## **AGREEMENT**

between the

# BOARD OF EDUCATION of the PASADENA UNIFIED SCHOOL DISTRICT

and

## **PASADENA CHAPTER 434**

of the

## CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

(OFFICE/TECHNICAL AND PARAPROFESSIONALS)

July 1, 2013 through June 30, 2016

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#### ARTICLE I: RECOGNITION

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- 1 2 3 1.1 The Pasadena Unified School District, (hereinafter referred to as "District") recognizes the California School Employees Association and Pasadena Chapter 434, (hereinafter referred 4 to as the "Association") as the sole and exclusive bargaining agent for the classified 5 employees in the office/technical and paraprofessionals unit classifications identified in 6 Appendix "A". The Association, in turn, recognizes the Pasadena Unified School District 7 Governing Board as the duly elected representative of the people and agrees to negotiate 8 with the Governing Board's appointed representatives. 9 10 1.2 Excluded from the Association bargaining unit, are all substitute, short-term, part-time 11 playground positions, apprentices, professional experts, students, limited term and 12 provisional employees, as well as employees serving in positions designated as 13 confidential, supervisory or management, or in any other district bargaining unit. 14 15 16
  - Part-time playground positions shall not be a part of the classified service, 1.2.1 where the employee is not otherwise employed in a classified position. Part-time playground positions shall be considered a part of the classified service when the employee in the position also works in the same school district in a classified position.
  - 1.3 Newly created positions on which the Association and District cannot agree regarding inclusion or exclusion from the unit shall be submitted to the Public Employment Relations Board for clarification.

#### ARTICLE II: DEFINITIONS

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2.1 <u>"Anniversary Date"</u> shall mean the date upon which an employee is granted an earned salary increment. This is the first day of the pay period next following completion of the required probationary period of service.

2.2 "Class" or "Classification" shall mean a group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirements of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

2.3 <u>"Demotion"</u> shall mean a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower maximum salary rate.

2.4 "Fiscal Year" shall mean the period from July 1 through June 30.

2.5 <u>"Incumbent"</u> shall mean an employee assigned to a position and who is currently serving in, or on leave, from the position.

2.6 <u>"Permanent Employee"</u> shall mean a regular employee who successfully completes an initial probationary period.

2.7 "Probationary Period" shall mean the trial period immediately following an original or promotional appointment to a permanent position from an eligibility list, which shall be not more than 130 days of paid service rendered to the District. Upon the written mutual agreement of the Association and the District, a unit member's probationary period may be extended by an additional ninety (90) days; said extensions shall be considered on a case by case basis and an extension agreement shall not be considered precedent-setting for future instances.

2.8 <u>"Promotion"</u> shall mean a change in the assignment of an employee from a bargaining unit position in one class to a vacant bargaining unit position in another class with a higher maximum salary rate.

2.9 "Seniority" (In Class) shall mean the hire date as a regular classified employee of the Pasadena Unified School District. Authorized military leave does not constitute a break in seniority. Where unit members have equal class seniority, which may affect any personnel action or benefit, layoff determination shall be made by lot.

2.10 "Working Hours" shall mean all hours in paid status, exclusive of overtime.

2.11 "Employee, Bargaining Unit Member" shall mean an employee who is included in the appropriate unit as defined in Article I and therefore covered by the terms and provisions of this Agreement.

2.12	"Day" shall mean a day on which the District office is open for business.
2 13	"Immediate Administrator", "Immediate Supervisor" shall mean the administrative or
2.13	supervisory employee who is the immediate supervisor of the employee.
	ouportion, output the same and an arrange of the same and the same arrange of the same
2.14	"Workday" shall mean a day on which classified employees are required to render service
	to the District.
2.15	"Hourly Rate of Pay" means the daily rate of pay divided by eight.
2.16	"Board" shall mean the Board of Trustees or its designated representative(s).
0.47	UDistrict about we are the Decedenc Unified Cohool District
2.17	"District" shall mean the Pasadena Unified School District.
2 18	"Superintendent" shall mean the chief administrative officer of the District or designee.
2.10	Odperimendent and medit the other damandrative officer of the please of designed.
2.19	"Association" shall mean Chapter 434 of the California School Employees Association.
	District correspondence to the Association as used in this Agreement shall be sent to the
	Chapter President, or his/her designee.
2.20	"Regular Employee" is any employee, whether permanent, probationary, full-time, or part-
	time, who is not a restricted, substitute, temporary, limited term, short-term or student
	employee.
0.04	WELL The followed a set in a testing the the fellowing place firsting, which is subject to pight shift
2.21	<u>"Flexible Hours"</u> pertains to the following classification, which is subject to night shift assignments at the discretion of the District: <u>School Security Officer</u> .
	assignments at the discretion of the District. School Security Officer.
	<ul><li>2.13</li><li>2.14</li><li>2.15</li><li>2.16</li><li>2.17</li><li>2.18</li><li>2.19</li></ul>

#### ARTICLE III: DISTRICT RIGHTS

- 3.1 The Association understands and agrees that the Pasadena Board of Education retains all its powers and authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers that are the exclusive rights to: direct the work of its employees, determine the methods, means, and services to be provided, establish the educational philosophy goals and objectives, insure the rights and educational opportunities of students, determine the staffing patterns, determine the number and kinds of personnel required, determine the classification of positions, maintain the efficiency of the District operation, determine the curriculum, build, move or modify the facilities, develop a budget, develop and implement budget procedures, determine the methods of raising revenue, and contract out work in accordance with the law. In addition, the District retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees and to take action on any matter in the event of an emergency. Emergency is defined as an act of God or other crises of serious magnitude that the District cannot ignore.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in 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 the laws of the State of California.
- 3.3 The Board of Education retains its right to amend, modify or rescind policies and practices in cases of emergencies that exist with respect to the operations of the schools in the District. The determination of whether or not an emergency exists is solely within the discretion of the Superintendent or his/her designee.
- 3.4 The Association will refrain from organizing, implementing, or participating in any work stoppages, slowdowns, strike activities or other concerted actions which purpose is to interfere with or obstruct the normal operations of the Pasadena Schools during the term of this Agreement.
- The Association recognizes the duty and obligation of its officers and representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, concerted action or other interference with the operations of the District employees who are represented by the Association, the Association agrees in good faith to take all necessary steps and cause these employees to cease such action.
- 3.6 The District agrees that it shall not cause or engage in lockout.

#### ARTICLE IV: ASSOCIATION RIGHTS

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- 1 2 4.1 The Association may use District facilities subject to the following conditions: 3 4 All Association business, discussions and activities requiring the use of facilities 5 shall be conducted by unit members or Association officials outside established 6 work hours. 7 8 The Association may use District facilities upon proper completion and submission 4.1.2 9 of an application and agreement for Use of School Facilities (Civic Center Permit). 10 The Association agrees to comply with the District rules and regulations governing 11 the use of school facilities. 12 13 The Association shall have the right to post reasonable notices on bulletin boards provided 4.2 14 by the District at each work location/school site in areas frequented by unit members. Such 15 notices shall identify the Association as the sender of the communication, the date of the 16 posting, and carry the name of the Association President. 17 18 The Association may use the District mail services for written communication to unit 4.3 19 members not to exceed two (2) mailings and one (1) e-mail per week. It will be CSEA's 20 responsibility, not the District's, to ensure that unit members without access to e-mail 21 receive CSEA's e-mail communications. The Association must receive approval of the 22 Superintendent (or designee) before distributing any communications beyond the two (2) 23 mailings and one (1) e-mail per week. Association communications in excess of the two (2) 24 mailings and one (1) e-mail per week that have not been approved in advance will be 25 removed from the mail system without notification to the Association. 26 27 Authorized representatives of the Association shall be permitted to transact official 4.4 28 Association business with unit members on school/District property before the normal work 29 time, during authorized breaks, meal periods or after the assigned work time. Association 30 representatives shall not in any way interfere with unit members while they are engaged in 31 the performance of their assigned work. Official Association business shall be defined as 32 meetings, solicitations, petitions, grievance investigation, and elections. 33 34 The Association representative may be present at any formal step of the Grievance 4.5 35 Procedure (Article VII). 36 37 Authorized representatives of the Association must receive the approval of the work 4.6 38 location/school administrator before contacting unit members on the premises, of District 39 property including schools and other work locations. 40 41 The District shall provide the Association with two (2) copies of the Board agenda and 4.7 42 attached Board reports for each Board meeting, exclusive of executive session materials. 43
  - days of release time, without loss of pay, to attend the Association Annual Conference only. The Association shall supply the names of the delegates and dates of attendance to the

Upon approval, elected Association chapter delegates shall be given annually up to 15

1 2 3 4 5		District not less than thirty (30) working days prior to the start of the conference. Upon prior approval, the District shall grant the Association annually up to twenty (20) days of release time, without loss of pay, for purpose of legitimate Association business that is not in conflict with the provision of Article VI of this Agreement. Unused release days may not be carried over into subsequent school years.
7 8	4.9	The District shall supply each bargaining unit member with one (1) copy of this Agreement.
9 10 11	4.10	Each work location shall be provided with two (2) or three (3) mail trays for CSEA Site Representatives to receive mail for distribution to unit members.
12 13 14 15	4.11	Upon initial employment, the Department of Human Resources shall provide each new probationary employee with a packet of CSEA recruitment material supplied by the Association.
16 17 18	4.12	School Based Decision Making Committees shall have at least one classified employee elected by his/her peers at the school site. (Note: said employee may not necessarily be a member of the CSEA bargaining unit.)
20 21 22 23	4.13	The Association and bargaining unit members are prohibited from using District funds, services, supplies, or equipment for the purpose of urging the support or defeat of any ballot measure or candidate, including, but not limited, to the governing board of the District.
<ul><li>24</li><li>25</li><li>26</li><li>27</li></ul>	4.14	The Association shall have the right to meet, confer and reach agreement on the effects of the District Calendar as they relate to CSEA Classified employees.

#### ARTICLE V: ORGANIZATIONAL SECURITY

## 1 2 3

#### 5.1 <u>Members of the Association</u>

Any member of the bargaining unit who is a member of the California School Employees Association, or who has applied for Association membership, may sign and deliver to the district an assignment form authorizing deduction of union membership dues. The District shall deduct, in accordance with the Association member's dues, organization dues from wages of all employees who have submitted a valid dues authorization form to the District.

5.1.1 Such authorization for payroll deductions for the payment of membership dues shall continue in effect until revoked in writing by the employee between June 1 and September 1 for the following year.

5.1.2 However, no such arrangement shall deprive the member of the right to terminate his or her obligation to the Association within a period of 30 days following the expiration of this agreement.

#### 5.2 Agency Fee Payers

Except as provided in paragraph 5.3 of this Agreement, the District shall deduct from any unit member who is not a member of the Association or who does not make an application for membership within thirty days (30) days from the date of the commencement of duties, as a condition of continued employment, a service fee to the Association in an amount allowed by Government Code section 3546 not to exceed the regular periodic dues for the duration of this Agreement.

5.2.1 Upon certification to the District that the Association has complied with the requirements of State and Federal law (Chicago Teachers Union vs. Hudson (1986) 475 U.S. 292 Cal Code Regs., tit. 8, §32992 (a).) related to notification of non-member rights, deductions for service fees shall begin no later than the end of the month following the month in which the authorization is received by the District.

#### 5.3 Religious Obligations

Any unit member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or pay service fees to the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:

1. Boys and Girls Clubs of Pasadena

2. Pasadena Education Foundation

3. City of Hope

5.3.1 Upon the Association's request, any unit member claiming the religious exemption in Section 5.3 shall, as a condition of continued exemption from the requirements of paying services fees to the Association, furnish the District with copies of receipts from the charity

selected or cancelled checks to the charity selected as proof that such payments have been made.

#### 5.4 Agency Fee Transmittal to the Association

Dues and service fees withheld by the District shall be transmitted to the Association at the address specified in writing by the Association for the receipt of such funds. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty-one (31) days after such submission.

5.4.1 Deductions for members of the bargaining unit who commence duties after the beginning of the year, and therefore, are not subject to deductions until after the beginning of the school year, shall be prorated in such manner that the employee will pay the dues or agency fee only in proportion to the number of school months during the school year in which he/she is a member of the Association or otherwise subject to the terms of this Article.

#### 5.5 <u>Indemnity</u>

The Association and its parent organization, California School Employees Association, agrees to indemnity and hold harmless the District, its members, and each member of the management against any and all costs, losses, or damages because of civil or other action arising from the administration and implementation of the provisions of this Article, including, but not limited to, payment of all legal fees and legal costs incurred in defending against any court action and/ or administrative action before the Public Employment Relations Board ("PERB") challenging the legality or constitutionally of the agency fee provisions of this Agreement or their implementation; and, shall have the exclusive right to decide representation and to determine whether any such action or proceeding referred to in the above paragraph shall or not be compromised, resisted, tried, or appealed. Any clerical errors will be corrected by the party making the error, with the provision that if any such dues or services fees are deducted from the pay of any unit member and remitted to the Association, the unit member and the District shall not be liable for any refund.

5.6 Under no circumstances shall the District be required to dismiss, or otherwise discipline, any unit member for failure to fulfill their obligations to pay the fees established herein.

5.7 As a condition of employment, all eligible classified employees must be a dues paying member or an agency fee payer. If a member claims to be a religious objector, but fails to meet the provisions of article 5.3, the Association shall request that the District deduct the established fee from said unit member.

#### ARTICLE VI: CONCERTED ACTIVITIES 1 2 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing 6.1 3 or other concerted action or refusal, or failure to faithfully perform job functions and 4 responsibilities, or other interference with the operations of the District by the Association 5 and its Chapter 434 or by its officers, agents, or members during the term of this 6 Agreement, including compliance with the request of other labor organizations to engage in 7 such activity. 8 9 It is agreed and understood that any employee violating this Article may be subject to 6.2 10 discipline up to, and including, termination by the District. 11 12 It is understood that in the event this Article is violated, the District shall be entitled to 6.3 13 withdraw any rights, privileges or services provided for in this Agreement or in District 14 Policy from any employee and/or the Association. 15 16

#### ARTICLE VII: GRIEVANCE PROCEDURE

### 7.1 General Provisions

- 7.1.1 A grievant is defined as one or more members of the bargaining unit or the Association on behalf of such members(s) asserting a grievance. A grievance is defined as an allegation by grievant, that the District has violated a specific term of this Agreement and that by reason of such violation his or her rights provided for in this Agreement have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.
- 7.1.2 The respondent in all cases shall be the District itself rather than any individual. The Association may grieve only with respect to an alleged violation by the District of a term of Article IV (Association Rights), or any other Association right provided for in this Agreement. The filing or pendency of grievance shall not delay or interfere with implementation of any District action during the processing thereof.

#### 7.2 Informal Level

Before filing a formal written grievance, the grievant shall meet with his/her immediate administrator in an attempt to resolve it by means of an informal conference.

## 7.3 <u>Formal Level</u> 7.3.1 Level I

- 7.3.1.1 If a unit member wishes to initiate a formal grievance, he/she must do so: within twenty (20) workdays after the occurrence of the act or omission giving rise to the grievance by presenting such grievance in writing to the immediate administrator or, within ten (10) days after the informal conference (see Section 7.2, above), whichever is longer. If neither the grievant nor the Association had actual or constructive knowledge of the occurrence of the grievable act or omission and could not with the exercise of reasonable diligence have known about it, then the twenty (20) day time limit shall begin to run on the date upon which either the grievant or Association knew or could with reasonable diligence have known of the occurrence.
- 7.3.1.2 The written statement shall be a clear and concise statement of the grievance, including the specific provisions of the Agreement alleged to have been violated the circumstances involved and the specific remedy sought. The written statement described herein shall be submitted on a Grievance Form provided by the District.
- 7.3.1.3 Either party may request a personal conference with the other party. The administration shall communicate a decision to the employee in writing within ten (10) workdays after receiving the grievance and such action will terminate Level I.

