10.6.22

Section 1.4.

The bargaining unit to which this Agreement is applicable shall consist of all regular full-time and part-time classified employees in the following general job classifications: Mechanical to include Electricians, Plumbers, HVAC, Boilers and Vehicle Mechanics; Structural to include Carpenters, Painters, Welders. Locksmith (Grandfathered), Warehouse/Delivery, Printshop, Grounds, Custodial, Security; and General Laborer.

Section 10.8

With the exception of 10.7.1, the District shall **publicize the availability of post** all new or vacant positions within ten (10) workdays of the creation of such openings. All open positions shall be posted at each building in designated areas or placed in Job posting notebooks. Posting at Maintenance and Transportation shall be posted in the Mechanics area, the Maintenance office area, and the Warehouse. A copy of each posting shall be provided emailed-to the Chapter President. All postings shall be publicized posted on the District website for five (5) workdays., at the above noted sites, before the opening is filled. The job posting shall include the minimum hourly rate.

10.6.22

Section 9.7.2

Workers Compensation (L & I) or Medical Leave of Absence. When an employee is anticipated to be on extended leave of less than ninety (90) consecutive workdays for documented medical reasons the temporarily vacated position will be filled by a substitute employee, if a need exists. When an employee is anticipated to be on an extended leave of more than ninety (90) consecutive days and up to fifteen (15) calendar months, the position will be posted as temporary in accordance with Section 10.8.1. for up to fifteen (15) twelve (12) calendar months, inclusive of the initial date of absence. If it is known through medical documentation or the employee's self-report that the medical leave will exceed fifteen (15) calendar months inclusive of FMLA and paid sick leave, their position will be posted as a continuing position. If the District has received medical notification that the employee will no longer be able to perform the essential functions of the position, and after discussion with the employee, the District has determined that no reasonable accommodation can be made, the position will be posted as a continuing position. The employee may remain on a leave of absence and will be eligible to bid on available positions, for which they are qualified or will be placed in a position in accordance with Section 9.7.2., when released to return to work. Employees shall retain their seniority date during this period for up to two (2) years from the initial date of leave.

The returning employee will be assigned to a comparable position if available to the position occupied before the leave of absence. An employee returning from a Leave of Absence defined under Section 9.7.1. & 9.7.2 or lay-off as defined under Article X without an established position will be placed in a substitute or temporary position until a successful bid on an available position takes place. During this time, the employee will be paid at the wage of the position he/she is substituting in; but at the Step they were on prior to the Leave of Absence/Layoff, and will not receive other benefits, but may continue COBRA (insurance) payment. Seniority will continue as defined in Section 10.5.

10.6.22

Section 10.7.1.

Full time and regular employees who bid on and are awarded a position in a classification outside their current classification or a Lead position in accordance with Section 10.7., shall be considered to be in a qualification period not to exceed **sixty (60) twenty (20)** workdays, with the right to return to his/her previous position. During this period, the employee will be evaluated and/or trained in the skills and requirements of the new position. A substitute employee shall be assigned to fill such employee's former position during the qualification period if necessary. An employee may voluntarily request to return to his/her former position or may be returned to his/her former position if found to be deficient in the skills of the position during the qualification period. Any decision to return an employee to his/her former position will be made by the **sixtieth (60th) twentieth (20th)**workday.

Employees who apply for and are awarded the General Laborer position will only have sixty (60) workdays to return to their former position, regardless of the six (6) month qualification period per Section 13.3. Return rights after the sixty (60) workdays will be adhered to as per Section 13.3.