

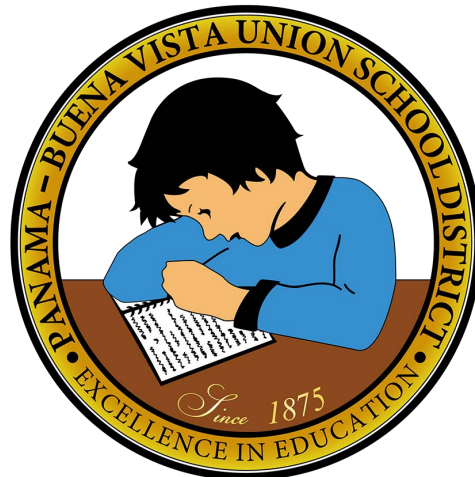
COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

PANAMA-BUENA VISTA UNION SCHOOL DISTRICT

AND THE

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS PANAMA-BUENA VISTA CHAPTER #649**



JULY 1, 2022 THROUGH JUNE 30, 2024

(March 6, 2023)

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	AGREEMENT.....	1
II	RECOGNITION.....	3
III	ORGANIZATIONAL DUES.....	5
	MEMBERSHIP DUES DEDUCTIONS.....	5
	HOLD HARMLESS PROVISION.....	5
IV	EVALUATIONS AND PERSONNEL FILES.....	6
	EVALUATIONS.....	6
	PERSONNEL FILES.....	6
V	ASSOCIATION RIGHTS	8
VI	HOURS OF EMPLOYMENT.....	10
	WORK WEEK.....	10
	WORK DAY.....	10
	OVERTIME/EXTRA TIME.....	10
	REST PERIODS.....	11
	MEAL PERIODS.....	11
	COMPENSATION-SCHOOL CLOSED DUE TO EMERGENCY.....	11
	RESCHEDULED EMPLOYMENT.....	11
	MEALS AND LODGING REIMBURSEMENT.....	11
	MILEAGE COMPENSATION.....	12
	MINIMUM CALL-IN TIME.....	12
	CALL-BACK TIME.....	12
	ADDITIONAL HOURS.....	12
	SUMMER WORK.....	12
	NOTICE TO LIBRARY/MEDIA CLERKS.....	13
	SPLIT SHIFTS/REDUCTION IN HOURS: DAY CARE MANAGERS.....	13
VII	PAY AND ALLOWANCES.....	14
	WORKING OUT OF CLASSIFICATION.....	14
	SPLIT-SHIFT DIFFERENTIAL.....	14
VIII	HEALTH AND WELFARE BENEFITS.....	15
IX	HOLIDAYS.....	17
X	VACATION.....	18

XI	LEAVES.....	20
	SICK LEAVE.....	20
	EXTENDED SICK LEAVE.....	20
	PERSONAL NECESSITY LEAVE.....	21
	FAMILY ILLNESS.....	21
	FAMILY SICK LEAVE.....	21
	BEREAVEMENT LEAVE.....	21
	IMMEDIATE FAMILY.....	22
	INDUSTRIAL ACCIDENT OR ILLNESS LEAVE.....	22
	JURY LEAVE.....	22
	PREGNANCY LEAVE.....	23
	CHILD BONDING LEAVE	23
	PARENTAL LEAVE.....	23
	ADOPTION LEAVE.....	23
	PATERNITY LEAVE.....	24
	JUDICIAL/SUBPOENA LEAVE.....	24
	MILITARY LEAVE.....	24
	UNPAID LEAVE.....	24
	CALIFORNIA FAMILY RIGHTS ACT/FAMILY AND MEDICAL LEAVE ACT.....	25
	COMPELLING PERSONAL LEAVE.....	25
	IN-SERVICE/STUDY LEAVE.....	25
	CATASTROPHIC LEAVE-CONTINUATION OF PAY STATUS.....	25
	MISCELLANEOUS.....	26
XII	GRIEVANCE PROCEDURE.....	27
	LEVEL ONE.....	28
	LEVEL TWO.....	28
	LEVEL THREE-MEDIATION.....	28
	LEVEL FOUR.....	28
XIII	PERSONNEL POLICY CHANGES.....	31
XIV	VACANCY/PROMOTION.....	32
XV	TRANSFERS/CHANGE IN ASSIGNMENT.....	33
	DEFINITION.....	33
	TRANSFER REQUEST.....	33
	VOLUNTARY TRANSFERS.....	33
	INVOLUNTARY TRANSFERS.....	34
XVI	MISCELLANEOUS WORKING CONDITIONS.....	36
	SENIORITY.....	36
	SUMMER SCHOOL/EXTENDED SCHOOL YEAR (“ESY”)/INTERSESSION EMPLOYMENT	36
	SUMMER DAY CAMP EMPLOYMENT.....	37

	ASSISTING STUDENTS WITH SPECIALIZED HEALTHCARE NEEDS...	37
XVII	CONCLUSION.....	38
	EFFECT ON AGREEMENT.....	38
	SCOPE OF AGREEMENT.....	38
	SEVERABILITY/SAVINGS.....	38
	CONCERTED ACTIVITIES PROHIBITED.....	38
	RATIFICATION AND ACCEPTANCE.....	39

APPENDICES

- A UNIT "B" SALARY SCHEDULE (Effective January 1, 2023)
- B. UNIT "B" HOLIDAY SCHEDULE (2023-2024)

ARTICLE I AGREEMENT

A. The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Panama-Buena Vista Union School District (“District”) and the California School Employees Association and its Panama-Buena Vista Chapter #649 (“Association”), an employee organization.

B. This Agreement is entered into pursuant to the provisions of the Rodda Act, Chapter 10.7 of Government Code §§3540-3549.3, hereinafter referred to as the “Act.” The scope of representation shall be in accordance with the provisions of §3543.2 of the “Act.”

C. The District and Association agree that no member of the bargaining unit shall be discriminated against on the basis of actual or perceived race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, transgender status, veteran or military status, or any other class protected under California or federal law, membership (or non-membership) in any employee organization, or participation (or non-participation) in the activities of an employee organization. Implementation of the terms of this agreement shall not be done in an arbitrary, capricious, or discriminatory manner.

D. This successor Agreement represents complete collective bargaining and full agreement by the parties in respect to wages, hours of employment, and other terms and conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of the Agreement.

1. This Agreement supersedes and replaces the 2020-2022 Collective Bargaining Agreement, any and all other Memoranda of Agreement or Understanding or Side-Letter (with the exception of MOUs and Side-Letters entered into in during the 2022-2023 school year), and any other agreements, practices, or understandings (oral or written) entered into prior to the date of ratification of this Agreement unless the terms thereof are set forth in this Agreement.

2. The Exclusive Representative understands and agrees that, as to all matters not covered by the Agreement, except as specified within this document, there shall be no duty on the part of the District to meet and to negotiate further during the term of this Agreement.

3. This Agreement shall remain in full force and effect from July 1, 2022, until June 30, 2024. For the 2023-2024 school year, the parties agree to reopen

Article VII, PAY AND ALLOWANCES, and Article VIII, HEALTH AND WELFARE BENEFITS, plus up to two (2) other articles designated by either party.

ARTICLE II RECOGNITION

A. The District recognizes the Association as the exclusive representative of those classified employees who are employed by the District in the job classifications listed below. All other classified employee positions, including those in Unit A, and all management, supervisory and confidential employees as provided by the Act are excluded from the unit.