1	7.3.2	<u>Level II</u>		
2				and the state of t
3		7.3.2.1		ent the grievant is not satisfied with the decision at Level I, the
4				ay appeal the decision in writing to the Superintendent or his/her
5			•	rithin ten (10) workdays after the termination of
6			Level I.	
7				
8		7.3.2.2		en appeal described herein shall be submitted to Level II on a
9				Form provided by the District, and shall include a copy of the
10				evance, the decision rendered at Level I, and a clear, concise
11				of the reasons for the appeal. Either the grievant or the
12			Superinten	dent or designee may request a personal conference.
13				
14		7.3.2.3		erintendent or designee shall communicate a written decision
15				n (15) workdays after receiving the appeal and such a decision
16			will termina	te Level II.
17				
18	7.3.3	<u>Level III</u>		
19		7.3.3.1		int is not satisfied with the Superintendent's decision at Level II,
20				ee may exercise one of the following two options: either an
21				ne Superintendent's decision to the Board of Education; or
22			request the	Association to submit the grievance to binding arbitration.
23				
24			7.3.3.1.1	If the employee appeals to the Board of Education, said
25				appeal shall be made in writing within ten (10) days of the
26				receipt of the Superintendent's decision and shall include a
27				copy of the original grievance, the decision rendered at Level
28				II, and a clear and concise statement of the reasons for the
29				appeal.
30				
31			7.3.3.1.2	If the employee requests the Association to submit the
32				grievance to binding arbitration, said request shall be made in
33				writing to the Association within ten (10) days of the receipt of
34				the Superintendent's decision. If the Association concurs with
35				the employee's request for binding arbitration, the Association
36				shall, within ten (10) days of receipt of the employee request,
37				submit a written request to the Superintendent for binding
38				arbitration of the dispute.
39				
40		7.3.3.2		eview If, upon review of the written record, the Board of
41				determines that it is unable to render a decision on appeals
42				uant to Section 7.3.3.1.1, above, it may reopen the record in
43				sion to the parties of interest for the purpose of taking additional
44			evidence.	
45				
46			7.3.3.2.1	The Board shall, in instances of appeals filed pursuant to
47				Section 7.3.3.1.1, above, communicate a written decision

1 2			within thirty (30) days after receiving said appeal. The decision of the Board shall be final and binding on the parties.
3			
4	7.3.3.3	Binding Arb	
5		7.3.3.3.1	If the Association requests that a grievance be submitted to
6			binding arbitration pursuant to Section 7.3.3.1.2, above, the
7			District shall comply with said request, except in cases of
8			disputed arbitrability hereinafter provided for in Section
9			7.3.3.3.3, below. It is expressly understood that the only
10			matters, which are subject to binding arbitration, are
11			grievances as defined above, and which were processed and
12			handled in accordance with the limitations and procedures of
13			this Article.
14			
15		7.3.3.3.2	Selection of Arbitrator: As soon as possible, the parties shall
16			attempt to select a mutually acceptable arbitrator. If the
17			parties are unable to agree upon an arbitrator within ten (10)
18			days of the request for arbitration, a request for a list of
19			arbitrators may be submitted to the California State
20			Conciliation Service. The conduct of the arbitration hearing
21			shall be governed by the voluntary labor arbitration rules of
22			the American Arbitration Association.
23			
24		7.3.3.3.3	Motions to Dismiss: If the District claims that a grievance
25			should be dismissed because, for example, it falls outside the
26			scope of the procedure, or was filed or processed in an
27			untimely manner, or that the dispute has become moot, or
28			that a party has breached the confidentiality provisions, such
29			a claim shall, at the option of the District, after the Level II
30			decision, and without prejudice, be heard and ruled upon: (a)
31			along with the merits of the case by the same arbitrator or (b)
32			have the claim first submitted to a separate arbitrator to
33			determine whether or not the issue is arbitrable, and if so, the
34			grievance shall be returned to Level I of this procedure for
35			further processing. In such instances a suitable
36			stay/continuance between such a ruling and any further
37			proceedings shall be granted as may be reasonably
38			necessary.
39			11 No. 11 - 11 No. 11 No. 1
40	7.3.3.4		Limitation Upon Arbitrator
41		7.3.3.4.1	The arbitrator shall have no power to alter, amend, change,
42			add to, or subtract from any of the terms of this Agreement,
43			but shall determine only whether or not there has been a
44			violation of this Agreement in the respect alleged in the
45			Grievance. The decision of the arbitrator shall be based
46			solely upon the evidence and arguments presented to him/her

1 2			by the respective parties in the presence of each other, and upon arguments presented in written briefs.
3			
4		7.3.3.4.2	The arbitrator shall not have authority, nor shall he/she
5			consider it his/her function to decide any issue not submitted
6			or to so interpret or apply the Agreement as to change what
7			can fairly be said to have been the intent of the parties as
8			determined by generally accepted rules of contract
9			construction.
10			- 17 ( ) I I I I I I I I I I I I I I I I I I
11		7.3.3.4.3	The arbitrator shall not render a decision or award merely
12			because in his/her opinion such decision or award is fair or
13			equitable.
14			
15		7.3.3.4.4	The arbitrator shall have no power to render an award on any
16			grievance occurring before or after the term of this
17			Agreement.
18			
19		7.3.3.4.5	The arbitrator may hear and determine only one (1) grievance
20			at a time unless the District expressly agrees otherwise.
21			However, both parties will in good faith endeavor to handle in
22			an expeditious and convenient manner cases which involve
23			the same, or similar facts and issues.
24			
25		7.3.3.4.6	If the parties cannot agree on a submission agreement, the
26			arbitrator shall determine the issue(s) by referring to the
27			written grievance, the answers thereto at each level, and the
28			terms of this Agreement.
29			
30		7.3.3.4.7	The arbitrator will be without power or authority to make any
31			decision which requires the commission of an act prohibited
32			by law, or which is violative of the terms of this Agreement or
33			the laws of the state and of federal government.
34			
35	7.3.3.5	<u>Arbitrator's</u>	<u>Decision</u>
36			
37		7.3.3.5.1	The arbitrator's binding decision shall be in writing and shall
38			set forth the findings of fact, reasoning and conclusions on
39			the issues submitted.
40			
41		7.3.3.5.2	The decision of the arbitrator, within the limits herein
42			prescribed, shall be binding on the parties.
43			
44		7.3.3.5.3	Arbitration Expenses: All costs of binding arbitration,
45			including but not limited to, per diem expenses, travel and
46			subsistence expenses, and the cost of any hearing room shall
47			be borne equally by the Association and the District.

1	7.3.3.6	Failure to Mo	eet Time Limits
2 3 4 5 6 7 8 9		7.3.3.6.1	If a grievance is not processed by the grievant and Association in accordance with the time limits set forth in this Article, it shall not be subject to Level III review and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.
11 12 13 14 15		7.3.3.6.2	Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur above Level I as a result of the summer recess.
17	7.3.3.7	Association	Representation
18			<del></del>
19			t shall be entitled upon request to representation by the
20			at all grievance meetings as provided for in this Article. In
21			here the Association has not been invited to represent the
22			e District shall not agree to a final resolution of the grievance
23			sociation has received a copy of the grievance and the
24		•	solution and then has been given the opportunity to state its
25		views on the	e matter.
26			
27	7.3.3.8		Released Time
28			neetings normally will be scheduled by the District so as not to
29			student services. However, if the meeting is expected to be of
30			on that it would extend beyond the normal business hours of
31			s central office, the District shall provide released time with no
32			to one authorized employee-representative of the Association session can be accommodated within such business hours.
33			onstitute "reasonable periods of released time" within the
34			Government Code Section 3543.1 (c).
35		meaning or	Government Gode Geotion 6046.1 (6).
36 37	7.3.3.9	Confidential	ity
38	7.0.0.0		encourage a professional and harmonious disposition of unit
39			omplaints, it is agreed that from the time a grievance is filed
40			ocessed through arbitration, neither the grievant nor the
41			, nor the District shall make public either the grievance or
42			garding the grievance.
43		3	
44	7.3.3.10	No Reprisal	
45			be no reprisal against a unit member for filing a grievance or
46			grievant in the above procedures.
47		•	-

1	7.3.3.11 Grievance Files
2	The District's records developed for the filing and processing of a
3	grievance shall be maintained separately from the grievant's personnel file.
4	
5	7.3.3.12 Notification of Witnesses
6	The grievant, or the Association on his/her behalf, shall give the District
7	two (2) business days advance written notice of any witnesses that will be
8	reasonably necessary to present testimony on behalf of the grievant at any
9	formal level of this procedure.
10	

#### ARTICLE VIII: DISCIPLINARY ACTION 1 2 Probationary Period and Permanent Status 8.1 3 The probationary period for bargaining unit members of the classified service shall 4 be not more than 130 days of paid service rendered to the District. The probationary 5 period of bargaining unit members shall commence on the date of their regular 6 employment in the classified service of the District, as approved by the Board of 7 Education. 8 9 8.1.2 During the assigned probationary period, any employee of the bargaining unit shall 10 be subject to disciplinary action at the sole discretion of the District, including 11 termination, and shall not have a right to a hearing with respect thereto. 12 13 8.1.3 Upon completion of the assigned probationary period by any bargaining unit 14 member, such member is hereby designated as a permanent employee who shall 15 be subject to disciplinary action, only for cause, as prescribed in this Article. 16 17 8.1.4 If either an employee, or the Association, or both, elect to utilize the disciplinary 18 provisions contained in Personnel Commission Rules and Regulations, the 19 provisions of Article VIII shall not be available to said employee or Association. 20 21 8.1.5 The Association shall encourage the use of the contractual disciplinary procedure 22 (Article VIII), rather than the provisions and procedures established by Personnel 23 Commission Rules and Regulations. 24 25 8.2 Hearings 26 A permanent bargaining unit member shall be subject to disciplinary action, including 27 without limitations, demotions, reassignment, suspension, with or without pay, or 28 termination, for any of the following causes: 29 incompetency or inefficiency; 8.2.1 31 32 8.2.2 absences and/or repeated tardiness without authority or sufficient reason; 33 34 insobriety or unauthorized use of narcotics or habit-forming drugs; 35 8.2.3 36 8.2.4 insubordination; 37 38 39 8.2.5 dishonesty; 40 8.2.6 conviction of a felony, any crime involving moral turpitude, or any crime bringing 41 discredit upon the District; 42 43 8.2.7 immoral conduct; 44 45 8.2.8 evident unfitness for service; 46

8.2.9 physical or mental condition unfitting him/her for service; 1 2 8.2.10 violation of, or refusal to obey the school laws of the state or rules and regulations of 3 the District: 4 5 8.2.11 knowing membership in the Communist Party, or any organization that advocates 6 the overthrow of federal or state government: "It shall be sufficient cause for the 7 dismissal of any public employee when such public employee advocates, or is 8 knowingly a member of the Communist Party, or of an organization which during the 9 time of his membership he knowingly advocates overthrow of the Government of the 10 United States or of any state by force of violence." 11 12 8.2.12 falsification or violation of the Oath of Allegiance or any other District document; 13 14 8.2.13 any conduct inimical to the welfare of the School District or the pupils or employees 15 thereof; 16 17 8.2.14 District determination that assigned tasks of the employee are not being performed 18 at a level of scope, skill or responsibility to warrant the current classification and/or 19 20 salary. 21 Any bargaining unit member against whom disciplinary action is initiated by the District 8.3 22 shall be given written notice by the Department of Human Resources of the specific 23 charges against him/her. The notice shall contain a statement of his/her right to a hearing 24 on such charges and the time within which such hearing may be requested, which shall be 25 not less than five (5) working days after service of the notice on the employee. The 26 following shall constitute a waiver of the employee's right to a hearing: failure to request a 27 hearing within the time specified; or failure to appear at a requested and scheduled hearing 28 before the Board. 29 30 The employee may exercise one of the following two options with regard to a 31 disciplinary hearing: either request a hearing before the Board of Education; or 32 request that the Association submit the matter to a hearing officer for processing. If 33 the Association concurs with the employee request for utilization of a hearing officer, 34 it shall so notify the Superintendent within the time lines provided in Section 8.3, 35 above. 36 37 8.3.2 Notwithstanding the other provisions of these sections, the Board reserves the right 38 to determine whether or not the requested hearing shall be conducted by a hearing 39 officer, or by the Board of Education itself. If the Association requests a hearing 40 before the Board, and the Board elects to use a hearing officer instead, the District 41 shall pay for the full costs of said hearing. 42 43 8.3.3 Except in situations where a unit member's violation of the causes for discipline 44 identified in sections 8.2.2 through 8.2.14 warrants immediate disciplinary action, 45 the following progressive discipline steps shall be observed: oral counseling, written 46

1 2					assistance for improvement, written warning/memo of asatisfactory service.		
3							
4	8.4	<u>Cond</u> ı	ict of Hea				
5		8.4.1			Education Hearing. If the Board elects to conduct a requested hearing		
6				self, said hearing shall be conducted in closed session, with the parties of			
7				present, under provisions established by the Board for such executive			
8					addition, the employer and the charging party shall be entitled		
9			to rights	provided for	in Section 8.4.3.3, below.		
10							
11		8.4.2			d shall, in instances of disciplinary hearings which it conducts, cate a written decision within thirty (30) days after conducting said hearing.		
12							
13			The dec	ision of the E	Board shall be final and binding on the parties.		
14		0.4.0	I I a a aire ar	Officer Dres	adura. If the Association requests and the Board closts to have		
15		8.4.3			Officer Procedure. If the Association requests and the Board elects to have nary matter processed before a Hearing Officer, the following provisions		
16				•	•		
17			Shall reg	julate salu ne	earing process:		
18 19			8.4.3.1	Hearing Off	icer		
20			0.4.0.1		g shall be conducted by a recognized Hearing Officer, selected		
21				by the District, from an agency of the State of California, the United States			
22					nt, the State of California, the County or other outside consultant		
23					by the United States Government, the State of California, or		
24				the County.	•		
25				·			
26			8.4.3.2	Notice of H	<u>earing</u>		
27				The Depart	ment of Human Resources shall set the matter for hearing and		
28				•	ne bargaining unit member at least five (5) working days notice		
29				by certified	mail of the date and place of such hearing.		
30							
31			8.4.3.3	Rights of E			
32					ning unit member shall have the right to attend any hearing		
33					used by the Hearing Officer, and shall be entitled to the		
34				following rig	gnts:		
35				0 4 2 2 4 40	he represented by sounce!		
36				0.4.3.3.1 10	be represented by counsel;		
37				8.4.3.3.2	to testify under oath;		
38 39				0.4.3.3.2	to testify under outif,		
40				8.4.3.3.3	to compel the attendance of other employees of the District to		
41				0.7.0.0.0	testify in his/her behalf;		
42					county in the morning		
43				8.4.3.3.4	to cross-examine all witnesses appearing against him/her and		
44				3	all employees of the District whose actions are in question or		
45					who have investigated any of the matters involved in the		
46					hearing and whose reports are offered in evidence before the		
47					Hearing Officer;		

to request impeachment of any witness; 8.4.3.3.5 to present such affidavits, exhibits and other evidence, as the 8.4.3.3.6 Hearing Officer deems pertinent to the inquiry; 8.4.3.3.7 to argue his/her case. The party attempting to substantiate the charges against the bargaining unit member shall be entitled to the same privileges. 8.5 **Evidence** 

The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege and official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

8.6 Exclusion of Witnesses

The Hearing Officer may at his/her discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.

8.7 Burden of Proof

The burden of proof shall be upon the party attempting to substantiate the charges.

#### 8.8 Findings and Decision

Upon completion of the hearing, findings of fact and conclusions of law shall be signed and filed by the Hearing Officer, which shall constitute his advisory decision. Written findings and conclusions shall be submitted by the Hearing Officer to the Governing Board through the Superintendent of Schools for its approval. If the Governing Board accepts such findings and conclusions, it need not read the record of the hearing; if it declines to accept such findings and conclusions, it must read the record or hold a new hearing, after which it may adopt the findings and conclusions made by the Hearing Officer, or make its findings and conclusions. Unless the decision of the Board of Education provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the employee or his/her counsel or representative. Except for the correction of clerical error, such decision of the Governing Board shall be final and conclusive.

#### 8.9 Report of Hearings

 Hearings may be conducted without a stenographic reporter or phonographic machine unless the employee requests in writing, at least two (2) full days before the day set for the hearing, that such hearing be reported or recorded and pays, in advance, the cost or fee for such reporting or recording as estimated by the Superintendent or his/her authorized representative.

#### 8.10 Transcripts of Hearings

Transcripts of hearings shall be furnished to the employee on payment of the cost of preparing such transcripts. When transcripts are provided by the employees of the District, the cost shall be determined by the administrator in charge of business affairs of the District. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.

#### 8.11 Continuance

The Hearing Officer may grant a continuance of any hearing upon such terms as he/she may deem proper, including in his/her discretion the condition that the employee shall be deemed to have waived salary for the period of continuance. Any request for continuance made less than forty-eight (48) hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

#### 8.12 Hearing Expenses

Except as provided for in Section 8.3.2, above, all costs of the disciplinary hearing, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room shall be borne equally by the District and the Association. However, in the event that the District overturns the Hearing Officer award made in favor of the employee, as provided for in Section 8.8, above, the District shall pay the entire cost of the hearing expense.

#### 8.13 Exclusion

This Article shall not be subject to the Grievance Procedure.

