preliminary State Budget for education and District budget assumptions for the  
22 2014-2015 school year as presented in the second interim report.

23  
24 Should changes in state statute resulting from voter action on statewide initiatives  
25 and/or final state or federal legislative action impact the District budget, the parties  
26 agree to immediately reopen Article 5 – Hours of Employment and Article 18 Wages.

27  
28 Articles of the Agreement may be amended by mutual consent during the duration of its  
29 agreement.

30  
31 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed  
32 by their duly authorized officers.

33  
34 POWAY UNIFIED  
35 SCHOOL DISTRICT

SERVICE EMPLOYEES  
INTERNATIONAL UNION, Local 221

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