B. The Association represents the following classifications:

- 5-Hour Yard Aide
- Administrative Assistant – MOG
- Behavioral Intervention Assistant
- Bilingual Site Clerk
- Cafeteria General Helper
- Cafeteria Manager
- Career Specialist – Art
- Cook Baker
- Curriculum Lab Clerk
- Day Care Manager (w/permit)
- Day Care Manager (w/o permit)
- Day Care Supervision Aide (w/permit)
- Day Care Supervision Aide (w/o permit)
- Early Start Instructional Assistant
- Edible Schoolyard General Assistant
- Educational Materials Clerk/12 months
- Educational Sign Language Interpreter
- ELO – P/ACES Program Leader (w/permit)
- ELO – P/ACES Program Leader (w/o permit)
- ELO – P/ACES Site Manager (w/permit)
- ELO – P/ACES Site Manager (w/o permit)
- Ext. Learning Admin. Asst/Program Mentor
- Health Aide
- Instructional Intervention Aide
- Instructional Aide – PE
- Instructional Materials Clerk
- Interpreter Aide
- Library Media Clerk
- Licensed Health Services Technician
- Noontime Assistant
- Paraeducator I
- Paraeducator II
- Paraprofessional III
- Pre-Kindergarten Aide
- Pre-Kindergarten Associate Instructional Aide (w/ permit)

Pre-K Instructor/Site Supervisor (w/ permit)
Roving Cook Baker
School Aide
School Secretary
School/Site Clerk Elementary
School/Site Clerk Secondary
Site Clerk – 11months
Site Clerk – 12 months
Speech & Language Pathology Assistant
SPED Paraeducator I
SPED Paraeducator II
SPED Paraprofessional III
Student/Community Service Liaison (Bilingual)
Summer School Clerk
Supervision Aide (w/permit)
Supervision Aide (w/o permit)
Technology Media Clerk
TK Aide
Transportation Aide

C. The Bargaining Unit may be modified by mutual agreement between the parties subject to the Act. The District will negotiate with the Association regarding the salary schedule placement of any newly created classifications.

**ARTICLE III
ORGANIZATIONAL DUES**

A. Membership Dues Deductions

1. The District will deduct dues from the wages of bargaining unit members based on CSEA's written direction to the District. CSEA is responsible for distributing, obtaining and maintaining dues authorization forms for bargaining unit members.

2. The District will make dues deductions only as directed by CSEA in writing. CSEA is responsible for notifying the District in writing of a withdrawal of dues deduction by any bargaining unit employee.

3. The District shall direct a unit member to the Association for inquiries regarding withdrawal from membership.

B. Hold Harmless Provision

1. CSEA agrees to reimburse the District, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging dues deduction provisions of this Agreement or the implementation thereof.

2. CSEA agrees to reimburse the District, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the dues deduction provisions of this Agreement or the implementation thereof, provided the District has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action. The Association shall have the exclusive right to determine whether any such action shall be compromised, resisted, defended, tried or appealed.

**ARTICLE IV
EVALUATIONS AND PERSONNEL FILES**

Evaluations

A. Employees shall be evaluated in writing by their immediate supervisor or the designee of the chief site administrator who is not a unit member. The evaluation shall be discussed with the employee.

1. Each permanent employee shall be evaluated at least once every two (2) years. The probationary period for employees will be six (6) months or 130 days of paid status, whichever is longer. Probationary employees may be evaluated prior to completion of the probationary period.

2. Input to the evaluation shall be solicited only from sources who have direct knowledge by observation or contact with the employee being evaluated.

3. If an employee is on a leave of absence at the time of their evaluation date, the District will provide the evaluation within 30 days of the employee's return to work.

B. The evaluation shall be done on a standard form provided for this specific purpose. Specific act(s) and/or omission(s) related to job performance shall be identified in evaluation. Any mark other than "standard" requires a specific written explanation. "Below standard" marks shall include specific written recommendations and steps to be taken for improvement. Employees shall be provided time and the right to review and respond, in writing, to their evaluation. Written rebuttals shall be attached to the evaluation. Copies of the evaluation will be provided to the employee, District, principal/supervisor and department head, if applicable.

C. An employee will not be marked "below standard" on an evaluation, either as an overall or in individual categories, unless the employee has been previously notified in writing of performance deficiencies.

Personnel Files

D. The employee or their representative shall have the right to review the employee's personnel file. Information of a derogatory nature shall not be entered or filed in an employee's personnel file until and unless the employee has been notified and is given an opportunity to review and attach a written response to the material in accordance with the provisions of Education Code §44031. Such review shall be allowed on paid release time during regular hours. All materials included in an employee's personnel file shall be signed and dated by the person responsible for its inclusion.

E. All personnel files shall be kept in confidence and shall be available for inspection only to designated employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee.

F. Prior to material of a derogatory nature being placed in the personnel file, an investigation shall be conducted with an opportunity for the employee to provide an explanation.

G. In accordance with 5 C.C.R. §16023, records in the personnel file are permanent records unless placed in the personnel file improperly, or by error, and in such cases will be removed.

**ARTICLE V
ASSOCIATION RIGHTS**

- A. CSEA shall have the right of access at reasonable times to areas in which employees work, for the purpose of representing bargaining unit members with the prior authorization of the site administration.
- B. CSEA shall have the right to use without charge, institutional bulletin boards, mailboxes, and other District means of communication for the posting or transmission of information or notices concerning CSEA matters. Executive officers, job stewards and site representatives of CSEA may use the computer E-mail system and facsimile machines to communicate CSEA matters among themselves within the parameters of the District's "Acceptable Use Policy" and existing law regarding the use of District equipment and materials. Any such use of these communication systems and equipment must be done outside an employee's normal work schedule.
- C. CSEA shall have the right to use without charge, institutional equipment, facilities and buildings at reasonable times, with the prior authorization of the site administration and provide their own supplies.
- D. CSEA shall have the right to review employee's personnel files and any other records dealing with employees when accompanied by the employee or on presentation of a written authorization signed by the employee.
- E. CSEA shall have the right to receive upon request without cost, copies of any and all materials related to wages, hours and other terms and conditions of employment which are necessary for CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Agreement.
- F. Within 60 days after the execution of this Agreement, the District will post a copy of the Agreement on its website and make ten (10) printed copies of the Agreement available at each worksite for employees. Any employee who becomes a member of the bargaining unit after execution of this Agreement will be offered a printed copy of the Agreement by the District without charge at the time of employment. The District will post on the District website any changes the Parties make to this Agreement.
- G. The District shall maintain a complete unit seniority roster that is available to the Association.
- H. The District shall provide one and one-half (1.5) hours of release time for all unit members to permit the Association to conduct an orientation session to be held within the first week of return to work and prior to student instruction. By May 1, the District will distribute the dates for the orientation session(s) for the following school year.
- I. The Chapter President or designee and site representatives appointed by CSEA shall meet monthly, without loss of pay, with the Superintendent or designees to discuss

items of interest to the District and the Association. The purpose of these meetings is not to renegotiate provisions of the Agreement. The Parties will schedule the date and time of the meetings.

J. Up to 20 days of District approved paid release time per school year shall be allowed for the use of the Chapter President and/or designees (not to exceed 6 designees).

K. The District will allow employees who are delegates to the CSEA annual conference to use accrued vacation, compensatory time off, or to take personal necessity leave to attend the conference.

L. The District agrees to provide authorized release time for state officers in compliance with Education Code §45210.

M. Each elected CSEA officer shall be provided reasonable release time not to exceed two and one-half (2.5) hours per month to conduct CSEA meetings after 4:00 p.m.

**ARTICLE VI
HOURS OF EMPLOYMENT**

Work Week

A. The work week of the employees in the bargaining unit shall be in accordance with the schedule established by the District and with Education Code §45127. This Article shall not restrict any extension of the regular work day or work week on an overtime basis when such is necessary at the discretion of the District to carry on the business of the District. The standard, basic work week is five days, eight hours per day. The particular schedule of each employee may vary, according to the position held and according to the school or department assigned.

Work Day

B. The work day shall be in accordance with the schedule established by the District. Each employee shall be assigned a regular minimum number of hours per day and days per week. The workload shall be taken into consideration in determining the assigned minimum work day hours and the District shall have the final determination in this regard.

1. An employee will be provided with a ten (10) calendar day notice of the District's need to flex an employee's work schedule.
2. If any employee is unable to work the flexed schedule, the District will attempt to find a volunteer for the flex schedule, or the employee may be involuntarily transferred to an open position.

Overtime/Extra Time

C. Overtime compensation shall be in accordance with Education Code §§45128 and 45131. An employee shall have the option to elect compensatory time off which may accrue to a maximum of 40 hours within a fiscal year in lieu of cash compensation for overtime worked within any one fiscal year.