8.14 Except for judicial review, the provisions of this Article shall represent the exclusive and sole contractual remedy available to an employee and the Association on matters of disciplinary action.

l	<u>ARII</u>	CLE IX: NON-DISCRIMINATION
2		
3	9.1	Neither the District nor CSEA shall unlawfully interfere with, intimidate, restrain, coerce, or
4		discriminate against employees because of the exercise of rights to engage or not to
5		engage in legal CSEA activity.
6		
7	9.2	Neither the District nor the Association shall unlawfully discriminate against a unit member
8		because of race, religion, creed, color, national origin, ancestry, physical disability, mental
9		disability, medical condition, age, sex, marital status, or sexual orientation.
10		
11	9.3	Alleged violations of title VII and Title IX of the 1964 Civil Rights Act, as amended in 1972,
12		shall be excluded from processing under Article VII (Grievance Procedure) of this
13		Agreement.
14		

### ARTICLE X: HOURS AND OVERTIME

2		
3	10.1	Workday and Workweek
4		10.1.1 Except as provided for elsewhere in this Article, the workweek for full-time
5		employees shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict
6		the extension of the regular workday or workweek on an approved overtime basis
7		the extension of the regular workday of workweek off an approved overtime basis
8		when such is necessary to carry on the business of the District.
9		10.1.2 The length of the workday shall be designated by the District for each classified
10		assignment. Except in positions designated as having flexible hours of assignment,
11		each bargaining unit employee shall be assigned a fixed and ascertainable
12		minimum number of hours, which shall not be changed without prior notice.
13		minimum number of flours, which shall not be changed without pro-
14 15		10.1.2.1 Except in unusual circumstances, the District shall provide five (5) days
16		advance written notice for work schedule modifications to the unit member
17		and the Association.
18		
19	10.2	Assigned Time
20	10.2	10.2.1 Any reduction in assigned time shall be accomplished in accordance with Layoff,
21		Article XVI, except those positions identified as having hourly assignments.
22		
23		10.2.2 Any employee in the bargaining unit who works a minimum of thirty (30) minutes or
24		more per day in excess of his/her regular part-time assignment for a period of
25		twenty (20) consecutive working days or more shall have his/her regular assignmen
26		adjusted upward to reflect the longer hours, effective with the next pay period.
27		the form
28		10.2.2.1 Employees who ride school buses to accompany students to and/or from,
29		before and/or after school, may experience a fluctuation in the employee
30		daily hours due to an individual student's IEP, or student's attendance at a
31		particular school. These employee hours may increase or decrease,
32		based on their actual hours on the bus, and they will be paid for all hours
33		actually worked. These employees will not be subject to 10.2.2, and 16.2.
34		the supertime position on a regular basis the
35		10.2.3 When additional hours are assigned to a part-time position on a regular basis, the
36		assignment shall be offered to the employee in the appropriate class with the
37		greatest bargaining unit seniority. The senior bargaining unit employee shall accep
38		or reject the offered assignment immediately. If the senior employee declines the
39		assignment, it shall be offered to the remaining employees in the class in
40		descending order of bargaining unit seniority until the assignment is made.
41		

#### 10.3 Lunch Periods

 All employees covered by this Agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) consecutive hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift. Travel time to and from lunch shall be counted as part of the allowable lunch period. An employee required to work during his/her lunch period shall receive pay at the rate of time and one-half for all time worked during the normal lunch period.

10.4 Rest Periods

- 10.4.1 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) consecutive hours worked. Rest periods of a total of thirty (30) minutes on evening or special work shifts shall be scheduled to the mutual convenience of the employees and the supervisors.
- 10.4.2 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
- 10.4.3 Without prior written approval of the immediate supervisor, employees assigned to a regular job site shall not leave said site during rest periods.

#### 10.5 Rest Facilities

The District shall make available at each work site adequate lunchroom, restroom, and lavatory facilities for bargaining unit employee use.

#### 10.6 Overtime

Except as otherwise provided herein, all approved overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work permitted. Except for employees with an identified flexible work schedule, approved overtime is defined to include any time worked, at the direction of the District, in excess of eight (8) hours in any one (1) day or on any one shift, or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

- 10.6.1 For employees working half time or more, all hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work.
- 10.6.2 All hours worked on the seventh (7th) consecutive day of work shall be compensated at the overtime rate.
- 10.6.3 At the time that work is assigned, a unit member shall notify his/her supervisor/manager if said member reasonably believes that the work assignment cannot be completed within the remaining work hours.

#### 10.7 Compensatory Time Off

The District shall have the option to approve compensatory time off in lieu of cash compensation for up to sixteen (16) hours of overtime work. Compensatory time off, if approved, shall be granted at the appropriate rate of overtime. When a bargaining unit member is required to work on any holiday, as identified in this Agreement, he/she shall be paid overtime wages, or given compensating time off, for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay. The District shall investigate the possibility of including the amount of approved and unused compensatory time on the periodic report of accumulated benefits that the District provides to unit members on November 1<sup>st</sup>.

10.7.1 Except in cases when the efficient operation of the District would be adversely affected, compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned. The District shall pay the employee by warrant in lieu of earned compensatory time not taken by the employee within the twelve (12) month period in which it was earned. Such pay shall be determined at the appropriate overtime rate based on the employee's rate of pay when the compensatory time was earned.

#### 10.8 Holidays

When a bargaining unit member is required to work on any holiday, as identified in this Agreement, he/she shall be paid overtime wages, or given compensating time off, for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.

#### 10.9 Overtime - Equal Distribution

The District shall make a good faith effort to provide a bargaining unit member assigned to a particular work site with an opportunity to work overtime or extended hours at that site on a rotative basis within his/her classification. If overtime or extended hours are required in an area or task that necessitates a particular expertise or special knowledge, an employee may be requested to work overtime or extended hours without regard to the rotational concept. Nothing herein shall be construed to limit the ability of the District to require overtime or extended hour service of an employee. An employee who declines a non-mandatory overtime assignment shall revert to the bottom of the rotative list.

#### 10.10 Minimum Call-in Time

Any employee called in to work on a date when the employee is not scheduled to work shall receive a minimum of four (4) hours pay at the appropriate rate of pay under this Agreement. An employee called to work on a day he/she was not scheduled to work (e.g., Saturday, Sunday or Holiday) shall be paid for a minimum of four (4) hours.

#### 10.11 Right of Refusal

Any employee shall have the right to reject any offer or request for overtime or call-back, on call, or call-in except in an extraordinary situation as determined by the immediate supervisor. If an employee rejects a non-mandatory overtime assignment, he/she shall be placed at bottom of the rotative list for the next overtime assignment.

#### 10.12 Standby Time

All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.

#### 10.13 Call-back Time

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time worked.

#### 10.14 Work Schedules

The work schedule for the current school year is contained in Appendix F.

10.14.1 Bargaining unit members with 11-month assignments shall accrue vacation days and sick leave credit for a full month during July and August, regardless of the number of days worked in each month, provided they are in regular working status. During July and August, they shall have a non-working period of 22 days, regardless of the number of workdays available in the work calendars for each instance. During July and August, the administrator or supervisor may designate temporary reassignment to a central office, Summer School site or other District facility or to work under the temporary supervision of another District administrator or supervisor.

10.15 The bargaining unit member shall notify the immediate administrator of illness or any other valid reason for failure to report as soon as possible, but normally not later than the designated starting time for each day.

10.16 Bargaining unit members with eleven (11) month assignments shall accrue vacation days and sick leave credit for a full month during July and August, regardless of the number of days worked in each month, provided they are in regular working status. During July and August, they shall have a non-working period of twenty-two (22) days, regardless of the number of work days available in the work calendars for each instance. During July and August, the administrator or supervisor may designate temporary reassignment to a central office, summer school site, or other District facility or to work under the temporary supervision of another District administrator or supervisor.

10.17 A bargaining unit member who is absent for three (3) consecutive days without proper notification to his/her immediate administrator or site/department time keeper shall be deemed to have abandoned his/her job and, at the discretion of the District, shall be processed as a resignation retroactively to the first day of absence.

10.18 The specific provisions of this Article shall be the total, sole and exclusive working conditions available to bargaining unit members on topics contemplated within, or related to, said provisions.

#### **ARTICLE XI: LEAVES**

1 2

#### 11.1 Bereavement Leave

- 11.1.1 Employees shall be granted leave with full pay in the event the death of any member of the employee's immediate family. The leave shall be for a period of three (3) days or five (5) if the employee has to travel out of state, or has to travel more than 400 miles one way. The immediate family is defined as the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse son, son-in-law, daughter, daughter-in-law,
  - father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, stepchild, stepmother, stepfather, foster-child, sister-in-law, brother-in-law or domestic partner of the employee, or any relative living in the immediate household of the employee. To qualify as a domestic partner, the bargaining unit member must present an executed Declaration of Domestic Partnership and provide verification of common residence.
- 11.1.2 Members of the bargaining unit shall be required to contact their immediate supervisor or department office prior to the start of their regular work shift to request Bereavement Leave. Failure to do so may result in ineligibility for paid leave and may be considered to be an unauthorized absence. However the maximum time allowable to contact the employee's immediate supervisor shall be twenty-four (24) hours after the start of the employee's regular work shift.
- 11.1.3 Bereavement Leave is not applicable while an employee is on an unpaid leave of absence.
- 11.1.4 Bereavement Leave is not applicable during unscheduled workdays of employees working on less than twelve (12) month assignments.
- 11.1.5 Verification of Bereavement Leave upon return from leave: Members of the bargaining unit shall be required to provide such proof of eligibility for Bereavement Leave Benefits as may be required by the District. Such proof may consist of a death certificate, obituary column notice, etc.

#### 11.2 Jury Duty and Official Appearance Leave

- 11.2.1 An employee shall be entitled to leave without loss of pay only for the mandatory time the employee is required to perform jury duty; or to appear in court on behalf of the District on a matter within the scope of District employment.
- 11.2.2 Following proper verification, the District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.
- 11.2.3 The employee shall notify the immediate administrator upon receipt of the Jury Duty Notice.

11.2.4 An employee shall be granted a leave of absence not to exceed the duration of the requirements of the jury duty service. Not more than two percent (2%) of the classified service shall be granted paid Jury Duty Leave at any one time, and employees summoned for Jury Duty in excess of said two percent (2%) limit shall be given written verification of said excess by the District. 11.2.5 On days the employee is scheduled to serve jury duty or appear in court, in addition to any notification required by the Court, the employee shall notify the immediate administrator of illness or any other valid reason for failure to report as soon as possible, but normally not later than the designated starting time for each work day, in order to qualify for illness leave or other applicable leave. 11.3 Military Leave Eligible bargaining unit members have a right to receive military leave rights and benefits pursuant to state and federal law. Such rights may include the receipt of wages, health insurance benefits, vacations and sick leave benefits, retirement benefits, and reemployment and reinstatement rights. However, military leave rights are a complex area of law, which will depend on the specific factual scenario that is presented. As such, rather than set forth the military leave laws herein, any rights, benefits or burdens under military leave laws that apply to a unit member and the District will be subject to the then current requirements of both state and federal law. 11.4 Sick Leave 

#### 11.4.1 Leave of Absence for Illness or Injury:

A full-time employee shall be granted one (1) day per month leave of absence for illness or injury; part-time employee shall receive a prorated leave in the same ratio as the weekly hours worked bears to forty (40). Full-time employees (regardless of work assignments) earn one day of sick leave per month worked, and it is understood by the parties that said one day equals eight hours.

- 11.4.2 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of 130 days of actual service with the District.
- 11.4.3 If an employee does not take the full amount of leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.
- 11.4.4 If the District has cause to believe that the sick leave privilege may be abused, it may require a physician's statement at any time, at the expense of the employee.
- 11.4.5 Members of the bargaining unit absent for more than five (5) consecutive assigned workdays shall be required to submit a medical release from their private physician to the Department of Human Resources and to receive clearance from the Department of Human Resources before returning to work.

11.4.6 Illness due to pregnancy shall be treated as any other illness. 1 2 11.4.7 The employee's sick leave account shall be reduced by one (1) full day for each full 3 day of absence. If the absence is for less than a full day, the sick leave account 4 shall be reduced by the fraction used, but the fractions shall be only in one-hour per 5 day increments. An employee taking less than a full day of sick leave shall take it 6 only by the fractions listed. 7 8 11.4.8 The District will provide all unit members with an annual report of accumulated 9 vacation, accrued sick leave, and earned compensatory time. The report shall be 10 issued by November 30 of each year (2008). 11 12 11.4.9 Each school year a unit member may use up to half (1/2) of his/her days of sick 13 leave allowance for immediate family illness. In no event shall said utilization, when 14 combined with the immediate family illness provisions of Section 11.10.1, below, 15 result in the utilization of more than seven (7) days per year of paid leave for 16 immediate family illness. 17 18 Extended Illness Leave for Probationary Employees 11.5 19 11.5.1 If a probationary classified employee has utilized all of his/her accumulated sick 20 leave and is still absent from his/her duties because of illness or accident for a 21 period of five (5) school months or less, then the amount of salary deducted in any 22 month shall not exceed the sum which was actually paid a substitute or fifty percent 23 (50%) of the salary due him/her during the period of absence, whichever is the 24 lesser amount. 25 26 11.5.2 The five (5) months or less period during which the above deductions occur shall 27 begin with the start of regularly paid sick leave provisions for which he/she is 28 eligible. 29 30 11.5.3 A unit member who experiences an extended disability absence requiring surgery, 31 hospitalization, or extended medical treatment, shall be required to submit, prior to 32 return to active duty, a medical statement indicating an ability to return to his/her 33 position classification without restriction or detriment to the unit member's physical 34 or emotional well-being. 35 36 Extended Illness Leave for Permanent Employees 11.6 37 11.6.1 One-half (1/2) salary is payable for one hundred (100) days, less the number of 38 days of accrued earned sick leave previously not used in the fiscal year. Members 39 of the bargaining unit who have been employed by the District for five (5) calendar 40 years or more shall receive one-half (1/2) salary payable for one hundred (100) 41 days following the exhaustion of days of accrued sick leave previously used in the 42 fiscal year. The extended sick leave provided for under this Article shall be in 43 addition to any other paid leave provided for in this Article and shall be used only 44

after the exhaustion of earned accumulated sick leave.

11.6.2 The employee who is granted sick leave under this Article shall, upon termination of 1 such leave, be returned to his/her position. 2 3 11.6.3 The five (5) months or less period during which the above deductions occur shall 4 begin with the start of regularly paid sick leave provisions for which he/she is 5 eligible. 6 7 11.6.4 A unit member who experiences an extended disability absence requiring surgery, 8 hospitalization, or extended medical treatment, shall be required to submit, prior to 9 return to active duty, a medical statement indicating an ability to return to his/her 10 position classification without restriction or detriment to the unit member's physical 11 or emotional well-being. 12 13 11.7 Miscellaneous Sick Leave Provisions 14 11.7.1 Advanced Sick Leave: After six (6) benefit months of employment, the employee, 15 upon his/her written request, may be advanced the full amount of sick leave 16 earnable in the balance of the fiscal year after the amount of earned sick leave has 17 been exhausted. The last salary warrant covering such advanced time is withheld 18 until the employee has returned to work the number of days advanced. In case the 19 employee terminates prior to returning to work, the last salary warrant shall be 20 withheld until necessary adjustments have been made. 21 22 11.7.2 Interruption of Vacation for Sick Leave: Permanent employees of the District who 23 become ill while on vacation may change their authorized vacation to sick leave. 24 This requires an immediate notification to the employee's supervisor and an illness 25 certificate from a physician at the employee's cost. This provision shall not apply to 26 9 and 10 month employees for vacation time for Winter and Spring Breaks. 27 28 11.7.3 Exhaustion of All Sick Leave Entitlement 29 11.7.3.1 A bargaining unit member who exhausts all sick leave, earned or 30 extended, and all earned vacation and who still is medically unable to 31 assume the duties of his/her position shall be placed upon a employment 32 eligibility list for a period of thirty-nine (39) months. 33 34 11.7.3.2 When the employee is proven medically able to assume the duties of 35 his/her position, the employee shall notify the Department of Human 36 Resources at least thirty (30) days prior to proposed return. After 37 notification, the employer shall recall the employee to the first vacant 38 position in accordance with his/her placement on the reemployment list in 39 the employee's classification, if such vacancy occurs in the prescribed 40 thirty-nine (39) month period. 41 42 11.7.3.3 Re-employment rights under this Article shall not take precedence over a 43 re-employment list established as the result of layoffs. When an employee 44 has been recalled to duty under this Article, he/she shall be fully restored 45

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for seniority purposes.

to all benefits and burdens except that the time lapse shall not be counted

#### 11.8 Break in Service

- 11.8.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of the agreement shall continue to accrue under such absence.
- 11.8.2 When all available leaves of absences, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates. Re-employment rights under this article shall not take precedence over a re-employment list established as the result of layoffs.
- 11.8.3 A unit member who experiences an extended disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification without restriction or detriment to the unit member's physical or emotional well-being.

#### 11.9 Industrial Accident and Illness Leave

In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of this state, employees shall be entitled to the following (2008):

- 11.9.1 An employee suffering an injury or illness arising out of or in the course and scope of his/her employment, shall be entitled to a leave not more than sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a 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.
- 11.9.2 Industrial accident or illness leave shall commence on the first day of absence.
  11.9.2.1A bargaining unit employee must have served continuously for one calendar year with the District before the benefits provided by this Section are made available to the unit member; all service of a bargaining unit employee prior to the effective date of this Section shall be credited in determining compliance with the service requirement described herein.
- 11.9.3 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 11.9.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day.
- 11.9.5 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation, compensatory time

off, extended illness leave, or any other accumulated paid leave, may be used (2008). If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

- 11.9.6 Any time an employee on Industrial Accident or Illness Leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.
- 11.9.7 Any employee receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state.
- 11.9.8 A unit member shall be permitted to return to service after an industrial accident or illness leave involving a temporary disability award only upon presentation of a release from the authorized Worker's Compensation Insurance carrier physician certifying the unit member's ability to return to his/her position classification without restriction or detriment to the unit member's physical or emotional well-being.
  - 11.9.8.1 Nothing contained herein shall be construed to limit an employee's right to utilize the services of his/her private physician for such examination, provided the employee gives appropriate written notice to the District at least thirty (30) days prior to said examination. In the event the employee's personal physician has, prior to the industrial injury, acknowledged and signed the "Employee Selection of Personal Physician Form", then the employee may treat with the pre-designated physician provided said physician strictly adheres to Section 9785 of the Administrative Director's Rules of Practice and Procedures and follows the California Industrial Medical Fee Schedule. The District reserves the right to conduct a second examination by a physician of the District's choice.
- 11.9.9 The Association agrees that it will support and require bargaining unit members to support all safety precautions instituted by management and will assist management in developing a safety program.
- 11.9.10 The Association agrees that it will support management programs which will hold down the incidence of industrial accidents and will not support frivolous industrial accident claims.