1. Compensatory time shall be granted at the appropriate rate of overtime in accordance with this Article.
2. Overtime (full-time employees) and extra time (part-time employees), shall be distributed on a rational basis by seniority given the needs of the District and based on employee qualification and availability.
3. Compensatory time shall be taken at a time mutually agreeable to the employee and the District within the fiscal year in which it was earned or the employee shall be paid in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay.

Rest Periods

D. Rest periods will be scheduled by the supervisor as close to the midpoint of the shift, or each half of the shift, as possible. A rest period will not exceed 15 minutes in duration. Employees whose assignment is more than six (6) hours per workday shall have two (2) 15-minute rest periods per workday. One (1) rest period will be in the first half of the scheduled shift and one (1) rest period will be in the second half of the scheduled shift. Both rest periods will be as close to the midpoint of each half of the shift as possible. Employees whose assignment is four (4) consecutive hours per workday up to a maximum of six (6) hours per workday shall have one (1) 15-minute rest period per workday. Employees whose assignment is two and one-half (2.5) consecutive hours per workday and under four (4) consecutive hours per workday shall have one (1) 10-minute rest period per workday.

Meal Periods

E. Employees who work more than six (6) hours per day and are not assigned to a split shift are entitled to an unpaid meal break of at least 30 minutes, approximately halfway through the shift (Education Code §45180). Employees currently receiving a scheduled one (1) hour unpaid meal period will continue with the scheduled one (1) hour unpaid meal period while in their current assignment. Employees working less than six (6) hours may be assigned to a schedule that includes a thirty (30) minute unpaid meal period.

Compensation-School Closed Due to Emergency

F. In the event that an employee reports for work on a day when school has been canceled due to some emergency and services of that employee are therefore not needed, said employee shall be entitled to compensation for not less than two (2) hours or actual time on duty whichever is greater. It is agreed that any employee who has been notified of such cancellation prior to reporting to work shall not be so compensated.

Rescheduled Employment

G. It is understood and agreed by the parties to this Agreement that if the District finds it necessary to cancel operations due to weather or other elements beyond the control of the District, then the District may reschedule employment of classified employees who are part of the bargaining unit to meet the needs of the District in any such situations.

Meals and Lodging Reimbursement

H. Employees required to work out of the Greater Bakersfield Metropolitan Area (a radius of 25 miles one way any direction from the District Office) with the authorization of

the immediate supervisor or designee shall be entitled to necessary meals at the District established rate and actual and necessary reimbursement for lodging.

Mileage Compensation

I. All bargaining unit employees who are required to use a personal vehicle on District business or required to report to more than one school site or department will be entitled to mileage compensation at the established IRS mileage standard.

Minimum Call-In Time

J. An employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at their regular rate of pay.

Call-Back Time

K. Any employee required, by the District, to return to work after leaving their assigned work site shall be compensated for at least two (2) hours of work at their regular rate of pay.

Additional Hours

L. Any employee who works an average of 30 minutes or more per day in excess of the regular part-time assignment for a period of 20 consecutive working days or more shall have the regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

M. When additional hours are assigned to a part-time classification on a regular basis, the assignment will be offered to the employee who works at the site, the department, or specialized area, who has the greatest length of service to the District and who has at least a standard or better evaluation during the previous two-year period.

Summer Work

N. For needed summer work, excluding Summer School, Extended School Year (“ESY”) and ELO-P/ACES employment, the District will establish job specifications (in accordance with established job descriptions). Summer Work employment opportunities will be posted for five (5) work days at each work site. An employee working within their regular classification will be paid at their regular rate of pay. Employees working outside their classification for Summer Work will be paid at the applicable posted rate. Employees performing Summer Work will receive applicable sick leave, vacation, holiday and retirement benefits.

Notice to Library Media Clerks

O. The District reserves the right use Library Media Clerks in clerical positions as needed.

Split Shifts/Reduction in Hours: Day Care Managers

P. In the event a Day Care Manager's hours are split due to a reduction in hours at their present work site, the affected manger shall be allowed to choose from the following options:

1. Voluntarily assume a split-shit assignment in order to maintain their current hours;
2. Voluntarily accept a reduction in hours in their current assignment;
3. Displace the least senior Day Care Manager with the same number of hours, who in turn, must accept whatever reduction in hours, and site assignment subsequently mandated by the displacement process. The displaced Day Care Manager shall retain any benefits they may have attained prior to the reduction of work hours.

**ARTICLE VII
PAY AND ALLOWANCES**

A. Effective January 1, 2023, the regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as set forth in the restructured Appendix A. Appendix A and longevity amounts include a three and one-half percent (3.5%) cost-of-living adjustment (COLA) effective January 1, 2023.

B. All employees in the bargaining unit shall be paid once each month on the last working day of the month.

C. Whenever it is determined that an error has been made in the calculation or reporting in any employee's payroll or in the payment of any employee's salary, the appointing authority shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

D. Any supplemental check payable to an employee for services in working out of class or re-computation of hours shall be provided to the employee within 15 calendar days.

E. Any day granted as a staff development day, teacher institute, or teacher-parent conference day by whatever name, for whatever purpose(s) within the student attendance year is a regular workday for all employees scheduled by the District to work that day.

Working Out of Classification

F. An employee who is assigned duty that is outside of their classification shall have their salary adjusted to the nearest upward range on the salary schedule if the assignment is of five (5) or more days duration within 15 workdays and would provide compensation at the higher range effective for all days served in the classification.

Split-Shift Differential

G. An employee who is assigned to a school site and whose regular assigned work shift includes more than one (1) hour of unpaid, unassigned time (including lunch) shall receive a ten percent (10%) differential which shall apply to all contracted hours worked. A split-shift assignment and corresponding split-shift differential may be discontinued based on the needs of the District. An employee may be reassigned to a non-split shift differential assignment with ten (10) calendar days' notice. The District will notify the Chapter President, or designee, before discontinuing a split-shift assignment.

**ARTICLE VIII
HEALTH AND WELFARE BENEFITS**

A. For the 2022-2023 benefit plan year, the District will provide full-time employees and eligible dependents (as defined by the respective provider), with the health and welfare benefit plans as listed in paragraphs A.1-A.4 of this Article. The District's maximum contribution for health and welfare benefits is \$19,782.00 annually (\$1,648.50 monthly). The Parties to this Agreement recognize that health and welfare benefits are a part of the total compensation package.

1. Medical Insurance Options:

- a. Anthem-Blue Cross (PPO 80-C, \$20; Rx \$9/\$35) administered by SISC III.
- b. Anthem-Blue Cross (PPO 80-C, \$20; Rx \$7/\$25) administered by SISC III.
- c. Anthem-Blue Cross (PPO 90-C, \$20; Rx \$7/\$25) administered by SISC III.

2. Dental Insurance: Delta Dental of California (DD1500; C50/1000), administered by SISC III.

3. Vision Insurance: Vision Service Plan. (Signature C \$10) administered by SISC III.

4. Life Insurance: (G000ABIH-18C) administered by SISC III. A term life insurance policy covering the employee only in the amount of \$40,000.00.

B. The District shall maintain the insurance benefits plan's eligibility of a covered surviving spouse and eligible dependent(s) of any deceased employee for a period of two (2) months following the death of an active employee, as long as such practice is allowed by the respective benefits providers.

C. Those employees employed by the District on or before December 31, 1979, and who are employed for four (4) or more hours per day, shall be eligible to participate on the same basis as full-time, eight-hour (8) employees.

- 1. All employees hired on or after January 1, 1980, will receive prorated health and welfare benefits contributions based on the relationship of their assigned workday to a regular full-time eight-hour (8) workday.

2. Employees employed less than four (4) hours are not entitled to participate in the benefits plans, other than the State-required Bronze Plan, at the employee's expense. No in-lieu payments shall be made to any employee.

3. No In-lieu payments shall be made to any employees.

D. Effective July 1, 2001, for current employees who retire at age 60 to age 64 with at least ten (10) years of District service or who retire at age 55 to age 59 with at least 20 years of District service, the District will contribute an amount not to exceed the amount of the contribution paid in the year of the employee's retirement for medical/hospitalization and dental care plans provided to active employees and eligible dependents, as set forth in paragraphs A.1 and A.2 of this Article, through the month including the retiree's 65th birthday.

1. The District's contribution toward health and welfare benefits for eligible retirees will be prorated by dividing the sum of the full-time equivalents for the highest full-time equivalent (FTE) years by ten (10) years. One FTE is equivalent to an eight-hour day schedule.

2. If allowed by the respective benefits provider, retirees over age 65 may purchase supplemental health and welfare plans through the District.

ARTICLE IX HOLIDAYS

A. The District agrees to provide holidays to the employees in the bargaining unit as provided by Education Code §45203. The District reserves the right to provide an in-lieu holiday as more particularly provided for in Education Code §45205.

B. All of the employees in the bargaining unit who work four (4) hours or more per day shall have their schedule of work reduced by two (2) hours at no loss of pay, or receive two (2) hours of extra compensation if they work their assigned schedule, based on the needs of the District, on the following three (3) workdays: the day preceding Thanksgiving recess, the day preceding Winter recess and the day preceding Spring recess. Employees whose workday is reduced by two (2) hours will not be eligible for a second rest period break on these days.

1. In addition, the District agrees to provide holidays on the Friday following Thanksgiving, Christmas Eve day, and New Year's Eve day. It is understood and agreed that one of such holidays may be designated as the in-lieu holiday for Admission Day.

2. The Monday following Easter Sunday will be a local holiday in lieu of Good Friday. In those years when the winter recess exceeds ten days, this holiday will be Good Friday in lieu of Admission Day.

3. For 12-month employees, holidays during Winter Recess shall be pursuant to the adopted "Holiday Schedule for Classified Employees."

C. The current Classified Employees Holiday Schedule shall be attached to this Agreement as an Appendix B.

**ARTICLE X
VACATION**

A. All 12-month employees in the bargaining unit shall earn paid vacation time in accordance with the provisions of this Article. Employees working less than 12-months earn vacation pay which is paid out monthly on the employee's pay warrant. Vacations are accrued on the basis of the fiscal year beginning July 1 and ending June 30. Employees will accrue vacation time or pay monthly in accordance with the following:

1. Earned vacation will not become a vested right until after completion of the initial six (6) months of employment. Annual vacation shall be granted in accordance with the following vacation chart for employees hired prior to July 1, 1987:

<u>Period of Continuous Employment</u>	<u>Annual Vacation</u>
Over 240 months	30 days

For those persons employed on or after July 1, 1987, the following vacation chart shall apply:

<u>Period of Continuous Employment</u>	<u>Annual Vacation</u>
Up to 48 months	10 days
49 -144 months	15 days
145 months and above	20 days

2. Part-time employees shall have their vacation pay pro-rated as the number of contracted hours compared to an eight (8) hour workday.

B. Pay for vacation days for all bargaining unit employees shall be at the same rate as the employee is entitled to for a day's work. When an employee in the bargaining unit is terminated for any reason, they shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination. If for any reason a bargaining employee is not permitted to take all or any part of their annual vacation by the District, the amount not taken shall, at the option of the employee, be accumulated for use in the following year or be compensated.

C. Vacations shall be scheduled at times mutually agreed upon by the employee and the District, taking into account the District's work requirements and subject to final approval by the District. If there is any conflict between the employees who are working on the same or similar operations as to when vacations shall be taken, in order to provide equity, consideration of prior vacation patterns, along with seniority, will be considered in deciding which employee will be granted their vacation request.

D. When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

E. The District agrees to allow permanent employees of the bargaining unit to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee provides adequate notice and relevant supporting information regarding the basis for such interruption or termination.

ARTICLE XI LEAVES

Sick Leave

A. Each employee in the bargaining unit employed five (5) days a week shall be entitled to twelve (12) days leave of absence, for illness or injury with full pay, for a fiscal year of service. Employees who work less than full-time will have their sick leave entitlement prorated based on the ratio that their workday and workweek bears to full-time. In the event an employee does not take the full amount of leave allowed in any year under this Article, the amount not taken shall be accumulated from year to year. In all other aspects, leaves of absence for illness or injury shall be governed by Education Code §45191.

1. Absences due to illness must be reported by employees, promptly.
2. All requests for sick leaves of absence shall be submitted to the employee's supervisor using the electronic submission process established by the District within 48 hours of the absence.
3. Any employee may be required to submit to a medical review or provide a healthcare verification acceptable to the District at any time. Proven abuse of sick leave privileges may result in discipline which could include dismissal. Sick leave may be used by an employee when it is necessary for that employee to be absent due to a dental or doctor appointment. An employee using sick leave during a period that includes a paid holiday will be paid for the holiday and will not be charged for sick leave for that day.

Extended Sick Leave

B. Pursuant to Education Code §45196, on July 1 of each fiscal year, each employee shall be credited with 100 working days of extended sick leave, for absences related to their own illness or injury, in addition to accrued regular sick leave days. The 100 days of extended sick leave shall be compensated at 50% of the employee's regular salary. This extended paid sick leave is exclusive of any other paid leave, holiday, vacation, or compensating time to which the employee may be entitled.

1. An employee may be required to provide a healthcare verification that is acceptable to the District while utilizing the extended sick leave benefit.
2. Pursuant to Education Code §45195, if at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of their position, the employee will be released from the District and placed on a reemployment list for a period of 39 months. If at any time during the prescribed 39 months the employee is able to assume the duties of their position, as verified by a health care provider, the employee will be reemployed in the first vacancy in the classification of their previous assignment.

3. Employees unable to return to work after 39 months on the reemployment list will be automatically removed from the reemployment list.

Personal Necessity Leave

C. Pursuant to Education Code §45207, an employee may use up to ten (10) days of regular sick leave for matters of personal necessity. Any leave taken by an employee in accordance with this paragraph shall not be for monetary gain to the employee. In addition, personal necessity leave will not be granted for: (1) extension of a holiday; (2) recreational activities; (3) matters that can be cared for outside the work day; or (4) concerted activities. The employee shall request leave at least 48 hours prior to utilization when feasible. The employee's supervisor (or designee) will respond within 48 hours or when feasible.

Family Illness

D. Employees may be granted three (3) days paid leave of absence per school year for the purpose of attending to a member of the employee's immediate family who is seriously ill or injured. This leave may also be used in addition to bereavement leave. Family members beyond immediate family members may be included at the discretion of the administration.

Family Sick Leave

E. The District shall permit an employee to use up to ten (10) days of the employee's yearly available sick leave entitlement to attend to diagnosis, care, or treatment of an existing health condition, as well as preventative care, for the employee or the employee's (a) child (biological, adoptive, foster, step, legal ward, or to whom the employee stands in loco parentis) regardless of age or dependency status; (b) parent (biological, adoptive, foster, step, legal guardian, or person who stood in loco parentis when the employee was a minor) of the employee or the employee's spouse or registered domestic partner; (c) spouse; (d) registered domestic partner; (e) grandparent; (f) grandchild; (g) sibling, charged to regular sick leave balance (Labor Code §233 and §245.5(4)(c)). This leave may also be utilized by an employee that is a victim of domestic violence, sexual assault, or stalking (Labor Code §230(c)).

Bereavement Leave

F. Bereavement leave will be granted to employees in the bargaining unit, without deduction from salary, on account of death of any member of the employee's immediate family, in accordance with Education Code §45194. Every employee shall be entitled to a leave of absence not to exceed five (5) workdays, or seven (7) work days if travel of 250 miles or more one way, and/or if travel out of the state is required.

Immediate Family

G. For purposes of this Article, members of the immediate family are defined to include mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, step-father, step-mother, or step-child of the employee, registered domestic partner or any relative living in the immediate household of the employee. Requests for exceptions may be submitted to the Superintendent or designee.