#### 11.10 Personal Necessity Leave

11.10.1 When taking a personal necessity leave, the unit member shall notify the site supervisor not later than one (1) workday in advance of the day for which the absence is requested, unless an emergency makes such advance notification impossible. A unit member shall be entitled to use, during each school year, a

maximum of seven (7) days of the sick leave provided for in Section 11.4 of this Article for any of the following purposes:

- 11.10.1.1 Death of a member of the unit member's immediate family as defined in Section 11.1, if leave is required in addition to that provided by Section 11.1 of this Article.
- 11.10.1.2 An accident involving a unit member's property or the personal property of the unit member's immediate family, if the accident is serious in nature, involves circumstances the unit member cannot reasonably be expected to disregard, and required the attention of the unit member during working hours.
- 11.10.1.3 Appearance in court or before any administrative tribunal as a litigant, party or witness under subpoena or valid order to appear. The unit member must return to work if not required to be absent the entire day. Each day of necessary attendance, other than the dates specified in a subpoena, shall be certified to by the clerk or other authorized officer of the court or by an authorized official of the administrative tribunal. The unit member shall ask for and collect any witness fee to which he/she may be entitled, and shall remit same to the District.
- 11.10.1.4 The serious illness of a member or a unit member's immediate family, which the unit member cannot reasonably be expected to disregard and which requires the attention of the unit member during working hours.
- 11.10.1.5 The birth of a child requiring the father to be absent during working hours.
- 11.10.1.6 Imminent danger to the home of a unit member, occasioned by flood, fire or similar cause, serious in nature, which the unit member cannot reasonably be expected to disregard and which requires the attention of the unit member during working hours.
- 11.10.1.7 Any other personal necessity not identified above provided it meets all four of the following conditions:
  - 11.10.1.7.1 Be serious in nature; and
  - 11.10.1.7.2 Be of such nature that it cannot be reasonably handled outside of school hours; and
  - 11.10.1.7.3 Involve circumstances which the employee cannot reasonably be expected to disregard; and

		11.10.1.7.4 Require the attention of the employee during his/her assigned hours of duty.
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	11 10.2	Personal Necessity Leave must be taken in increments of not less than one hour
		per day.
	11.10.3	A unit member may use two (2) days per year of personal necessity leave to
		attend his/her child's school activities.
	11.10.4	Under all circumstances, a unit member shall verify in writing that the personal
		necessity leave was used only for purposes as set forth above.
	11.10.5	Personal Necessity Leave may not be used for routine personal activities, social
		events, occupational investigation, political activities or demonstrations, or any
		activity contemplated within the Provisions of Article VI of this Agreement.
11.11	General	Leaves
	When no	o other leaves are available, a leave of absence may be granted to an employee on
	a paid or	r unpaid basis at any time upon any terms acceptable to the District and an
	employe	e. The decision to grant or deny such leave, as well as the conditions and
	procedu	res related to such leaves, shall be excluded from the provisions of Article VII of
	this Agre	
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	11.11.1	Excepting emergencies or extenuating circumstances, no employee will
		commence a long term leave other than at the conclusion of a semester.
	11.11.2	The employee granted a long term leave shall inform the Board of Trustees within
		ninety (90) days of the scheduled return date as to his/her intentions to resume
		District duties.
	11.11.3	Employees on leaves without pay shall not be eligible to receive any fringe
		benefits such as insurance, retirement benefits, etc. for the duration of the leave.
		The employee may maintain coverage for the duration of the leave under the
		District employee insurance package by paying the premiums himself/herself as
		required by the insurance carrier.
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	11.11.4	Unless otherwise provided in this Section, an employee on a paid or unpaid leave
		of absence shall be entitled to: 1) return to the same classification if such
		classification still exists, which the person held immediately before
		commencement of a leave; 2) receive credit for annual salary increment provided
		leave has been on paid status; 3) be reinstated at the same schedule step, but
		with a new anniversary increment date if the leave has been on an unpaid status.
11.12	Maternit	ty Leave
	11.12.1	In cases other than physical disability, an employee who is an expectant mother
		may request an unpaid leave of absence for maternity purposes, and the District
		may grant said leave request. The starting and ending dates of said leave shall
	11.11	11.10.3  11.10.4  11.10.5  11.11 General When no a paid or employe procedu this Agree 11.11.1  11.11.2  11.11.3

be mutually agreed to by the District and the employee. The employee shall arrange an appointment with her immediate supervisor for replacement service planning when knowledge of pregnancy has been established, but not later than ninety (90) days prior to the expected date of delivery. The maximum length of a maternity leave shall be six (6) months.

## 11.13 Child-Rearing Leave

- 11.13.1 Upon request, the Board may provide a male or female classified employee, who is a natural or adopting parent, an unpaid leave of absence for the purpose of rearing his/her infant. The employee shall notify the Board that he/she intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence. Such leave shall not exceed six (6) months in duration.
- 11.13.2 Child-Rearing Leave may not be taken consecutively with Maternity Leave unless approved by the Board.

## 11.14 Unpaid Leave

Bargaining unit employees may be granted an unpaid personal business leave upon the approval of the immediate supervisor when the employee demonstrates to his/her immediate supervisor that the nature of the leave request represents an urgent condition of necessity to be absent from normal work duties. The maximum period of said unpaid personal business leave is ten (10) working days. Leave requests of longer duration must be submitted to the Board of Education, at its sole discretion, for advance approval.

## 11.15 Family Care and Medical Leave

It is the intent of this provision to be consistent with Government Code section 12945.2 and the Family and Medical Leave Act of 1993, and it shall be interpreted so that there will be no violation of those statutes.

- 11.15.1 An employee with more than one (1) year of continuous service with the District, who has worked at least 1,250 hours during said year and who is eligible for other leave benefits of this Agreement shall be granted, upon written request, an unpaid family care leave up to a total of twelve (12) work weeks in any twelve (12) month period, pursuant to the provisions contained herein. For purposes of this section the term "family care and medical leave" means either: (a) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child or foster care of the child of the employee, or the serious illness of a child of the employee; (b) leave to care for a parent or spouse who has a serious health condition; or (c) leave because of serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.
- 11.15.2 An unpaid family care and medical leave shall be treated as any other unpaid leave. During an unpaid family care and medical leave an employee shall retain employee status with the District, and such leave shall not constitute a break in

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- 11.15.3 If an employee's need for an unpaid family care and medical leave is foreseeable, the employee shall provide the District with at least thirty (30) days advance notice; for unplanned absences, the employee shall provide the District with reasonable advance notice of the need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.
- 11.15.4 The District requires that an employee's request for an unpaid family care and medical leave for the purpose of caring for a child, spouse or parent who has a serious health condition or for the employee's own serious health condition be supported by a written certification issued by the health care provider of the family member requiring care. This written certification must include the date on which the serious health condition commenced and the probable duration of the condition. For a leave based upon caring for a child, spouse or parent who has a serious health condition the written certificate must have an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care. For a leave based on the employee's own serious health condition, the written certification must include a statement that the employee is unable to perform the functions of his or her position. If additional leave is required upon the expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written certification consistent with the requirements for an initial certification.
- 11.15.5 In any case in which the District has reason to doubt the validity of the certification provided pursuant to this section, the District may require, at the District's expense, that the employee, or as appropriate the employee's spouse, child or parent, obtain the opinion of a second health care provider. The second health care provider may not be employed on a regular basis by the District. If the opinions of the first and second health care provider differ, the District may require a third opinion, again at the District's expense, from a health care provider mutually agreed upon by the District and the employee. The third opinion shall be final and binding.

## 11.15.6 <u>Definitions</u>

a. For purposes of this section and consistent with current law, the term "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee standing in loco parent's who is either under eighteen (18) years of age or an adult dependent child.

b. For purposes of this section and consistent with current law, the term "parent" 1 means biological, foster, in-law, or adoptive parent, a stepparent or a legal 2 guardian. 3 4 11.15.7 If an employee applies for a family care and medical leave, the employee can 5 elect, or the District may require, the substitution of paid vacation or other paid 6 leaves to which the employee is entitled. If such paid leave is substituted, the 7 employee is required to comply with the contractual requirements for use of such 8 9 paid leave. 10 11.15.8 An employee granted a leave under this provision shall have a right to 11 reinstatement to his/her former classification if such classification still exists, which 12 the person held immediately before commencement of a leave, with equivalent 13 benefits, pay, and other working conditions provided by this Agreement. If the 14 former classification no longer exists, he/she shall be placed in a lower or lateral 15 classification in which he/she had previously served and in which he/she holds 16 greater seniority than other incumbents in said class. 17 18 11.15.9 An employee taking unpaid family care and medical leave pursuant to this section 19 shall continue to be entitled to participate in District health insurance benefits, if 20 eligible and if enrolled, to the same extent and under the same conditions as apply 21 to other eligible, enrolled active employees receiving said benefits. The District may 22 recover the premium that it paid as required by this subdivision for maintaining 23 coverage for the employee under the group health plan if both of the following 24 conditions occur: 25 26 (a) The employee does not return to District service for a number of days equal to 27 the duration of the family care and medical leave. 28 29 (b) The employee's failure to return from leave is for a reason other than the 30 continuation, recurrence, or onset of a serious health condition that entitles the 31 employee to family care and medical leave or other circumstances beyond the 32 control of the employee. 33 34 11.15.10 Family care and medical leave may be taken in one (1) or more periods. Leave 35 may be taken in increments of at least one (1) day for recurring medical treatment 36 certified by a health care provider. 37 38 11.15.11 This policy shall not be construed to entitle the employee to receive disability 39 benefits under Part 1 (commencing with Section 3201) of Division 4 of the Labor 40 Code (Workers Compensation). 41 42 11.16 Health - Employee Work Restriction 43 The Association recognizes and agrees that the District has a managerial obligation and 44 right to review medical reports on employees sustaining illness or injuries, either on or off 45

the classification and for which the employee was hired. The Department of Human

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the job, to determine the employee's physical ability to fulfill the tasks normally assigned to

Resources shall make available a form. Bargaining unit employees shall submit this form for medical clearance for illnesses or injuries. The signature of a physician approved by the District will be required. This form will either include, or have attached, a classification description or duty statement to assist the physician in arriving at a decision as to the employee's physical ability to perform assigned tasks. It is understood by the Association that, in accordance with state and federal law, it is a managerial obligation and right to refuse reemployment of a bargaining unit member who cannot perform his or her essential job functions, with or without reasonable accommodations. It is understood by the Association that it is a managerial obligation and right to involuntarily assign a bargaining unit member to sick leave when a physician documents that the employee is physically or mentally unable to perform completely in the classification for which hired. If a bargaining unit member is placed on involuntary sick leave, the District shall, at the employee's request, bear the cost of a second medical opinion in regard to the employee's physical or mental ability to completely perform the assigned duties. The employee is limited in choice of physicians to one who conducts business within Los Angeles County.

11.17 The specific provisions of this Article shall be the total, sole and exclusive working conditions available to bargaining unit members on topics contemplated within, or related to, said provisions.

## 11.18 Catastrophic Leaves

Any bargaining unit members may apply for and receive catastrophic leave pursuant to the following provisions:

- 11.18.1 A permanent unit member shall have suffered a severe incapacitating illness or injury which is expected to be for an extended period of time, as certified by the attending physician, and which prevents the unit member from properly performing his/her District duties.
- The time off work must create a financial hardship for unit member because he or she exhausted all personnel sick leave, industrial and accident illness leave, compensatory time off, workers compensation benefits, and/or any other paid time.
- To be eligible, a unit member must certify that he/she is eligible for catastrophic leave because he/she is unable to work due to the severity of a personal catastrophic illness, by providing written certification issued by his/her attending physician.
- 11.18.4 Permanent unit member/s may donate up to five (5) days of earned sick leave accrued, if needed, as set forth in article 11.4.1 per calendar year. Initial donations shall be a minimum of the number of hours in a regular workday (i.e. 3 hour employees will contribute one work day of 3 hours; 8 hour employees will contribute one (1) work day of 8 hours). Donations are irrevocable.

1 2 3 4	11.18.5		cumstances may a donor contribute sick leave days if in so nor's own number of sick days falls below ten (10) at the time ion.
5 6 7	11.18.6	the Director	s to receive catastrophic leave must be submitted in writing to of Human Resources with a copy to the Association, and following detail:
8 9 10		11.18.6.1	Written verification of the catastrophic illness or injury by a medical doctor.
11 12 13		11.18.6.2	The specific number of days being requested.
14 15 16	11.18.7	withdrawal is	esources Office shall verify that the individual requesting the suffering from a catastrophic illness or injury, has exhausted all other paid time off (or the date when this will occur)
17 18 19 20 21 22 23	11.18.8	a drawing from to contribute, names drawn been obtained	d for catastrophic leave to be donated, the District will conduct in the names of members who have indicated their willingness if necessary. Such commitment shall be irrevocable. The first will donate a day of sick leave until the required hours have it. The District will notify the members who have been chosen leave to the qualified member.
<ul><li>24</li><li>25</li><li>26</li><li>27</li></ul>	11.18.9	Catastrophic s days.	sick leave may be granted up to a maximum of thirty (30) duty
28 29 30	11.18.10	leave credits t	ber who receives paid catastrophic leave shall first use any hat he or she continues to accrue on a monthly basis prior to catastrophic leave.
31 32 33 34 35 36	11.18.11	participant. R	donated without regard to the daily rate of pay of any equestors using catastrophic leave days shall receive pay for a same rate he/she would have received had the requestor ay.
37 38 39 40	11.18.12	waiver, waivir	ber who applies for catastrophic leave shall execute a written ag any right to privacy concerning the communication of the s and factors contemplated herein to those who will be donate eligible leave credits, or process said credits.
41 42 43 44 45	11.18.13	defined herein the recipient v	f a donated sick leave credit through catastrophic leave as n, when combined with other District income, shall not provide with a greater monthly District income/fringe benefit contribution ecceived immediately prior to the receipt of catastrophic leave.

1 2	11.18.14	The catastrophic leave recipient, because he/she remains in paid District status, shall continue to receive District fringe benefit contributions for the
3		duration of said leave.
4		
5	11.18.15	This catastrophic leave section shall not be subject to the provisions of
6		Article VII (Grievance Procedure) of this Agreement.
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8	11.18.16	Once the District has received all required documentation with which to
9		make a decision to approve or deny the unit member's request for
10		Catastrophic Leave, it will be the District's responsibility to notify both the
11		unit member and the Association of it decision within a ten work day period
12		from receipt of the required documentation (2008).
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#### ARTICLE XII: HOLIDAYS 1 2 The following holiday observances shall be granted to all employees provided said holiday 12.1 3 falls within the beginning and end of the employee's annual District work calendar: 4 New Year's Day 5 Martin Luther King Day 6 Presidents Day 7 Washington's Birthday 8 9 Memorial Day Independence Day 10 Labor Day 11 Admission Day (or an alternate day designated by the District) 12 Veterans Day 13 Thanksgiving Day 14 The Day after Thanksgiving Day 15 Christmas Eve Day 16 Christmas Day 17 New Year's Eve Day 18 19 Every day appointed by the President of the United States or the Governor of the State of 12.2 20 California as a day of public fast, mourning or thanksgiving shall also be a holiday. 21 22 12.2.1 "Mourning", as used herein, shall mean a day on which all State offices are closed if 23 the declaration is made by the Governor, or all Federal and/or State offices are 24 closed if the declaration is made by the President; or if employees in these 25 respective offices are granted an in-lieu of holiday when said Day of Mourning is 26 declared, but the State and/or Federal offices are not closed. 27 28 12.2.2 If the District and the Association disagree about the intent of such a declaration, 29 and if litigation is initiated which could affect the District on this subject, the parties 30 agree they will defer a decision on the matter and abide by the ruling on the matter 31 issued by a court of competent jurisdiction. 32 33 When the holiday falls on a Saturday, the previous Friday shall be deemed to be a holiday. 12.3 34 When the holiday falls on a Sunday, the following Monday shall be deemed to be the 35 holiday. 36 37 A holiday falling within a prescribed student recess period shall be deemed a holiday and 12.4 38 not chargeable as vacation. Regular employees not assigned to work during the Winter 39 and Spring recess periods shall be compensated for the holidays stipulated in Section 12.1 40 above, provided said employee is in paid district status on the day immediately preceding 41 or following the recess period during which a holiday falls. 42 43 To be eligible for holiday pay that falls outside of the employee's annual work calendar, the 12.5 44 employee must be in paid status on either the day before or the day after the holiday. (E.g. 45 a ten (10) month employee working in summer school would be paid for the Independence 46