Industrial Accident or Illness Leave

H. Employees shall be entitled to industrial accident or illness leaves in accordance with Education Code §45192. Said leaves shall be granted in accordance with the following:

1. Allowable leave shall be 60 working days in each fiscal year and shall not be accumulative from year to year.
2. Industrial accident or illness leave will commence on the first day of absence.
3. Payment for wages lost on any day shall not, when added to an award granted to the employee under the workers' compensation laws of the state of California, exceed the normal wage for the day.
4. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation award under workers' compensation.
5. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same injury or illness.
6. Industrial accident or illness leave will be coordinated with other available paid leaves so that an employee will receive their contract daily rate of pay until all available paid leaves are exhausted.

Jury Leave

I. Employees shall be entitled to leave without loss of pay when called for jury duty. This shall be accomplished by the employee turning in a Certification of Jury Service. The District employee will sign over to the District any check received for services rendered while on jury duty.

1. The total time required for jury duty, reasonable travel time, and the remainder of the employee's workday shall not exceed the employee's regularly

assigned workday. This provision does not obligate the District to pay an employee for more than the number of hours in the employee's regular workday.

2. The employee shall return to work from jury duty if three (3) or more hours remain in the employee's regularly assigned workday, which includes up to one (1) hour of travel time, unless the supervisor informs the employee not to return to work.

Pregnancy Leave

J. Each female employee shall be entitled to a leave of absence for a period of time required to be absent by reason of physical incapacity due to pregnancy or childbirth or related conditions. The employee shall be entitled to use accumulated sick leave and other leave benefits allowable under appropriate sections of the Education Code on the same basis provided for any other illness or injury. The following rules shall apply:

1. The period of leave, including the date upon which the leave shall begin, shall be determined by the employee and the treating physician.

2. A statement from the employee's physician as to the beginning date of such leave shall be filed with the Superintendent or designee. This date shall be based on the employee's ability to render service in the position held at the beginning of the leave.

3. The date of the employee's return to service shall be based on the treating physician's analysis and written statement of the employee's physical ability to render service and that the employee is no longer required to remain off duty due to the employee's physical condition.

Child Bonding Leave (Government Code §12945.2)

K. Child bonding leave for the reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, will be provided to eligible employees for a period of up to twelve (12) workweeks in accordance with Government Code §12945.2.

Parental Leave

L. In accordance with Education Code §45196.1, parental leave for the reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, will be provided to eligible employees for a period of up to 12 workweeks.

Adoption Leave

M. Up to three (3) days of leave for the adoption of a child shall be allowed without loss of pay or leave benefits to the adoptive mother or father. The employee shall provide

prior notice of the anticipated need for a leave of this nature. Additional unpaid leave may be requested.

Paternity Leave

N. Four (4) days of leave shall be allowed without loss of pay to a father or registered domestic partner before, after or on the day of the birth of the employee's child. There shall be no loss of sick leave for this absence. The employee shall provide prior notice of the anticipated need for a leave of this nature.

Judicial/Subpoena Leave

O. Leave with pay shall be granted by the District when it is necessary for an employee to appear as a witness in court, other than as a litigant; or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Leave exceeding one (1) day must be approved by the Superintendent or designee.

Military Leave

P. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

Unpaid Leave

Q. A permanent employee may apply for an unpaid leave of absence up to one (1) year duration to be granted at the discretion of the District. Leaves under this provision will be considered on a case-by-case, non-precedential basis.

California Family Rights Act (CFRA)/Family and Medical Leave Act (FMLA)

R. Employees who have completed at least one full year of continuous service to the District will be eligible to use the benefits provided by the Federal Family and Medical Leave Act ("FMLA") and/or the California Family Rights Act ("CFRA") if they meet the requirement for having worked 1,250 hours in the preceding 12 months prior to the request or are otherwise eligible for FMLA/CFRA leave.

1. FMLA and/or CFRA leave is available for:
 - a. The birth of a child, or placement of a child with the employee for adoption or foster care, and to bond with the newborn or newly-placed child (within 12 months of the birth or placement of the child).
 - b. The employee's own serious health condition.
 - c. The employee is needed to care for a family member, including a spouse or domestic partner, parent, child, grandparent (CFRA), grandchild

(CFRA), sibling (CFRA), or designated person (CFRA), as defined below, who has serious health condition.

i. “designated person” for CFRA leave means any individual related to the employee by blood or whose association with the employee is the equivalent of a family relationship. An employee may identify the designated person at the time the employee requests the leave. An employee is limited to the designation of one designated person per 12-month period for family care and medical leave.

d. A qualifying exigency related to the covered active duty or call to covered active duty in the armed forces of the United States of the employee’s spouse or domestic partner, parent or child.

e. The employee is needed to care for their family member who is a covered service member with a serious injury or illness. The employee is the servicemember’s spouse, parent, child, or next of kin.

Compelling Personal Leave

S. Each employee shall be allowed up to five (5) days leave of absence annually for the conduct of personal business which is of a compelling personal nature that cannot be carried out during off-duty time. The employee shall be paid 50% of their normal salary whether or not a substitute is employed. Any compelling personal leave taken by an employee shall not be for monetary gain. At least two (2) days advance written notice to the Superintendent or designee is required except in those instances where an emergency precludes the employee from providing two (2) days’ notice. The Superintendent or designee may waive the advanced notice requirement.

In-service/Study Leave

T. An employee may, at the discretion of the Superintendent or designee, receive paid leave of absence for the purpose of attending classes, workshops, conferences or programs which are designed exclusively for the purposes of assisting the employee in the performance of assigned duties, including new concepts or procedures, or otherwise enhancing or improving the professional performance of the employee involved.

Catastrophic Leave-Continuation of Pay Status

U. A catastrophic leave/continuation of pay benefit may be requested by an employee pursuant to Education Code §44043.5, inclusive. For the purpose of this paragraph, “catastrophic” is defined in Education Code §44043.5(a)(1). The benefit consists of the number of sick leave credits donated by other District employees and converted to pay for the affected employee (“recipient”).

1. An employee who requests this benefit must fill out the District application form and submit it to Human Resources, including the required documentation. Application forms are available at the Human Resources Office. A recipient must be off duty for a minimum of ten (10) consecutive workdays prior to receiving donations, and must have exhausted all regular (i.e., full-paid) sick leave.
2. Once a complete application is submitted, the District will solicit donations from the staff. Donations of an employee's sick leave credit shall be a minimum of one (1) day (8 hours), with additional full days thereafter.
 - a. Sick leave credits are applied on an hour to hour basis. A difference in the rate of pay of a donating employee and the recipient will not affect the amount of pay received.
 - b. An employee who donates sick leave credits is required to have a sick leave balance of at least five (5) days following the donation. As provided by Education Code §44043.5(d)(3), transfer of eligible leave credits is irrevocable.
3. At the written request of the recipient, donated credits shall be coordinated with differential pay during a period when the employee is on Extended Sick Leave under the provisions of Education Code §45196.
 - a. At the written request of the employee, donated credits may be coordinated with available CFRA/FMLA benefits in order to provide a continuation of income, or may provide an extension of contributions for the District's health insurance package, or both.
 - b. Donations used to provide an extension of contributions for the employee's portion of health insurance premiums will be calculated based upon the recipient's hourly rate of pay divided into the health insurance premium to be paid.
4. Receipt of continuation pay while on catastrophic leave does not alter or extend extended sick leave benefits pursuant to Education Code §45196, and subsequent placement on a re-employment list pursuant to Education Code §45195.

Miscellaneous

- V. Except as provided for in the Education Code relative to sick leave, the leaves provided for in this Article shall not be cumulative from year-to-year.
- W. The District may require verification, acceptable to the District, for the use of any leave. The verification may include a physician's statement when applicable.

ARTICLE XII GRIEVANCE PROCEDURE

A. A grievance is defined as an alleged violation, misapplication, or misinterpretation of the specific terms of this Agreement. A grievance may be filed by an employee, employees in the bargaining unit, and or by the Association; herein after referred to as “grievant”.