1		Day Holiday provided he/she was in paid status the day before or the day after said
2		holiday.)
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4	12.6	The District may substitute any day in lieu of any holiday as provided by law.
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6	12.7	The 2013-2014 school calendar for Pasadena Unified School District is contained in
7		Appendix "D".
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9	12.8	One additional holiday designated as a "floating holiday" shall be granted each employee in
0		the bargaining unit on a date to be mutually agreed to by the employee and his/her
1		immediate supervisor. The requested "floating holiday" date is to be submitted in writing
2		by the employee for approval as soon as possible, but in no event less than ten (10) days
13		in advance.
14		
15	12.9	The specific provisions of this Article shall be the total, sole and exclusive working
16		conditions available to bargaining unit members or topics contemplated within, or related to
17		said provisions.
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### **ARTICLE XIII: VACATION**

- 13.1 All bargaining unit members covered by this Agreement shall be entitled to vacation benefits as outlined in this Article.
- 13.2 Eligibility Vacation privileges become an earned right only upon completion of the bargaining unit member's initially assigned probationary period. Probationary employees shall not be entitled to vacation benefits upon severance for any reason. If vacation has been granted prior to rendering required service, the employee's final pay check shall be reduced accordingly.
- 13.3 Bargaining unit members must work a benefit month to be eligible for earned vacation. A benefit month is defined as any working month of twenty-two (22) days in which an employee is in paid status and works twelve (12) or more of those days.
- 13.4 Permanent employees shall not receive cash for earned vacation except upon the occasion of termination of employment with the District. In such circumstance, the employees will be compensated for accrued vacation at the employee's current salary rate at the time of termination.
- Vacation benefits are deemed to be earned on a fiscal year basis (July 1 through June 30) and must be taken, at the latest, within the fiscal year after which the vacation is earned. If a unit member requests vacation time off and is not permitted to take his or her earned vacation due to work restrictions caused by District action, the amount not permitted to be taken due to such work restrictions may be carried forward, for use in the next fiscal year or be paid for in cash at the option of the Governing Board. To be eligible for the above- referenced carryover or cash payment, the unit member must have executed a formal request for the carryover and provided the form to the Director of Human Resources by, at least, 12 PM the previous business day. If the Director of Human Resources fails to deny the request by 5 PM of that business day, the request is deemed approved.
- Each eligible bargaining unit member shall submit a written request to his/her immediate supervisor of the time which he/she desires for vacation; said request shall normally not be submitted later than ten (10) (2008) days prior to the beginning of the requested vacation period. An employee who wishes to use earned and available Vacation Leave to add to Extended Sick Leave in order to receive full salary while on said leave shall submit a written utilization request form provided by the District. The immediate supervisor shall normally make a determination of approval or denial within five (5) working days of receipt of said written request from the employee. Except in critical emergencies, twelve (12) month employees' vacation requests will not be approved during the ten (10) working day period prior to the start of the student instructional year.
- 13.7 Payment of vacation pay for earned vacation days is compensated at the employee's current salary rate at the time the vacation is taken. When an employee is terminated for any reason, he/she shall receive earned vacation pay prorated to the date of termination.

An employee may discontinue vacation leave in order to commence sick leave upon proper notification and such verification as the District may require and vacation days not used will be reinstated. Unused vacation, due to District cancellation, shall be restored to the unit member's vacation entitlement record/account.

- 13.9 Nine (9) and ten (10) month employees are required to take their vacation during Winter and Spring recesses. If additional vacation is accumulated, it must be taken with the approval of the employee's immediate supervisor during the months that the employee normally works.
  - 13.9.1 A holiday prescribed in Section 12.1, above, that falls within an 11 or 12 month employee's approved vacation shall be compensated as a holiday rather than as vacation.
- 13.10 In order to implement this Article, immediate supervisors may advance vacation days to nine (9) and ten (10) month employees not to exceed that which they would have normally earned during their working year.
- 13.11 Regularly assigned, part-time employees earn prorated vacation in the same ratio as regularly assigned hours per week bears to forty.
- 13.12 Additional time worked or overtime beyond regular assignment time for regular part-time employees shall not earn additional vacation entitlement.
- 13.13 When more than one employee in a specific work unit, (shop, office) requests vacation for the same time periods, management has the right to determine who shall receive that vacation time consistent with the manager's responsibility to provide services. If the employee requesting the same time period for vacation within the working unit holds the same classification, seniority shall prevail. If it is apparent, over a twenty-four (24) month period of time, that two or more employees within the same classification in the same working unit have consistently requested the same time periods, the immediate supervisor of that working unit shall then bypass the above seniority provision to allow the employee with the lesser seniority an opportunity to have the vacation request honored.
- 13.14 Vacation benefits for permanent classified employees are as follows:

1-4 years	1.00 days per working month
5-10 years	1.25 days per working month
11 years	1.333 days per working month
12 years	1.416 days per working month
13 years	1.50 days per working month
14 years	1.583 days per working month
15 years	1.666 days per working month

13.15 The District shall establish standard reporting procedures of vacation records for the various job sites; said reports shall be submitted to the District Accounting Office which shall compute and maintain said records.

13.16 The specific provisions of this Article shall be the total, sole and exclusive working conditions available to bargaining unit members or topics contemplated within, or related to, said provisions.

#### ARTICLE XIV: TRANSFERS 1 2 14.1 Definitions 3 14.1.1 Transfer shall be defined as a change of job sites or locations, but within the same 4 classification. 5 6 14.1.2 All transfers of personnel shall be approved by the Department of Human 7 Resources or Governing Board, respectively. 8 9 First Consideration 14.2 10 A unit member may submit a written request on the Classified Employee Request for 11 Change of Status Form to the Department of Human Resources for a voluntary transfer, 12 All requests expire on June 30th of the current school year. A new request must be 13 submitted for each school year. 14 15 14.3 **Application** 16 An employee may submit a written request to the Department of Human Resources for a 17 voluntary transfer. 18 19 Supervisors, or their designated representatives, who have the vacancy, shall interview all 14.4 20 employees submitting voluntary transfer requests. 21 22 The time allowed for transfer from one position to another shall be made depending on the 14.5 23 needs of the program of the current position. The time allowed for movement from a 24 position in one classification to a position in a different, lateral, classification shall be made 25 depending on the needs of the program of the current position. When a unit member has 26 been selected for a new position pursuant to this Section, the District shall transfer the unit 27 member within a ten (10) work day period, unless the transfer within the ten (10) work day 28 period would have an adverse impact on the program from which the unit member is 29 transferring (2008). 30 31 14.6 Administrative Transfer 32 Nothing contained in this Article shall be construed to limit the right of the Superintendent, 33 at his/her sole discretion, to transfer an employee based upon District needs. 34 35 The specific provisions of this Article shall be the total, sole and exclusive working 14.7 36 conditions available to bargaining unit members on topics contemplated within, or related 37 to, said provisions. 38

#### ARTICLE XV; PROMOTION AND POSTING OF VACANCIES 1 2 15.1 Definition 3 15.1.1 Promotion shall be defined as a higher classification within the same job family and 4 within the bargaining unit. 5 6 Posting of Notice 15.2 7 15.2.1 Notice of all job vacancies shall be posted on bulletin boards in prominent locations 8 at each District job site, unless an eligibility list of more than three (3) names exists 9 for the vacant class. 10 11 15.2.2 The job vacancy notice shall remain posted for a period of six (6) full working days, 12 during which time employees may file for the vacancy. 13 14 15.2.3 Any employee in the vacant job family who is on layoff during the posting period 15 shall be mailed a copy of the posting notice by United States First Class mail on the 16 date the position is posted. 17 18 Notice of Contents 15.3 19 The job vacancy notice shall include: the job title, a brief description of the position and 20 duties, the minimum qualifications required for the position, the assigned job site, the 21 number of hours per day, regular assigned work shift times, days per week, and months 22 per year assigned to the position, the salary range and the deadline for filing to fill the 23 vacancy. 24 25 15.4 Filing 26 15.4.1 A permanent unit member whose most recent formal evaluation is satisfactory may 27 file for the vacancy by submitting a District application form to the -Department of 28 Human Resources within the filing period. 29 30 15.4.2 The Department of Human Resources shall send a copy of all published recruitment 31 bulletins to the Association. It is agreed by the Association and the District that 32 33

such submission to the Association is a good faith effort by the District to notify bargaining unit members that a vacancy exists and the Association agrees that it shall not support a grievance due to a failure to post a recruitment bulletin at a job site, due to any action or inaction by a bargaining unit member.

15.5 A permanent unit member who promotes into a vacancy shall successfully complete another probationary period in the promotional position. If he/she fails to successfully complete said probationary period, he/she shall be returned to the classification held immediately prior to the promotion.

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45 46 15.6 The specific provisions of this Article shall be the total, sole and exclusive working conditions available to bargaining unit members on topics contemplated within, or related to, said provisions.

## ARTICLE XVI: LAYOFF AND REEMPLOYMENT AND EFFECTS RELATED THERETO

16.1 A layoff shall be defined as a reduction in the work force through: (a) a reduction of positions: (b) a reduction of hours, or (c) a voluntary demotion to a lower classification in lieu of layoff.

### 16.2 Reason for Layoff

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 Layoff shall occur for lack of work or lack of funds. Whenever an employee is laid off, the order of layoff within the class shall be determined by date of hire as a regular Classified employee of the District. Except for layoff, an unpaid leave of absence or a break in employment shall create a new hire date. In cases where unit members have the same District hire date, the employee with least seniority within the classification shall be laid off first. Seniority within the classification shall be determined by hire date within the classification. In cases where unit members have equal class seniority, the layoff determination shall be made by lot. Any District employee whose position is eliminated or scheduled for layoff or reduction in hours, shall, in order of District seniority, be entitled to any vacant position at a same or lower range for which they are qualified or for which they can pass the examination approved by the Personnel Commission. All said District employees shall be assigned to a special eligibility list for a period of one year for placement in positions within the District prior to placement of employees on eligibility lists. Except in cases of waivers approved by the State Board of Education that are not subsequently overturned by a court of competent jurisdiction, during the term of this current agreement, the District shall not use voluntary aides to assist certificated personnel in noninstructional duties in lieu of abolished classified employee positions or in lieu of laid off classified employee positions. Prior to any layoff of permanent bargaining unit members being implemented, the District shall first eliminate any substitutes, provisional, limited term or student help in classifications in which permanent employees are scheduled for layoffs.

#### 16.3 Notice of Layoff

The District and Association shall meet prior to the inssuance of layoff notices to discuss the circumstances giving rise to the need for layoff. The District shall notify all affected employees in writing not less than forty-five (45) calendar days prior to the effective date of layoff. Notice of layoff may be provided by, including, but not limited to, personal service or certified mail in accordance with applicable law. Any notice of layoff shall specify the reason for layoff, the identity by name and classification of the employee designated for layoff, and information on his/her displacement rights, if any, and reemployment rights. Prior to layoff notices being issued, the District shall provide the Association with seniority lists of classifications to be affected, including a list of bumping rights of employees subject to layoff. If the Association wishes to contest said lists, it shall be done within two weeks by a written appeal plus supporting data to the Superintendent of Schools. The Superintendent shall render a decision within two weeks after receipt of the Association's appeal.

#### 16.4 Order of Layoff

Any layoff shall be effected within a class.

### 16.5 Bumping Rights

Any employee laid off from his/her present class may bump into the same or equal class or the next lowest class in which the employee has previously served and has greater seniority. The employee may continue to bump into lower classes in which he/she has accrued seniority in order to avoid layoff.

## 16.6 Re-employment Rights

Laid-off employees are eligible for re-employment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over other employment in the classifications affected by said layoffs. During the term of current agreements, the District shall not use substitutes, provisional, limited term or student help in classifications in which permanent employees are in laid off status in order to avoid the recall of said laid off employees.

# 16.7 Voluntary Demotion or Voluntary Reduction in Hours

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall, in addition to the thirty-nine (39) months, be granted an additional twenty-four (24) months of reemployment rights. The District shall consult with the Association before soliciting voluntary reductions in assigned time by employees.

## 16.8 Notification of Re-employment

An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District. Notice of reemployment may include, but is not limited to, notice by registered and regular mail.

## 16.9 Employee Notification to the District

An employee shall notify the District in writing of his/her intent to accept or refuse employment within five (5) working days following receipt of the reemployment notice. Failure by the employee to tender the written notice to the District within five (5) days, as provided herein, shall be deemed a refusal of employment by said employee. The laid-off employee may decline two offers of employment before relinquishing his/her position on the list. If an employee on a reemployment list refuses the second offer of employment, no additional offers will be made, and the employee shall be considered unavailable for work and have waived any and all reemployment rights.

## 16.10 Reemployment

Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) months rights to the higher position.

# ARTICLE XVII: PAY AND ALLOWANCES

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## 17.1 Regular Rate of Pay

 The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class, as contained in Appendix "D".

### 17.2 Salaries

 Effective July 1, 2007 salary shall increase by the state COLA of 4.52% (2008).

 17.2.1 Within sixty (60) days of County approval, the employee pay stubs shall: use a different fringe benefit designation; reflect accumulated sick leave and vacation benefits on employee pay stubs. Said pay stubs may also reflect accumulated compensatory time, if the District and the Association mutually agree.

## 17.3 Paychecks

 All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions.

17.3.1 Frequency – Once Monthly. All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

17.3.2 Payroll Errors. Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued, not later than five (5) workdays after the District determines that a payroll error has occurred. The district shall make a determination regarding an alleged payroll error within five (5) workdays after the employee provides written notice to the Payroll Department that he /she may have received insufficient payment.

17.3.3 Special Payments. Any mileage payment, lodging reimbursement or payroll adjustment due an employee in the bargaining unit as a result of working out of class, recomputation of hours, or other reasons other than procedural errors, shall be made and a supplemental check issued not later than twenty (20) working days following written notice to the Payroll Department.

17.3.4 Notwithstanding any other provision of this Section, the issuance of any regular or supplementary paychecks as described herein, shall be contingent upon the continuation of the current payroll services rendered to the District by the Los Angeles County Department of Education.

17.3.5 Any payroll error resulting in an overpayment for an employee in the bargaining unit of less than \$100 shall be repaid on the following pay day, provided the employee has been given advance notice of said repayment. Any payroll error resulting in an overpayment for an employee in the bargaining unit of \$100 or more shall be repaid after a meeting between the affected employee and the District payroll office. The purpose of said meeting shall be to try to reach a bilateral agreement on a repayment plan. In the absence of an agreement, repayment shall be at the rate of

20% of the employee's gross salary per month. Full repayment shall be made 1 within the fiscal year when the overpayment was made, except in the following 2 circumstances: The overpayment was more than \$200 and it occurred on or after 3 April 1; under this exception, repayment shall be made at the rate of 20% of the 4 employee's gross salary per month. 5 6 Promotion 17.4 7 Any employee in the bargaining unit receiving a promotion under the provisions of this 8 Agreement shall be moved to the range and step of the new class that represents the first 9 highest dollar amount above the salary being earned prior to promotion. 10 11 17.4.1 Salary Placement Upon Reclassification 12 Any employee in the bargaining unit receiving an upward classification under the 13 provisions of this agreement shall be moved to the range and step of the new class 14 that represents the first highest dollar amount above the salary being earned prior to 15 reclassification. If the employee is eligible for a step increment within ninety (90) 16 calendar days of the date of upward classification, the dollar value of said 17 anticipated increment shall be used as the basis for calculating placement at the 18 next highest dollar amount in the salary range of the promotional class. However, if 19 one job involves a night shift differential and the other does not, said differential 20 shall be disregarded in making the range and step calculations contemplated 21 herein. 22 23 <u>Mileage</u> 17.5 24 17.5.1 Any employee in the bargaining unit required to use his/her own vehicle on District 25 business shall be reimbursed at the current IRS reimbursement rate per mile for all 26 miles driven at the discretion of and on behalf of the District. 27 28 17.5.2 Any employee in the bargaining unit who is permitted by the District to use his/her 29 vehicle, in lieu of using a District vehicle, on District business shall be reimbursed at 30 the rate current IRS reimbursement rate for all miles driven at the discretion of, and 31 on behalf of the District (2008). 32 33 17.5.3 The mileage computation shall include mileage necessary to return to the 34 employee's normal job site after the completion of District business. 35 36 17.5.4 This amount shall be payable in a separate warrant drawn against District funds 37 within twenty (20) working days of written submission of the claim by the employee 38 in the bargaining unit. 39 40 17.5.5 Effective July 1, 2002, any employee in the bargaining unit in the following title 41 positions (title code) shall receive a mileage stipend of fifty dollars \$50.00 per 42 month: 43 44 Community Liaison Specialist (279)

Community Specialist-Bilingual (276)

School Community Assistant (688)

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# School Community Assistant-Bilingual (689)

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## 17.6 <u>Meals</u>

 Any employee in the bargaining unit who, as a result of an approved work assignment, must have meals away from the District, shall be reimbursed for the cost of the meal(s) not to exceed the following scale, not later than twenty (20) working days after submission of the expense claim and appropriate receipts:

Breakfast \$6.00 Lunch \$9.00 Dinner \$15.00

### 17.7 Lodging

 17.7.1 Any employee in the bargaining unit who, as a result of an approved work assignment, must be lodged away from home overnight shall, following submission of claim and receipts be reimbursed for the full and reasonable costs as approved by the District.

17.7.2 Where possible, the District shall provide advance funds to the employee for such lodging. If advance funds are not available or do not cover the full cost of required lodging, the District shall reimburse the employee for out-of-pocket lodging expenses within twenty (20) working days after the employee has submitted an expense claim with appropriate supporting documentation.

## 17.8 Longevity

The district agrees to additionally compensate long-service employees in accordance with Article XX (Longevity Increments).

#### 17.9 Step Increments

Nothing contained in this Agreement shall be construed to make the granting of step increments as contained in the salary schedule attached in Appendix "D", automatic from year to year; rather, the subject of step increments shall be a subject of annual negotiations between the parties.

### 17.10 Salary Placement

 17.10.1 During the term of this Agreement, in order for a bargaining unit member to move from one step on the salary schedule to another step, said member must have served at least one full year (12 months) on the previous step.

17.10.2 During the term of this Agreement, Step Placement upon promotion and Step Placement following the completion of the probationary period after promotion shall be handled consistently with past practice of the District.

17.10.3 Upon approval of the Superintendent, at his/her sole discretion, a new employee may be placed on step three (3) of the salary schedule, depending on his/her prior work experience and the District's difficulty in recruiting candidates for vacant positions in that particular class. If a vacant position is eligible for said

accelerated step placement, it shall be so indicated in the job announcement for the vacancy.

## 17.11 Bilingual Clerical Stipend

Effective, July 1, 2009, a classified employee assigned to a school site or district department who regularly uses bilingual/bi-literate skills in the performance of the employee's job duties shall be eligible for an additional \$40.00/month stipend above his/her base salary, if approved by the employee's school site principal or department supervisor, and designated Human Resources representative and provided said employee has previously passed a District proficiency examination for the required bilingual/bi-literate skills. The number of employees approved for said stipend at any specific location shall be a site decision of the principal or department supervisor with approval by Human

## 17.12 Night Shift Differential

Resources.

Employees who work half or more of their assigned shift between 6:00 p.m. and 6:00 a.m. will receive a 5% differential. Beginning January 1, 1988, said differentials shall be applied to an employee's base salary. The District and the Association shall meet and consult prior to any widespread or significant changes in the work schedules to which said employees are now assigned.

## 17.13 Compensation for Assuming Classified Supervisor Duties

An employee assigned to temporarily assume the duties of his/her supervisor's classification for a period of five working days within a 15 calendar day period, shall, beginning with the sixth (6th) consecutive work day of said temporary service, be paid retroactively at the step of the supervisory range that is the closest to a ten percent (10%) increase compared to his/her monthly salary.

17.14 If a monthly employee who works less than a twelve (12) month calendar year is hired to serve in the same classification in a summer school program, he/she shall receive an hourly salary that is the prorated amount of his/her monthly wage rate. If a monthly employee who works less than a twelve (12) month calendar and is hired for a summer school program, he/she shall also earn prorated sick leave and vacation benefits for the summer assignment.

#### ARTICLE XVIII: EMPLOYEE EXPENSES AND MATERIALS 1 2 Uniforms and Materials 18.1 3 Identification badges, provided by the District at no expense to the unit member, shall be 4 worn by said employees while on District duty unless there is valid reason for not doing so. 5 6 Uniforms prescribed by the District, and supplied by a uniform 18.1.1 7 laundry service, shall be provided at no expense to the employee. If the 8 District decides to discontinue the uniform requirement, it shall give the 9 Association and affected unit members a written notice (30) thirty workdays 10 prior. District uniforms shall not be worn except in the performance of 11 District duties and periods of travel to and from District work. 12 13 Five (5) universal shirts (same color) and one (1) universal jacket (same 18.1.1.1 14 color) shall be provided to all security officers throughout the District. 15 16 The District shall replace said uniform shirts and/or jackets when they are no 18.1.1.2 17 longer serviceable, or presentable, as determined by the District. 18 19 Tools 18.2 20 18.2.1 The District agrees to provide for the employee's use all power tools, related 21 equipment, and short-life supplies reasonably necessary to bargaining unit 22 employees for performance of employment duties, and said tools, equipment and 23 supplies may only be used for District business. 24 25 18.2.2 If an employee in the bargaining unit provides hand tools or equipment belonging to 26 the employee for use in the course of employment, the District agrees to provide a 27 safe place to store the hand tools and equipment and agrees to pay reasonable 28 costs incurred as a result of theft or vandalism provided: 29 30 18.2.2.1 The loss is not otherwise compensated by insurance. 31 32 18.2.2.2 The loss did not occur due to the negligence of the employee. 33 34 18.2.2.3 The employee's supervisor has been provided with a listing of the property 35 being used for the benefit of the District and the employee and supervisor 36 have agreed to the value of the property being used. 37 38 18.2.2.4 The loss cannot be defined as a mysterious disappearance of the property. 39 40 18.2.2.5 The employee does not remove his/her tools from the customary job 41 site/area without prior written and specific approval of the department 42 head. 43

#### 18.3 Personal Property 1 18.3.1 Reimbursement shall be made to any unit member for the loss, destruction or 2 damage of personal property sustained in situations that fall within the scope of 3 District employment. 4 5 Reimbursement for property other than personal articles, such as 18.3.1.1 6 clothing, eyeglasses and watches, shall be made only for articles whose 7 use has been approved via a District form before the article(s) has been 8 brought to school, and when the immediate administrator and the unit 9 member bringing the property have agreed in advance as to the 10 approximate monetary value of the property. 11 12 No reimbursement shall be made for mysterious disappearance, 18.3.1.2 13 accidental damage, or any other loss suffered because of negligence or 14 lack of supervision by the owner. 15 16 Personal automobiles or the like shall be covered by this Section to the 18.3.1.3 17 extent that the damage or loss shall have occurred on District property, 18 or off campus if the damage occurs during the performance of District 19 directed duties. Examples of such damage or loss are slashed tires or 20 stolen batteries. 21 22 The maximum reimbursement shall not exceed \$200.00 for each 18.3.1.4 23 incident, nor shall the reimbursement be less than \$20.00, provided the 24 property is not covered by the unit member's insurance. 25 26 18.4 Medical Examinations 27 The District reserves the right to require medical examinations of employees at any time; or 28 of candidates as a condition of initial employment. If the District designates the 29 physician(s) to perform said examination(s), it shall pay for the cost of said exam. If the 30 District allows the employee or candidate to choose his/her own examining physician, then 31 the employee or candidate shall pay for the cost of said exam. 32 33 The specific provisions of this Article shall be the total, sole and exclusive working 18.5 34 conditions available to bargaining unit members on topics contemplated within, or related 35 to, said provisions. 36

## ARTICLE XIX: CLASSIFICATION

## 19.1 Placement in Class

Every bargaining unit position shall be placed in a class.

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## 19.2 New Positions or Classes of Positions

All new positions or classes of positions, created at the right of the District, unless specifically exempted by law or the provisions of this agreement, shall be assigned to the bargaining unit if the class description describes duties performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit.

# 19.3 Incumbent Rights

When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new position. When a position or positions less than the total class is/or, reclassified, incumbents in the positions who have been in the positions (2) years or more shall be reallocated to the higher class. If an incumbent in such a position has not served in the position for two (2) (2008) years or more, then the position shall be open for examination.

## 19.4 Short-Term Substitute Employees

An individual employed in a replacement, temporary, limited term or substitute capacity shall be excluded from the unit.

## 19.5 Reclassification & Salary Reallocations

During the term of the Agreement, the Association and the District agree that no reclassification or salary range reallocations of individual bargaining unit positions will occur, except as may be mutually agreed to by the parties.

### 19.6 Long Term Absences

In instances when a bargaining unit member experiences a long term absence, and he/she is replaced during said absence by another bargaining unit member by assigning the latter to work out of classification in a replacement capacity, said replacement employee shall be allowed, at the District's discretion, to work out of classification for whatever period of time is necessary until the absent employee returns to service.

### 19.7 Vacant Position

In instances when a bargaining unit position becomes vacant and cannot be promptly filled on a permanent basis pursuant to the rules and regulations of the Personnel Commission and the District, the District may, at its discretion, temporarily fill such vacancy by assigning another bargaining unit member to work out of classification to fill said vacant position on an interim basis for whatever period of time is necessary until the vacancy is filled permanently, providing a good faith effort is being made to fill said vacancies.

#### ARTICLE XX: LONGEVITY INCREMENTS 1 2 20.1 All bargaining unit members shall be eligible for four (4) longevity service increments, as 3 described herein: one after seven (7) complete years of continuous, satisfactory service 4 with the District as a bargaining unit employee, another after twelve (12) complete years of 5 continuous, satisfactory service with the District as a bargaining unit employee; another 6 after seventeen (17) complete years of continuous and satisfactory service with the District 7 as a bargaining unit employee, and the last after twenty-four (24) complete years of 8 continuous and satisfactory service with the District as a bargaining unit employee. 9 10 The longevity increments described herein shall be in the amounts listed below, per month 20.2 11 of District service and shall be paid at the beginning of the eighth (8<sup>th</sup>), thirteenth (13<sup>th</sup>), 12 eighteenth (18<sup>th</sup>) and twenty-fifth (25<sup>th</sup>) years of service, respectively. 13 14 In the 8<sup>th</sup> year the longevity increment shall be \$40.00 per month. 20.2.1 15 16 In the 13<sup>th</sup> year the longevity increment shall be \$65.00 per month. 20.2.2 17 18 In the 18<sup>th</sup> year the longevity increment shall be \$90.00 per month. 20.2.3 19 20 In the 25<sup>th</sup> year the longevity increment shall be \$105.00 per month. 20.2.4 21 22 The specific provisions of this Article shall be the total, sole and exclusive working 23 20.3 conditions available to bargaining unit members on topics contemplated within, or related 24 to, said provisions. 25 26

1	ARTIC	LE XXI: EARLY RETIREMENT BENEFIT
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3	21.1	Members of the bargaining unit having served in the District a minimum of fifteen (15)
4		continuous years may opt for early retirement if they meet the following qualifications:
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6		21.1.1 if age sixty (60) or more, must have fifteen (15) continuous years of service in the
7		Pasadena Unified School District;
8		
9		21.1.2 if age fifty-five (55) to fifty-nine (59), must have twenty-five (25) continuous years of
10		service in the Pasadena Unified School District;
11		
12		21.1.3 be a member of the Blue Shield Self-funded Plan or Kaiser or any current District
13		health plan which will allow early retirement privileges.
14		
15	21.2	Upon acceptance of early retirement by the bargaining unit member, the District agrees to
16		pay eighty percent (80%) of the individual bargaining unit member's District health
17		insurance premium until age sixty-five (65) or the employee becomes eligible for Medicare,
18		whichever occurs first.
19		
20	21.3	The specific provisions of this Article shall be the total, sole and exclusive working
21		conditions available to bargaining unit members on topics contemplated within, or related
22		to, said provisions.
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#### 1 ARTICLE XXII: PROFESSIONAL GROWTH 2 Eligibility for Participation in the Professional Growth Program 3 22.1 A bargaining unit member may apply for professional growth after twelve (12) calendar 4 months of full-time satisfactory service as a regular District employee. Full-time is defined 5 as employment in one position six (6) hours per day, or more. 6 7 **Evaluation of Course Work** 8 22.2 The Department of Human Resources shall evaluate all course work and major fields of 9 study for professional growth credit. 10 11 22.3 Criteria for Evaluation 12 The Department of Human Resources shall review all proposed course work submitted and 13 make a determination as to whether that course work meets the following criteria: 14 15 22.3.1 specifically related to the employee's classification; 16 17 22.3.2 is taken at an accredited institution; and 18 19 22.3.3 whether the general education course work is within the employee's occupational 20 field and/or will assist the employee in meeting degree requirements. The intent of 21 this provision is to allow course work which will be of direct benefit to the District and 22 is either specifically related to the employee's current job classification or related to 23 the specific area of the employee's occupational field. 24 25 Professional Growth Incentive Increment(s) for Bargaining Unit Employees 22.4 26 22.4.1 An increment for professional growth shall be earned upon completion of fifteen (15) 27 equivalent semester units of approved course work. 28 29 22.4.2 Unit members currently receiving a professional growth increment shall continue to 30 receive the increment at previously agreed to amounts. For credits received after 31 July 1, 2003, for approved coursework the increment allowed shall be an additional 32 three percent (3%) monthly above base salary, on July 1 following the completion of 33 the approved course work described in Article 22. 34 35 Example 36 Year 1: Bargaining unit member has a base monthly salary of \$2,000 and 37 completes 15 units of approved course work. Effective July 1, following the 38 completion of the 15 units, the employee shall receive a monthly professional 39 growth increment of \$60 (\$2,000 x 3%). 40 Year 10: Classified employee now has a base salary of \$3,000 and completes a 41 second set of 15 units of approved course work. Effective July 1 following the 42 completion of the second 15 units, the employee's monthly professional growth 43 increment will total \$150 (\$3,000 x 3%= \$90, plus \$60 received for completing the 44 first 15 units). 45 Professional growth salary increment amounts as described herein shall be 46 calculated on the amount of a unit member's base monthly salary on the July 1

following the completion of the approved course work as described in section 22.4.1 1 2 above. 3 22.4.3 Required: 4 5 1.0 unit CPR and First Aid shall be maintained (Required of all classifications) 6 7 District Professional Growth Orientation 8 22.5 The District Orientation Course shall be facilitated by the Department of Human Resources. 9 This orientation shall indicate how each employee's position furthers the goals of the 10 District. District Orientation shall be offered once a year in the Fall and shall include 11 segments presented by the Personnel Commission and by CSEA. 12 13 Retroactivity Not Allowed 14 22.6 Units earned prior to July 1, 1973, are not applicable to this program. 15 16 22.7 Course Approval 17 22.7.1 In order to be assured that course work taken by the bargaining unit member will be 18 accepted for credit for the professional growth increments, the bargaining unit 19 member shall submit his/her written proposal to take a particular course or courses 20 to the Department of Human Resources prior to taking such a course or courses. 21 The Department of Human Resources shall evaluate the proposal and shall inform 22 the employee whether the proposed course or courses are acceptable. Failure to 23 do so may result in course disapproval, at the discretion of the Department of 24 Human Resources. Where courses have not received prior approval by the 25 Department of Human Resources, the Department of Human Resources shall 26 evaluate such courses to determine, at its sole and exclusive discretion, whether 27 they meet the criteria and intent of this Article. Any unit member who changes 28 his/her job title can submit courses for specific course credit if he/she had received 29 prior written approval of said classes by the Department of Human Resources prior 30 to the title change. 31 32 22.7.1.1 The District shall process written proposals from unit members within 45 33 days of submission. 34 35 22.7.2 It is the responsibility of the bargaining unit member to apply for the professional 36 growth credit and verify completion of course work prior to June 30 of each year 37 with the Department of Human Resources. Course work verified after June 30 shall 38 be credited at the start of the following fiscal year. The maximum ceiling for 39 professional growth base salary increments during an employee's service in the 40 District shall be twelve percent (12%), or four (4) increments of three percent (3%) 41 each, for approved and verified non-degree course work, as established herein. An 42 additional three percent (3%) base salary increment shall be granted upon 43

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completion of fifteen (15) units above and beyond obtaining an AA Degree,

providing the employee has declared a major, and the employee's demonstrated

(3%) base salary increment shall be granted upon obtaining a Bachelor's Degree in

courses of study are towards a Bachelor's Degree. An additional three percent

1 2 3 4 5		the employee's occupational field, or other District-approved major field of study. The absolute maximum ceiling of eighteen percent (18%), is based upon the philosophy of encouraging the employee to seek a degree, not mere units of course work, in a field that will directly benefit both the individual and the District.
6 7 8		22.7.3 Official transcripts or an instructor's signature covering work offered to fulfill requirements for the professional growth increment must be completed and on file by June 30 in the Department of Human Resources.
9 10 11 12		22.7.3.1 Under normal circumstances, verified course work completions submitted by June 30 will be processed by the District prior to the following December 1.
13 14 15 16 17	22.8	<ul> <li>Kinds of Credit Allowed</li> <li>22.8.1 All courses must receive a minimum of a "C" grade in order to receive credit for the course. If letter grades are not given for a course, a letter of satisfactory completion signed by the instructor is required.</li> </ul>
18 19 20 21 22		22.8.2 All professional growth credit shall be computed in semester hours. College credit in terms of quarter hours will be translated into semester hours by using the following formula: double quarter credit, divide by three (3).
23 24 25		22.8.3 For noncredit courses taken at accredited institutions, fifteen (15) hours of work shall be equivalent to one (1) semester unit of credit.
26 27 28 29 30		22.8.4 A credit of .5 (half a unit) shall be earned for each one day approximately eight (8) hours workshop attended. A maximum of two such workshops to be credited with each 15 unit increment. Such workshops shall not be applied if during normal work hours or where compensation is offered by the district.
31 32 33		22.8.5 All college credits or degrees shall be earned at an institution that is accredited by the Western Association of Schools and Colleges, or regional affiliate thereof.
34 35 36 37	22.9	Prior to August 1 <sup>st</sup> , the District and the Association shall form a Joint Committee of equal representation to consult regarding ways to maintain/improve the efficient operation of this Article.
38 39 40 41	22.10	The specific provisions of this Article shall be the total, sole and exclusive working conditions available to bargaining unit members on topics contemplated within, or related to, said provisions.