1. A “complaint” is a concern an employee desires to have resolved which is not a violation of the Collective Bargaining Agreement.
2. A “day” refers to a day when the District Office is open for business.
3. An “immediate supervisor” is the administrator or supervisor having immediate supervisory authority over the grievant.

B. Any employee may, at any time, present grievances to the District and have such grievances adjusted without the intervention of the Exclusive Representative as long as the adjustment is not inconsistent with the terms of this Agreement; provided, however, that the District shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

C. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding. Once a grievance matter has been resolved, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which could have been included in the first grievance.

D. All written grievances as provided herein shall contain the following minimum information. Any grievances not containing such information may be rejected as improper. Such rejection shall not extend time limitations herein specified.

- Name of grievant.
- Date of filing.
- Date of alleged violation.
- Contractual section(s) allegedly violated.
- Synopsis of relevant facts.
- Relief requested.

E. Representatives of the Exclusive Representative participating in the processing of grievances shall receive reasonable release time without loss of compensation for the processing of grievances as provided by Government Code §3543.1(c).

F. At the option of the grievant(s), an Association Representative may participate at any level of this procedure.

G. No grievance shall be filed alleging a violation of any state or federal statute for which methods of appeal and/or redress are provided.

H. Failure of the grievant or the grievant's representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level. Failure of the District to adhere to the time limits of this Article shall advance the grievance to the next step of this procedure.

I. Time limits may be extended only by mutual written agreement of the grievant and the District.

J. Each formal grievance shall be preceded by an informal attempt to settle whatever problem exists with the immediate supervisor prior to the filing of the formal grievance.

Level One

K. Within 15 days of the occurrence or knowledge of the alleged violation of the Agreement, the grievant must present the grievance in writing to the employee's immediate supervisor. Within ten (10) workdays of receipt of the grievance, the supervisor shall communicate a response to the grievant in writing. If the supervisor does not respond within the time limit, the grievance is denied and the grievant may appeal to Level Two.

Level Two

L. In the event the grievant is not satisfied with the decision at Level One, a written appeal to the Superintendent or designee must be filed within five (5) workdays of the issuance of the Level One decision. The appeal must contain all materials utilized in the first level, including the decision rendered, if any and a statement of the reason for the appeal. The Superintendent or designated grievance representative shall hold a conference with the grievant and a representative within ten (10) workdays after the conference, a written decision and the reasons for such decision shall be transmitted to the grievant. If there is no response within the time limit, the grievant may proceed to the next level.

Level Three – Mediation

M. The parties shall request the services of a mediator from the California State Conciliation Service within five (5) school days following written notice from the grievant. The parties shall attempt to mediate a settlement to the grievance. In no instance will the form or matter of the discussion and/or proposals during the mediation process be revealed. Only the terms of a settlement, if any, may be revealed.

Level Four

N. In the event the Association is not satisfied with the result of Level Three, it may, within five (5) days of completion of the Level Three proceedings submit the grievance to

binding arbitration under provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). The parties agree to request the panel of arbitrators from the California State Conciliation Service. If the grievant is satisfied with result at Level Two or Level Three, or any prior level, the Exclusive Representative is barred from instituting the binding arbitration procedure.

O. The arbitration shall be limited solely to the interpretation and the application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issues(s).

P. The arbitration shall have no power or authority to hear cases challenging any of the following:

- The termination of services or failure to reemploy a probationary employee.
- The placement of an employee on probationary status.
- The content of the employee's evaluation.

Q. After a hearing on the merits of the grievance, the arbitrator shall render a written decision which sets forth findings of fact, reasoning, and conclusions on the precise issue(s) submitted.

1. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement and shall not substitute the arbitrator's judgment for that of the District.

2. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.

3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

4. The arbitrator's recommendation may include restitution, financial reimbursement, or other proper remedy.

R. The decision of the arbitrator will be submitted to the parties for implementation.

S. The costs of the arbitration proceeding, including AAA fees and the per diem charges of the arbitrator, shall be borne equally by the parties.

T. Each party shall be responsible for the costs of presenting its case.

U. All grievance materials shall be filed in grievance files which shall be kept separate and apart from the personnel files.

V. Until such time as the final disposition of the grievance occurs, grievant(s) shall conform to the original direction of the District.

**ARTICLE XIII
PERSONNEL POLICY CHANGES**

A. With respect to personnel policies of the District directly related to classified employees covered by this contract, the District agrees that any changes, modifications, deletions or additions to said policies shall not be affected without first allowing the Association to request that such matters be reviewed on a “meet and confer” basis. Matters of policy changes, modifications, deletions or additions shall be reflected on the Board of Trustees meeting agenda and a copy of such agendas will be provided to the Association via District email. The emailing of such agenda shall be notice of any proposed personnel policy action by the District. Within five (5) days of receipt of the email notification, the Association, may at its option, request in writing that the proposed actions be reviewed in a “meet and confer” session.

B. For purposes of this Article, “meet and confer” is defined as a meeting between a representative(s) of the District and a representative(s) of the Association, at which meeting the proposal shall be explained by the District representative(s) and the Association representative(s) shall be afforded a reasonable opportunity to express the views of the Association related to such proposal. Further it is agreed that any written statement, which the Association may submit to the District Superintendent reflecting the position of the Association regarding the policy proposal shall be transmitted by the Superintendent to each member of the Board of Trustees. The “meet and confer” process shall only include the procedures outlined herein.

**ARTICLE XIV
VACANCY/PROMOTION**

A. The District shall determine when a vacancy in a new or current bargaining unit position exists and whether it is to be filled. It is understood by both parties that the District agrees to consult with, inform, and take input from Association representatives prior to implementation of a management decision not to fill a vacancy.

B. Notices of vacancies to be filled within the bargaining unit shall be posted for five (5) work days at each work site.

1. A copy of the notice shall be provided to the Chapter President within two (2) days of the date it is posted.

2. The notice shall include the position description which shall include the job requirements and the training and experience required, number of designated hours, salary range, and work site when known.

C. Employees may apply for posted vacancies within the application period. Only those employees with the qualifications specified will be considered. Unsuccessful employee applicants shall be notified in writing.

D. Employees who are promoted to a position in a higher classification shall receive salary range placement that results in a minimum increase of five percent (5%) or placement at the top range for that position.

E. An employee who is promoted to a higher classification in the District will serve a six (6) month probationary period. At least one formal, written evaluation will be completed during the probationary period. During the probationary period, if the District determines through the evaluation process that the employee is not performing satisfactorily; or if the employee requests to return to his or her former classification, the District will return the employee to their prior classification with their former work hours. The least senior employee(s) serving in the prior classification may be displaced and the returning employee will assume the displaced position(s).

F. The most senior employee will be given first consideration in the event that the applicants are determined by the District to be equally qualified.

ARTICLE XV TRANSFERS

Definition

A. A transfer is defined as a change of job location (to another school or department) but within the same classification.

Transfer Request

B. Every unit member shall have the opportunity to file a request for transfer at any time during the fiscal year. Transfer requests shall be filed in duplicate with the unit member receiving a duplicate copy stamped and dated by the Human Resources Office. Transfer requests, once submitted, are valid until withdrawn by the employee. If an employee's transfer request is received and granted, the employee is not eligible to request another transfer until the end of the following school year.

Voluntary Transfers within a Classification

C. Prior to a District determined vacancy being posted, the following voluntary transfer procedure will take place:

1. All qualified employees will be notified through a posting on the District website. If interested, the employee must submit a transfer request by the closing date.
2. If one employee has requested a transfer and the employee meets the criteria below, the supervisor involved will give consideration to granting the request for voluntary transfer before the vacancy is posted.
3. If three (3) or more employees have applied for a transfer and all three (3) employees meet the criteria below (Article XV.D.), the District must select one of the three applicants to fill the vacancy.
4. After the voluntary transfer process has been completed, and an employee has not been selected for a transfer into a District determined vacancy, the District may post the resulting vacancy and follow normal guidelines for open/promotional selection of personnel in order to fill said vacancy. An employee who was not selected for a transfer automatically will be included in the applicant pool and be interviewed for the related open position. Submission of a resume, letters of recommendation, or other documents may be submitted for District consideration.