## ARTICLE XXIII: PERSONNEL FILES

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- 23.1 Such employee files as necessary for the efficient management of the District shall be kept by the Department of Human Resources, and/or at an employee's job site. An employee may review his/her personnel file and may respond to the documents on file. Personnel files are confidential and shall be available for inspection only to other employees of the District when necessary for the proper administration of the District's affairs and the supervision of the employee, the employee, persons authorized by the employee, the Superintendent, and those authorized by the Superintendent. The review will be made in the presence of the designated administrator responsible for personnel files.
- 23.2 The personnel file of each employee shall be maintained at the central administration office.
- 23.3 Employees shall be provided with copies of any derogatory written material before it is placed in the employee's personnel file. The employee shall have the right to attach a written response to any derogatory material. An employee's signature on said material, if requested, shall not be construed to necessarily represent the employee's agreement with the content of said material.
- An employee shall have the right to examine and/or obtain copies of any material from said employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved. All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee.
- 23.5 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Such material, if placed in the Department of Human Resources files, shall bear the date of said placement.
- 23.6 After an employee receives two (2) consecutive years of completely satisfactory written evaluations, derogatory written warnings and written reprimand documents which are not current (older than 24 months) and not relevant (concerning a behavior or infraction which has not been repeated or is not ongoing) shall be sealed in an employees' personnel file upon request. Sealed documents may be unsealed pursuant to court order or the agreement of the employee. Performance evaluations shall not be sealed. Failure of the District to comply with the provisions of this subsection in a timely manner shall not be grievable under the provisions of Article VII of this Agreement.
- 23.7 The specific provisions of this Article shall be the total, sole and exclusive working conditions available to bargaining unit members on topics contemplated within, or related to, said provisions.

#### ARTICLE XXIV: EMPLOYMENT BENEFITS 1 2 24.1.1 The District shall provide the medical, dental and life insurance benefits as described in 3 Appendix "B" and the District shall make the monthly coverage contributions (tenthly) as 4 described in Appendix "C". Unless modified by a subsequent agreement between the 5 parties, the District's sole fringe benefit obligation shall be as described in Appendix "C". 6 7 Members of the bargaining unit working a minimum of six (6) hours per day shall be entitled 24.2 8 to utilize the payroll deduction process in order to purchase the following benefits for 9 themselves only: 10 11 24.2.1 Group Life Insurance, \$10,000 (2008) limit. 12 13 24.2.2 Additional decreasing term life insurance. 14 15 24.2.3 Income Protection Insurance. 16 17 24.2.4 Not less than \$10.00 per month (tenthly) for tax sheltered annuities approved by the 18 District and subject to the regulation of the Internal Revenue Service. 19 20 24.2.5 Vision Care (employee only). 21 22 Effective, January 1, 1986, unit members working less than six (6) hours per day shall be 23 24.3 allowed to utilize the payroll deduction process in order to purchase, at his/her expense, the 24 income protection insurance, group life insurance (\$7,500.00 limit), decreasing term life 25 insurance, and a \$10.00/month (tenthly) minimum TSA approved by the District and subject 26 to IRS regulations. 27 28 The parties agree to request that the Insurance Review Committee investigate the 24.4 29 ramifications of possible future change to a calendar year premium cycle. 30 31 The District Insurance Committee shall look at the possibility and implications of making 24.5 32 fringe benefit coverage available to a part-time employee at his/her cost. 33 34

1	ARTIC	CLE XXV: SAFETY
2 3	25.1	The District shall attempt to comply with all health, safety and sanitation requirements of
4		the California State Occupational Safety and Health Act Regulations where applicable to
5		District standards.
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7	25.2	The specific provisions of this Article shall be the total, sole and exclusive working
8		conditions available to bargaining unit members on topics contemplated within, or related
9		to, said provisions.
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11	25.3	The District and the Association agree to support and participate in the establishment of a
12		PUSD Employee Safety Committee.
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14	25.4	A bargaining unit member required to operate a District vehicle in the normal course of
15		his/her duties shall be obligated to immediately inform the Department of Human
16		Resources of any lapse, suspension, limitation or revocation of his/her driving license;
17		failure to provide said notification shall result in disciplinary action by the District.
18		the state of the s
19	25.5	A bargaining unit member who encounters the licensure problems contemplated in item
20		25.4 above may be demoted, placed on paid or unpaid leave of absence, assigned to
21		alternative District duties, or any combination thereof; in severe circumstances, the
22		employee may be dismissed.
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## ARTICLE XXVI: PROCEDURES FOR EVALUATION

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Evaluation procedures for employees covered by this Agreement shall be as follows: 26.1

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#### **Probationary Employees** 26.2

6 7 8 26.2.1 Regular probationary employees shall receive at least two (2) formal, written performance reports, on District approved forms during the probationary period. Said minimum of two evaluation reports during the probationary period shall normally be completed not later than the end of the second (2) month of service and at the end of the fifth (5) month of service.

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45 46 47 26.2.2 The performance report forms described herein shall be completed and signed by the employee's Supervisor. (The Supervisor is defined as the person who oversees, reviews or checks the daily work of the employee, or the one who is most closely acquainted with the employee's work). An unsatisfactory evaluation of a unit member shall be reviewed by the Administrator to whom the Supervisor is responsible prior to an evaluation conference between the employee and the Supervisor. The formal performance report form shall contain information bearing on employee performance related to the evaluation criteria established by the District. The data gathered relative to employee appraisal shall be in conformity with the evaluatee's job description as prescribed by the District.

26.2.3 The performance report shall contain an appraisal of the employee's performance and, as appropriate, commendations or specific suggestions for the improvement of the evaluatee's performance.

- 26.2.4 The evaluatee shall receive a written copy of the performance report forms described herein at a personal conference conducted by the evaluator, and proof of the transmission of the rating to the evaluatee shall be established by the evaluator. The evaluatee may attach a written response to the performance evaluation. Such written response by the employee shall be reviewed by the Administrator to whom the Supervisor is responsible prior to placement in the evaluatee's personnel file. An employee's signature on his/her performance report shall not be construed to necessarily represent the employee's agreement with the content of said evaluation.
- 26.2.5 The evaluator's judgment and recommendations contained in evaluation appraisals shall not be subject to the Grievance Procedure contained in this Agreement.

#### 26.3 Permanent Employees

26.3.1 Regular permanent employees shall receive at least one formal written performance report on District approved forms each year. Normally, these reports shall be completed by the end of each year's service. A permanent employee may be evaluated by his/her Supervisor at any other time if exemplary or unsatisfactory service is performed, but shall be evaluated by the Immediate Administrator within a reasonable length of time after unsatisfactory service is performed. Except in cases of prolonged absence, if an employee does not receive an annual performance evaluation in writing within thirty (30) working days of the end of his/her year of

service, the employee's performance for that annual period shall be deemed 1 satisfactory. 2 3 26.3.2 The performance report forms described herein shall be completed and signed by 4 the employee's Supervisor, and an unsatisfactory evaluation of a unit member shall 5 be reviewed by the Administrator to whom the Supervisor is responsible prior to an 6 evaluation conference between the employee and the Supervisor. The formal 7 performance report form shall contain information bearing on employee 8 performance related to the evaluation criteria established by the District. The data 9 gathered relative to employee appraisal shall be in conformity with the evaluatee's 10 job description as prescribed by the District. 11 12 26.3.3 The performance report shall contain an appraisal of the employee's performance 13 and, as appropriate, commendations or specific suggestions for the improvement of 14 the evaluatee's performance. 15 16 26.3.4 The evaluatee shall receive a written copy of the performance report forms 17 described herein at a personal conference conducted by the evaluator, and proof of 18 the transmission of the report to the evaluatee shall be established by the evaluator, 19 The evaluatee may attach a written response to the performance evaluation. Such 20 written response by the employee shall be reviewed by the Supervisor to whom the 21 Immediate Administrator is responsible prior to placement in the evaluatee's 22 personnel file. An employee's signature on his/her evaluation shall not be 23 construed to necessarily represent the employee's agreement with the content of 24 said evaluation. 25 26 26.3.5 The evaluator's judgment and recommendations contained in evaluation appraisals 27 shall not be subject to the Grievance Procedure contained in this Agreement. 28 29 The current District evaluation form shall not be changed by the District without prior 26.4 30 consultation with the Association. 31 32 Effective with the 2002-03 school year, revised evaluation forms shall be used for all 33 26.5 bargaining unit members. Said forms shall include instructions and procedures for 34 completion. 35 36 The specific provisions of this Article shall be the total, sole and exclusive working 26.6 37 conditions available to bargaining unit members on topics contemplated within, or related 38 to, said provisions. 39 40

## ARTICLE XXVII: SECURITY OFFICERS

## 27.1 Security Officers

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 The District shall require all district security officers receive ongoing security training as mandated by California law (2008).

### 27.2 Mandated Guard Cards

The validity and expiration date of mandated guard cards of all security personnel shall be maintained by the Department of Human Resources. The District shall make a good faith effort to send notification of expiration to each security officer a minimum of thirty (30) calendar days prior to said expiration date. It is the responsibility of the security officer to provide proof of current certification to the Human Resources Department (2008).

## 27.3 District Security Officer Overtime Protocol

It is the District's intent to ensure the safety and welfare of students and staff at all time. Opportunities for District Security Overtime may arise from a school site event, or from a District sponsored event. When at all possible, all events shall ensure a balance of male and female District Security Officers. All opportunities for overtime must be presented in advance to, and approved by, the District at the CWAS (Child Welfare, Attendance and Safety office.)

### Site Based Events:

The District recognizes that the Security Officers assigned to a school site are best able to ensure the safety and welfare of students and staff at that event, as they are most familiar with the students, staff and facilities of the site. Accordingly, overtime possibilities at any site-based events shall always be offered first to the bargaining unit member with the greatest seniority assigned to that particular work site. If that Security Officer declines the non-mandatory overtime assignment, the District shall offer the assignment to the site-based District Security Officer with the next greatest seniority. If all Officers at the site have declined, then the offer shall move to the District Security Officer Seniority Staff List excluding the site personnel who have already turned down working the event.

### **District Based Events:**

All requests for District Security Officer overtime for an event sponsored by the District will be offered to a member from the District Security Officer Seniority Staff List, in order of seniority.

The District Security Officer Seniority Staff List is comprised of bargaining unit members, in order of their seniority. All requests for overtime from this list (both site-based and District based) will be offered in a rotational order to an Officer with the greatest seniority first, to the newest Officer last, and will return to the top of the list once all Officers have been offered an opportunity for overtime, or at the beginning of the school year. This list shall be maintained by the CWAS office.

#### ARTICLE XXVIII: SUMMER SCHOOL 1 2 28.1 Summer School 3 Summer School shall be defined as employment of a unit member when the official 4 calendar year ends, until the day prior to the scheduled return date of the unit member. 5 6 All applicants must meet the qualifications established by the Personnel Commission. 7 8 It is the intent of the District to post positions no later than four (4) weeks prior to the end of 9 the regular school year. All applicants will be notified of hiring status two (2) weeks prior to 10 the end of the regular school year. 11 12 28.2 Summer School Assignments 13 14 Summer School assignment shall be defined as those temporary assignments established 15 by the Board of Education for the recess period outside of the regular school year. 16 17 Compensation and benefits shall be the same as the regular work year pay scale, but will 18 be specific to the assignment and may be pro-rated according to hours worked. 19 Appointments to these positions shall be made on the basis of seniority of bargaining unit 20 members who are: permanent employees, qualified to perform the duties of the position, 21 and not otherwise employed during these periods. 22 23

## ARTICLE XXIX: SUPPORT OF AGREEMENT

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29.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

# ARTICLE XXX: EFFECT OF AGREEMENT

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3	30.1	It is understood and agreed that the specific provisions contained in this Agreement shall
4		prevail over: present and past District practices, procedures and regulations; over state
5		laws to the extent permitted by state law; and over current or future Personnel Commission
6		rules, regulations and procedures to the extent that said rules, regulations and procedures
7		may be inconsistent with the terms of this Agreement, or may deal with matters related to
8		Government Code Section 3543.2 in particular, or the provisions of the Educational
9		Employment Relations Act, in general. Except as expressly provided by specific provisions
10		in this Agreement, all lawful practices, procedures and regulations are discretionary with
11		the District.
12		

#### **ARTICLE XXXI: SAVINGS**

31.1 If any provisions of this Agreement are held by the highest court of the State or by a Federal Court of competent jurisdiction to be contrary to law, then such provision will be deemed invalid, to the extent permitted by such court decision, but all other provisions or applications shall continue in full force and effect.

#### ARTICLE XXXII: COMPLETION OF MEET AND NEGOTIATION

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- 32.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 32.2 The parties agree that Salary and Benefits and two (2) other articles each of their choice may be reopened for negotiations for the 2013-2014, 2014-2015 and the 2015-2016 school years. The parties agree to commence negotiations on reopeners no later than October 1 of each year of reopeners.
- 32.3 The District and the Association shall form a joint committee to meet and discuss items of concern related to the working conditions of unit members assigned to work with special education students. Said meetings shall be held on a continuing basis and at times that are mutually agreeable to the committee. The focus of the discussions shall be the safety of unit members working in said assignments, as well as any other special education topics that are mutually agreeable.

1	ARTICLE XXXIII: DURATION AND SIG	<u>NATURES</u>
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3	33.1 This Agreement shall become effe	ective upon adoption by the District and the Association.
4	This Agreement shall remain in fu	II force and effect up to and including June 30, 2016.
5	Notwithstanding the contractual e	xpiration date, the salary schedule year shall remain July
6	1-June 30 unless the parties subs	equently negotiate a change in said salary schedule
7	year.	
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11	Adopted by formal action of the	Ratified by vote of the Association on Dail 30, 2014
12	Board on May 22, 2014	Association on Control of 2014
13		*
14		
15	0011	
16	A Whole	Summer of South
17	Sports Dhalas Dresides	by Paremarce riflet
18	Scott Phelps, President  Board of Education	Rosemarie Riley, President // CSEA Chapter #434
19	Duald of Education	COEM Chaptel #404

#### **CSEA BARGAINING UNIT CLASSIFICATIONS**

- Accts Payable Specialist
- \*Accts Payable/Receivable Clerk
- \*Application Support Assistant
- •ASB Bookkeeper
- Assessment Cntr-Data Tech
- Assessment Center Technician
- Associate Human Resources Analyst
- \*Behavioral Health Admin.Serv Crdn.
- •Behavioral Health Liaison Specialist
- •Behavioral Interven. Applied B.A.
- **Benefits Specialist**
- \*Benefits Technician
- \*Bilingual Technician
- •Braille Transcriber
- •Buyer
- Case Manager/Healthy Start
- \*Child Welfare & Attendance Worker
- Children's Services Assistant I
- Children's Services Assistant II
- \*Classified Personnel Technician
- \*Clerk
- •Clerk, Intermediate
- \*Clerk Typist
- •College & Career Center Tech
- **\***Community Advocate
- Community Liaison Specialist
- Community Liaison Spec./Bilingual
- Computer Learning Specialist
- Credential Service Specialist
- Data Control Clerk-Reg
- Data Control Clerk I
- \*Data Control Technician
- District Registrar
- District Security Officer
- •District Translator/Interpreter
- •Early Return to Work Specialist
- **•**EDP Operations Specialist
- \*Educational Media Assistant
- •Electronics Technician
- \*Eligibility Technician
- \*Emergency Preparedness Coord.
- •Expediter/Receiving Technician
- •Family Advocate/Healthy Start
- \*Fiscal Service Technician
- •Food Service Program Technician
- •Health Assistant LVN
- •Health Clerk
- •Health Technician RN
- \*Human Resources Assistant

- Human Resources Position Control Tech.
- \*Infant Care Aide
- \*Instructional Aide
- \*Instructional Aide-Advance Path
- •Instructional Aide-Assistive Technology
- \*Instructional Aide-Automotive Technology
- •Instructional Aide-Bilingual
- \*Instructional Aide-Braille
- \*Instructional Aide-Computer Lab
- \*Instructional Aide-In-House
- Suspension
- \*Instructional Aide-PE
- Instructional Aide-Special Education
- Instructional Aide-Special Programs
- Instructional Aide-SUCCESS
- \*Instructional-Clerical Assistant-Bilingual-Spanish
- •Interpreter/Aide for the Deaf
- \*ITS Help Desk Technician
- \*ITS Help Desk Technician, Lead
- Library Coordinator
- Network Administrator
- Network Operator
- Network Specialist
- \*Nutrition Education Activities Assistant
- Office Manager
- \*PBX Operator
- \*Program Assistant
- \*Programmer Analyst I
- Programmer Analyst II
- Programmer Trainee
- Purchasing Assistant Purchasing Technician
- •Registrar
- \*Research Technician
- School Community Assistant
- **\*School Community**
- Assistant/Bilingual
- \*Secretary I
- Secretary II
- **\***Senior Clerk Typist
- Senior Community Advocate
- Senior Human Resources Assistant
- Site Leader Elementary-LEARNS
- Site Leader Secondary-LEARNS

- Speech-Language Pathology Assistant
- Staff Assistant
- Substance Abuse Intervention
- Specialist
- Technology Cluster Liaison
- •Television Producer/Director
- Therapeutic Behavioral Services Coordinator
- Transportation/Scheduler Dispatcher

#### The following classifications are inactive as of July 2014:

- -Accts Payable/Receivable Clerk
- -Associate Human Resources Analyst
- -Behavioral Health Liaison Specialist
- -Benefits Specialist
- -Bilingual Technician
- -Community Advocate
- -Data Control Clerk I
- -Early Return to Work Specialist
- -EDP Operations Specialist
- -Educational Media Assistant
- -Electronics Technician
- -Emergency Preparedness Coord.
- -Expediter/Receiving Technician
- -Health Technician RN
- -Infant Care Aide
- -Instructional Aide-Advance Path
- -Instructional Aide-Automotive Technology
- -Instructional Aide-Braille
- Instructional Aide-In-House Suspension
- Instructional Aide-PE
- Instructional Aide-SUCCESS
- Network Operator
- ITS Help Desk Technician
- ITS Help Desk Technician, Lead
- PBX Operator
- Programmer Analyst
- Programmer Analyst II
- Programmer Trainee
- Purchasing Assistant
- Secretary I
- Site Leader Elementary-LEARNS
- Site Leader Secondary-LEARNS
- Technology Cluster Liaison

#### **FRINGE BENEFITS**

The District shall provide the following fringe benefits for unit members as described in Article XXIV:

- Blue Shield Medical Insurance
- Delta Dental Insurance
- Prescription Drugs
- Unum Disability, Life and Long Term Care Insurance

OR

- Kaiser Medical Insurance
- Delta Dental Insurance
- Unum Disability, Life and Long Term Care Insurance

#### **IMPORTANT NOTE: INDUSTRIAL INJURY OR ILLNESS**

In the event of an industrial injury or illness, unit member are directed to report the incident or illness to the office manager or his/her immediate supervisor. Also, unit members are required to complete and sign the Employee's Claim for Workers' Compensation Benefits form and return it to the office manager or his/her immediate supervisor. Should you have any questions regarding your claim, please contact the District's Risk Management Unit at (626) 396-3600 x 88117.