D. The following criteria will be considered in granting a request for voluntary transfer within a classification.

1. Employee work history, i.e., evaluations, discipline, work attendance, and seniority.
2. The provisions for voluntary transfers within a classification will apply only to employees who have attained permanent status and who work four or more hours daily.
3. The provisions for voluntary transfers within a classification will apply only to those employees who have an active Request for Transfer form completed and on file in the District Human Resources Office.
4. The provisions for voluntary transfers within a classification will not apply when staffing new schools. When staffing for a new school is required, the Transfer Policy shall be used only as a guide. The Administration will endeavor to provide for a balanced staff in opening new schools. At no time will an existing school site staff be depleted of more than 60% of its current classified personnel in order to staff a new school.
5. A unit member denied a transfer will be given written reasons for the denial if a written request is made by the unit member within 10 days of the denial.

Involuntary Transfers

E. A classified employee may be involuntarily transferred to another site or department which the employee did not request but not as a reprisal for employee activity protected by the Act. Reasons for transfer of personnel may include:

1. Placement of personnel returning from leaves and/or categorical aid programs.
2. District related needs which may include another site or District department having greater need for an employee's specialized services than does the current site or department. Management will seek concurrence for the involuntary transfer. Should two employees be equally qualified, the employee with the least seniority will be involuntarily transferred.
3. Performance Renewal: An employee may be involuntarily transferred no more than once every two years in order to provide a reasonable opportunity for improvement of performance. Involuntary transfers for this reason shall be preceded by evaluations and conferences.

4. Incompatibility with staff or site administrator. In such situations, no employee shall be arbitrarily transferred.

F. Within ten (10) working days, an employee who is to be involuntarily transferred shall be given reasons in writing for the impending matter.

G. Involuntary transfers shall not be made for punitive, arbitrary, or capricious reasons.

**ARTICLE XVI
MISCELLANEOUS WORKING CONDITIONS**

Seniority

A. Seniority will be determined by the employee's first date of paid service in a regular classified position ("hire date") in each classification. The ranking of employees with the same hire date shall be by lot. An unpaid leave of more than 20 working days in a fiscal year, unless protected by law, will move the employee's seniority date forward by the same amount of time.

Summer School/Extended School Year ("ESY")/Intersession Employment

B. Summer School, Extended School Year ("ESY") and Intersession employment opportunities will be posted for five (5) work days at each work site. When summer school employment is available, District employees who file letters of interest will be selected on the following basis:

1. Employees who submit a letter of interest shall be placed on a list in seniority order by classification. Employment will be offered on a rotational basis first to employee applicants within the classification with the greatest length of service to the District and then to other employees who meet the minimum required qualifications by District seniority. After receiving a summer school assignment the employee will be placed at the bottom of the summer school seniority list. An employee who receives but does not work a summer school assignment may submit a written request with the Superintendent or designee to not be placed at the bottom of the list. Employees will not serve two (2) consecutive years in summer school service, unless the demand exceeds the supply of applicants who have not previously worked in a summer assignment. In the event all positions are not filled, other qualified applicants will be considered.
2. Employees whose most recent evaluation is below standard "overall" or have documented discipline in their personnel file within the preceding 12 months are ineligible for summer school employment.
3. Employees will be compensated at their regular hourly rate, or the rate of pay of the summer position (same step as the regular hourly rate), if higher.
4. If a Summer School program is held by the District, a \$500 incentive payment will be earned by employees working the Summer School program and who have perfect attendance during the program.

5. A \$625 incentive payment will be earned by Nutrition Service employees working ELO-P/ACES July intersession with perfect attendance during the July intersession.

6. A \$625 incentive payment will be earned by employees working ESY with perfect attendance during ESY.

Summer Day Camp Employment

C. Summer Day Camp Managers will be chosen from a pool of applicants consisting of Day Care Managers and qualified ELO-P/ACES Program Managers. Summer Day Camp Recreation Assistants will be selected from a roster consisting of Supervision Aides, Day Care Managers and qualified ELO-P/ACES Program Leaders. In the event all positions are not filled, other qualified applicants will be considered.

Assisting Students with Specialized Healthcare Needs

D. When necessary, Site Secretaries, Site Clerks, Paraeducators I and II, Behavioral Intervention Assistants, School-Aides, Noontime Assistants, and 5-hour Yard Aides may be required to assist students with toileting and/or specialized healthcare needs in the absence of other qualified staff. When performing toileting and/or specialized healthcare needs these employees will receive additional compensation at a rate of five percent (5%) of their base hourly rate of pay for the day in which the services are provided. This compensation does not apply to Health Aides, Licensed Health Service Technicians, or Paraprofessional IIIs.

E. If a Paraprofessional III is called from their regular work assignment to assist with toileting and/or specialized healthcare needs of a student outside of SDC, the employee will receive compensation at the rate of five percent (5%) of their base hourly rate of pay for the day in which services are provided.

F. Employees assisting students with toileting and/or specialized healthcare needs will receive annual training.

G. Cafeteria personnel approved by the Director of Nutrition Services to provide for the special dietary needs of students will receive a five percent (5%) of their base hourly rate of pay for the day in which services are provided.

ARTICLE XVII CONCLUSION

Effect on Agreement

A. It is understood and agreed that the specific conditions contained in this Agreement shall prevail over the District practices and procedures, and over state laws to the extent permitted by state law.

Scope of Agreement

B. It is understood and agreed that the powers and responsibilities to manage and control the operations and affairs of the District are reserved exclusively to the District and the governing board, except as they are by this Agreement expressly and specifically limited in the manner and to the extent authorized by law. The matters contained within this Agreement are to the extent authorized by law, the entire agreement between parties on those matters proposed and subsequently withdrawn, those which could have been proposed but were not and those which, had the subject matter been known to or contemplated by either party at the time they met and negotiated on and executed this Agreement, might have been proposed.

Severability/Savings

C. If any provisions of this Agreement or application of such provisions to any person or circumstances shall be held invalid by the court of competent jurisdiction, the remainder of this Agreement or the application of such provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Concerted Activities Prohibited

D. It is agreed and understood that there shall be no strike, work stoppage, slow down or picketing in furtherance thereof or compliance with the request of other labor organizations to engage in such activities by the Association, its officers, agents, or members during the term of this Agreement.

1. The Association recognizes the obligation of its representatives to comply with the provisions of this clause and to make every reasonable effort toward inducing all unit members to do so.

2. In the event of a strike, work stoppage, or slow down by the employees who are represented by the Association, the Association agrees to take good-faith steps to cause those employees to cease such action.

3. The parties agree that during the negotiations of the reopener provisions of this Agreement, through the exhaustion of the impasse procedures in the Act, the provisions of Paragraph D of this Article will not apply.

RATIFICATION AND ACCEPTANCE

By their signatures below, the signatories certify that they are authorized representatives of either the District or the Association as the contracting parties; that all actions necessary for the District or the Association to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law and that this Agreement is hereby entered into without the need for further ratification and acceptance.

ACCEPTED:

PANAMA-BUENA VISTA UNION
SCHOOL DISTRICT



BRYAN EASTER
Vice President, Board of Trustees



PAULA VAN AUKEN
Clerk, Board of Trustees

Date:

6/13/23

ACCEPTED:

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION CHAPTER #649



NICCOLE STONE
President, Chapter #649



ANDREA JUAREZ
Labor Relations Representative
for CSEA

Date:

5/15/2023

APPENDIX A

Classified CSEA Panama-Buena Vista Chapter #649 (Unit B) Salary Schedule

Effective January 1, 2023 (Page 1 of 2)

Job Title	Job Class	Job Grade	Job Title	Job Class	Job Grade
Cafeteria General Helper	3347	15	Paraeducator I	4701	17
Cook Baker	3346	20	Paraeducator II	4702	18
Curriculum Lab Clerk	3300	17	Paraprofessional III	4703	21
Day Care Manager w/ Permit	3330	20	Pre-K Associate Instructional Aide	3340	17
Day Care Manager w/o Permit	3330	17	Pre-Kindergarten Aide	3342	15
Day Care Supervision Aide 1 w/o Permit	3331	11	Roving Cook Baker	3349	21
Day Care Supervision Aide 2 w/o Permit	3331	12	School Aide	4416	15
Day Care Supervision Aide w/ Permit	3331	15	Student / Community Service		
Health Aide	4705	17	Liaison (Bilingual)	4418	18
Instructional Aide - Elementary PE	4410	12	Summer School Clerk	3425	17
Instruction Intervention Aide	4403	15	TK Aide	4419	15
Instructional Materials Clerk	3302	17	Transportation Aide	4412	15
Interpreter Aide	3301	11	Yard Aide (5 Hour)	3420	12
Noontime Assistant (2 Hour)	3421	11			

		STEP							
Grade	Time Base	1	2	3	4	5	6	7	8
21	Hourly	\$ 18.02	\$ 18.56	\$ 19.12	\$ 19.69	\$ 20.28	\$ 20.89	\$ 21.52	\$ 22.17
20	Hourly	\$ 17.75	\$ 18.28	\$ 18.83	\$ 19.39	\$ 19.97	\$ 20.57	\$ 21.19	\$ 21.83
19	Hourly	\$ 17.49	\$ 18.01	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.27	\$ 20.88	\$ 21.51
18	Hourly	\$ 17.23	\$ 17.75	\$ 18.28	\$ 18.83	\$ 19.39	\$ 19.97	\$ 20.57	\$ 21.19
17	Hourly	\$ 16.98	\$ 17.49	\$ 18.01	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.27	\$ 20.88
16	Hourly	\$ 16.73	\$ 17.23	\$ 17.75	\$ 18.28	\$ 18.83	\$ 19.39	\$ 19.97	\$ 20.57
15	Hourly	\$ 16.48	\$ 16.97	\$ 17.48	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.26
14	Hourly	\$ 16.24	\$ 16.73	\$ 17.23	\$ 17.75	\$ 18.28	\$ 18.83	\$ 19.39	\$ 19.97
13	Hourly	\$ 16.00	\$ 16.48	\$ 16.97	\$ 17.48	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67
12	Hourly	\$ 15.76	\$ 16.23	\$ 16.72	\$ 17.22	\$ 17.74	\$ 18.27	\$ 18.82	\$ 19.38
11	Hourly	\$ 15.53	\$ 16.00	\$ 16.48	\$ 16.97	\$ 17.48	\$ 18.00	\$ 18.54	\$ 19.10

Additional hourly compensation for longevity will be provided at the beginning of the following years:

Year	<u>10+</u>	<u>13+</u>	<u>15+</u>	<u>19+</u>
Hourly Increase	\$0.66	\$1.32	\$2.01	\$2.68

An employee who is assigned to a school site and whose regular assigned work shift includes more than one (1) hour of unpaid, unassigned time (including lunch) shall receive a ten percent (10%) differential which shall apply to all contracted hours worked.

Classified CSEA Panama-Buena Vista Chapter #649 (Unit B) Salary Schedule

Effective January 1, 2023 (Page 2 of 2)

Job Title	Job Class	Job Grade	Job Title	Job Class	Job Grade
Admin Assistant - MOG	3320	33	Extended Learning Admin Asst / Program Mentor	3317	33
Behavior Intervention Assistant	4704	23	Library Media Clerk	3303	24
Bilingual Site Clerk	3324	24	Licensed Health Services Technician	4411	29
Cafeteria Manager	3345	27	Pre-K Instructor/Site Supervisor	3341	50
Career Specialist - Art	4420	66	School Secretary	3455	33
Early Start Instructional Assistant	4706	24	School/Site Clerk Elementary	3305	24
Edible Schoolyard General Asst	4426	26	School/Site Clerk Secondary	3306	24
Educational Materials Clerk	3322	31	Site Clerk - 11 Month	3307	24
Educational Sign Language Interpreter	4427	37	Site Clerk - 12 Month	3308	24
ELOP/ACES Program Leader	3326	23	Speech & Language Pathology Assistant	4417	50
ELOP/ACES Program Manager	3325	27	Technology Media Clerk	3321	23

		STEP							
Grade	Time Base	1	2	3	4	5	6	7	8
66	Hourly	\$ 35.19	\$ 36.25	\$ 37.34	\$ 38.46	\$ 39.61	\$ 40.80	\$ 42.02	\$ 43.28
50	Hourly	\$ 27.73	\$ 28.56	\$ 29.42	\$ 30.30	\$ 31.21	\$ 32.15	\$ 33.11	\$ 34.10
37	Hourly	\$ 22.86	\$ 23.55	\$ 24.26	\$ 24.99	\$ 25.74	\$ 26.51	\$ 27.31	\$ 28.13
33	Hourly	\$ 21.54	\$ 22.19	\$ 22.86	\$ 23.55	\$ 24.26	\$ 24.99	\$ 25.74	\$ 26.51
32	Hourly	\$ 21.22	\$ 21.86	\$ 22.52	\$ 23.20	\$ 23.90	\$ 24.62	\$ 25.36	\$ 26.12
31	Hourly	\$ 20.91	\$ 21.54	\$ 22.19	\$ 22.86	\$ 23.55	\$ 24.26	\$ 24.99	\$ 25.74
30	Hourly	\$ 20.60	\$ 21.22	\$ 21.86	\$ 22.52	\$ 23.20	\$ 23.90	\$ 24.62	\$ 25.36
29	Hourly	\$ 20.30	\$ 20.91	\$ 21.54	\$ 22.19	\$ 22.86	\$ 23.55	\$ 24.26	\$ 24.99
28	Hourly	\$ 20.00	\$ 20.60	\$ 21.22	\$ 21.86	\$ 22.52	\$ 23.20	\$ 23.90	\$ 24.62
27	Hourly	\$ 19.70	\$ 20.29	\$ 20.90	\$ 21.53	\$ 22.18	\$ 22.85	\$ 23.54	\$ 24.25
26	Hourly	\$ 19.41	\$ 19.99	\$ 20.59	\$ 21.21	\$ 21.85	\$ 22.51	\$ 23.19	\$ 23.89
25	Hourly	\$ 19.12	\$ 19.69	\$ 20.28	\$ 20.89	\$ 21.52	\$ 22.17	\$ 22.84	\$ 23.53
24	Hourly	\$ 18.84	\$ 19.41	\$ 19.99	\$ 20.59	\$ 21.21	\$ 21.85	\$ 22.51	\$ 23.19
23	Hourly	\$ 18.56	\$ 19.12	\$ 19.69	\$ 20.28	\$ 20.89	\$ 21.52	\$ 22.17	\$ 22.84
22	Hourly	\$ 18.29	\$ 18.84	\$ 19.41	\$ 19.99	\$ 20.59	\$ 21.21	\$ 21.85	\$ 22.51

Additional hourly compensation for longevity will be provided at the beginning of the following years:

Year	<u>10+</u>	<u>13+</u>	<u>15+</u>	<u>19+</u>
Hourly Increase	\$0.66	\$1.32	\$2.01	\$2.68

An employee who is assigned to a school site and whose regular assigned work shift includes more than one (1) hour of unpaid, unassigned time (including lunch) shall receive a ten percent (10%) differential which shall apply to all contracted hours worked.

APPENDIX B

PANAMA-BUENA VISTA UNION SCHOOL DISTRICT

2023-24 HOLIDAY SCHEDULE

Independence Day	July 4, 2023
Labor Day	September 4, 2023
Veteran's Day (<i>Observed</i>)	November 10, 2023
Thanksgiving Day	November 23, 2023
Day after Thanksgiving	November 24, 2023
Christmas Eve	December 25, 2023
Christmas Day	December 26, 2023
New Year's Eve	January 1, 2024
New Year's Day	January 2, 2024
Martin Luther King Jr. Day	January 15, 2024
Lincoln's Birthday	February 12, 2024
Presidents' Day	February 19, 2024
Spring Recess Day (<i>Observed</i>)	April 1, 2024
Memorial Day	May 27, 2024
Juneteenth	June 19, 2024