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## **FRINGE BENEFITS**

The District shall make the following monthly coverage contributions (tenthly) as described in Article XXIV:

(a) Medical, Prescription, Dental and Life Insurance - \$1,151.64

#### Pasadena Unified School District Official Calendar for the 2013-2014 School Year

Revised 08/26/13

Mon Tue Wed Thu Fri   Mon Tue Wed Thu Fri   Mon Tue Wed Thu   Fri   Mon Tue   Fri   Total Days First Semester   Fri   Mon Tue   Fri   Mon Tue   Fri   Total Days First Semes	6 19 4 20 Nov 1 20	13 24 17 20 20											
JUN 3 - JUN 28	26 13 24 6 19 4 20 Nov 1 20 16 27 15	13 24 17 20 20											
JULY 1 - JULY 28	8 19 4 20 Nov 1 20 16 27 15 90	17 17 20 20											
Summer School	8 19 4 20 Nov 1 20 16 27 15 90	17 17 20 20											
STATE   STAT	6 19 4 20 Nov 1 20 23 16 27 15	17 20 20											
Tell School Month Aug 12 - SEP 6	6 19 4 20 Nov 1 20 23 16 27 15	17 20 20											
NUG 12 - SEP 6 (12) 13 14 15 16 19 20 21 22 23 26 27 28 29 30 3 4 5 tod School Month SEP 9 - OCT 4 9 10 11 12 13 16 17 18 19 20 23 24 25 28 27 30 1 2 3 red school Month DCT 7 - NOV 1 7 8 9 10 11 14 15 16 17 18 19 20 23 24 25 28 27 30 1 2 3 14 15 School Month DCT 7 - NOV 9 4 5 6 7 8 11 12 13 14 15 16 17 18 19 20 21 22 25 26 27 28 29 30 31 15 School Month DEC 2 - DEC 27 2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 21 22 25 26 27 28 15 School Month DEC 2 - DEC 27 2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 21 22 25 26 17 28 15 School Month DEC 30 - JAN 24 15 School Month DEC 30 - JAN 24 15 School Month DEC 30 - JAN 24 17 School Month DEC 30 - JAN 24 17 School Month DEC 30 - JAN 24 18 19 27 28 29 30 31 18 19 20 19	4 20 Nov 1 20 20 16 27 15	20											
SEP9-OCT 4 9 10 11 12 13 16 17 18 19 20 23 24 25 28 27 30 1 2 3 3 16 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	Nov 1 20 16 27 15 90	20											
OCT 7 - NOV 1	1 20 16 27 15 90												
NOV 4 - NOV 29	27 15 90	15											
DEC 2 - DEC 27 2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 28 3 4 5 6 7 10 11 12 13 14 17 18 19 20 23 20 21 22 23 24 25 26 27 28 3 4 5 6 7 10 11 12 13 14 17 18 19 20 20 20 20 20 20 20 20 20 20 20 20 20	90												
Total Days First Semester.  Sin School Month DEC 30 - JAN 24  Vin School Month JAN 27 - FEB 21  27	90	II I											
Bit School Month DEC 30 - JAN 24 Vin School Month Alan 27 - FEB 21 27 28 29 30 31 3 4 5 6 7 10 11 12 13 14 Vin School Month School Mont													
DEC 30 - JAN 24	24 14	1 0/											
AN 27 - FEB 21 27 28 29 30 31 3 4 5 6 7 10 11 12 13 14 15 18 19 20 ith School Month FEB 24 - MAR 21 24 25 26 27 28 3 4 5 6 7 10 11 12 13 14 17 18 19 20		13											
FEB 24 - MAR 21 24 25 26 27 28 3 4 5 6 7 10 11 12 13 14 17 18 19 20	21 18	18											
	21 15	15											
Oth School Month Apr													
MAR 24 - APR 18 24 25 26 27 28 3 1 2 3 4 7 8 9 10 11 14 15 16 17   Oth School Month	18 20	19											
NPR 21 - MAY 16 21 22 23 24 25 28 29 30 1 2 5 6 7 8 9 12 13 14 15	16 20	20											
MAY 19- MAY 30   19 20 21 22 23   25 27 28 29 30	9	8											
Total Days Second Semeste		357.56											
Total Days In 2013 - 2014 School Year: 186 180  SPECIAL DATES													
July 4 Independence Day (Schools & Offices Closed) Jun 12 Beginning of Summer School													
ug 5 Admission Day (Schools & Offices Closed) Jul 19 Last Day of Summer School													
tep 2 Lebor Day (Schools & Offices Closed) Jul 25 First Day for 11-Month Unit Members													
ug 22 - Sep 26 Beck-to-School Night (Minimum Day)* Aug 6 First Day for 10 1/2 Month Unit Mem	oers												
ug 22 Jefferson Aug 12 Teachers on Duty, Staff Developmen		)											
ug 29 Ellot, Marehall, & Wilson Aug 13 Teacher Driven Day, Pupil Free Day	Teacher Driven Day, Pupil Free Day # Beginning of First Semester, First Day for Students												
Longfellow, Roosevell, San Rafael, Slerra Madre MS, Oct. 18 Teachers on Duty, Staff Development	Shortened Day for Overbanked Minutes Teachers on Duty, Staff Development Day (SBCP);												
& Washington MS Parent Conference Day for Elements  tep 17 Washington ES, Webster, & Williard Nov 8-7 Rose City High School Final Exams	•												
ep 17 Washington ES, Webster, & Willard Nov 6-7 Rose City High School Final Exams - ep 18 Focus Point, PHS & Rose City Nov 26 Shortened Day for Over Banked Mini		nay .											
ep 19 Bleir & Mulr Dec 17 Shortened Day for Over Banked Mini		chools											
ep 26 PALS Dec 20 Shortened Day for Over Banked Minu													
ov 11 Veterans Day (Schools & Offices Closed) Dec 18-20 High School Final Exams - Shortener													
ov 27-29 Thanksglving Recess Dec 20 First Semester Ends													
ec 23 First Day of Winter Recess Jan 6 Staff Dev Day (SBCP); Pupil Free Da	y												
an 3 End of Winter Recess Jan 7 Beginning of Second Semester													
an 7 Students Return From Winter Recess Feb 26-26 Rose City High School Final Exams													
No. 14 Chadanad Day for Dune Popled Miles	Itas (II IIacas	Baly)											
anuary 20 Martin L. King, Jr. Day Mar 14 Shortened Day for Over Banked Mini													
ebruary 10 President Lincoln Day Mar 31 Staff Dev Day, Pupil Free Day													
ebruary 10 President Lincoln Day Mar 31 Staff Dev Day; Pupli Free Day obruary 17 President Washington Day <u>Apr 2 May 22</u> <u>Open House (Minimum Day)*</u>													
bruary 10 President Lincoln Day Mar 31 Staff Dev Day; Pupil Free Day bruary 17 President Washington Day <u>Apr 2 Mav 22 Qoen House (Minimum Dav)*</u> arch 17-21 Spring Recess Apr 2 Muir, PHS & Rose City													
bruary 10 President Lincoln Day Mar 31 Staff Dev Day; Pupil Free Day bruary 17 President Washington Day <u>Apr 2 Mav 22 Qoen House (Minimum Dav)*</u> arch 17-21 Spring Recess Apr 2 Muir, PHS & Rose City													
abruary 10 President Lincoln Day Mar 31 Staff Dev Day; Pupli Free Day abruary 17 President Washington Day Apr 2 Mav 22 Open House (Minimum Day)* arch 17-21 Spring Recess Apr 2 Muir, PHS & Rose City ay 26 Memorial Day (Schools & Offices Closed) Apr 3 PALS													
sbruary 10 President Lincoln Day Mar 31 Staff Dev Day; Pupil Free Day bruary 17 President Washington Day Apr 2 Mav 22 Open House (Minimum Day)* arch 17-21 Spring Recess Apr 2 Muir, PHS & Rose City ay 26 Memorial Day (Schools & Offices Closed) Apr 3 PALS Apr 9 Focus Point Apr 29 Altadena, Frenklin, & Jackson agend: Apr 30 Blair													
ebruary 10 President Lincoln Day Mar 31 Staff Dev Day; Pupil Free Day beruary 17 President Washington Day Apr 2 Mav 22 Open House (Minimum Dav)* arch 17-21 Spring Receas Apr 2 Muir, PHS & Rose City ay 26 Memorial Day (Schools & Offices Closed) Apr 3 PALS Apr 9 Focus Point Apr 29 Altadena, Franklin, & Jackson agend: Apr 30 Blair  = Schools are closed May 1 Ellot, Washington MS, Wilson													
sebruary 10 President Lincoln Day Mar 31 Staff Dev Day; Pupil Free Day beruary 17 President Washington Day arch 17-21 Spring Recess Apr 2 Muir, PHS & Rose City ay 26 Memorial Day (Schools & Offices Closed) Apr 3 PALS Apr 9 Focus Point Apr 29 Altadena, Franklin, & Jackson  igend; Staff Dev Days (SBCP); Pupil Free Day May 7 Madison, McKinley, Roosevelt, & Wa	-	Norma Canada											
sbruary 10 President Lincoln Day  Mar 31 Staff Dev Day, Pupil Free Day  Devaly 17 President Washington Day  Bright 17-21 Spring Recess  Apr 2 Muir, PHS & Rose City  Apr 3 PALS  Apr 9 Focus Point  Apr 29 Altedena, Frenklin, & Jackson  Apr 30 Blair  Staff Day Days (SBCP); Pupil Free Day  May 1 Ellot, Washington MS, Wilson  May 7 Medison, McKinley, Roosevelf, & Wa  Parent Conference Day  Mey 8 Cleveland, Don Benito, Field, Hamilite	n, Jefferson,												
arch 17-21 Spring Recess Apr 2 Muir, PHS & Rose City ay 26 Memorial Day (Schools & Offices Closed) Apr 3 PALS Apr 9 Focus Point Apr 20 Altadena, Franklin, & Jackson Apr 30 Blair  = Schools are closed May 1 Ellot, Washington MS, Wilson  **Staff Dev Days (SBCP); Pupil Free Day May 8 Cleveland, Don Benito, Field, Hemilite  **Franklin Day (Senose Day May 8 Cleveland, Don Benito, Field, Hemilite ***Longfellow, San Rafeel, Slerra Madre	n, Jefferson,												
arch 17-21 Spring Recess Apr 2 Muir, PHS & Rose City ay 26 Memorial Day (Schools & Offices Closed) Apr 3 PALS Apr 9 Focus Point Apr 29 Altadena, Franklin, & Jackson  agend:  Staff Dev Day; Pupil Free Day  Apr 3 PALS Apr 9 Focus Point Apr 29 Altadena, Franklin, & Jackson  Blair  Staff Dev Day; Pupil Free Day  Apr 3 PALS Apr 9 Focus Point Apr 29 Altadena, Franklin, & Jackson  Blair  Staff Dev Days (SBCP); Pupil Free Day  Apr 30 Blair  Staff Dev Days (SBCP); Pupil Free Day  Apr 30 Blair  Staff Dev Days (SBCP); Pupil Free Day  Apr 30 Blair  Staff Dev Days (SBCP); Pupil Free Day  Apr 30 Blair  Staff Dev Days (SBCP); Pupil Free Day  Apr 30 Blair  Staff Dev Days (SBCP); Pupil Free Day  Apr 30 Blair  Apr 30 Blair  Blair  Blair  Blot, Washington MS, Wilson  Cleveland, Don Berito, Flaid, Hemility  Longfellow, San Rafael, Slerra Madre  Apr 30 Blair  Staff Dev Day; Pupil Free Day  Apr 3 PALS  Apr 9 Focus Point  Apr 30 Blair  Blair  Blair  Blair  Blair  Blot, Washington MS, Wilson  Cleveland, Don Berito, Flaid, Hemility  Longfellow, San Rafael, Slerra Madre	n, Jefferson,												
sbruary 10 President Lincoln Day  Mar 31 Staff Dev Day, Pupil Free Day  Druary 17 President Washington Day  Apr 2 Muir, PHS & Rose City  Apr 3 PALS  Apr 9 Focus Point  Apr 20 Altadena, Franklin, & Jackson  Blair  Staff Day Days (SBCP); Pupil Free Day  Staff Day Days (SBCP); Pupil Free Day  Teacher Driven Day; Pupil F	on, Jefferson, o, Webster, &	Willard											
sbruary 10 President Lincoln Day  Mar 31 Staff Dev Day; Pupil Free Day  Department 17-21 Spring Recess  Apr 2 Muir, PHS & Rose City  Apr 29 Altadena, Frenklin, & Jackson  Blair  Staff Dev Days (Schools & Offices Closed)  Apr 30 Blair  Staff Day Days (SBCP); Pupil Free Day  Parent Conference Day  Frest Day for Students  May 1 Ellot, Washington MS, Wilson  May 7 Madison, McKinley, Roosevelt, & Washington MS, Wilson  May 8 Cleveland, Don Banto, Field, Hamilit  Longfellow, San Rafeel, Sierra Madre MS  Beginning of Second Semester  May 22 Marshall  S = First Day of Summer School  May 27-29 High School Final Exams - Shortened  May 27-29 High School Final Exams - Shortened	n, Jefferson, , Webster, & I Day for High	Willard											
sbruary 10 President Lincoln Day  Bar 31 Staff Dev Day; Pupil Free Day  Debruary 17 President Washington Day  arch 17-21 Spring Recess  Apr 2 Muir, PHS & Rose City  Apr 3 PALS  Apr 2 Altedens, Franklin, & Jackson  Apr 20 Altedens, Franklin, & Jackson  Blair  Staff Dev Days (SBCP); Pupil Free Day  Parant Conference Day  Frest Day for Students  Beginning of Second Semester  Beginning of Second Semester  May 27-29 High School Finel Exams - Shortened  May 27-29 High School Finel Exams - Shortened	on, Jefferson, o, Webster, & I Day for High Shortened D	. Willard h Schools Pay											
sbruary 10 President Lincoln Day  bruary 17 President Washington Day  arch 17-21 Spring Recess  Apr 2 Muir, PHS & Rose City  ay 26 Memorial Day (Schools & Offices Closed)  Apr 9 Focus Point  Apr 29 Altadens, Franklin, & Jackson  agend;  Staff Dev Days (SBCP); Pupil Free Day  Staff Dev Days (SBCP); Pupil Free Day  Parant Conference Day  First Day for Students  Beginning of Second Semester  Beginning of Second Semester  May 27-29 High School Final Exams - Shortened  May 27-29 Rose City High School Final Exams - Shortened  May 28-29 Rose City High School Final Exams - Shortened  May 28-29 Rose City High School Final Exams -	on, Jefferson, o, Webster, & I Day for High Shortened D y for Element	. Willard h Schools Pay											

## Pasadena Unified School District Official Calendar for the 2014-2015 School Year\*\*

									AUB	MER	SCHO	OL.								- 1	Teacher Work Days	Student Days
	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri		
Summer School JUN 2 - JUN 27	Jun 2	3	S 4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	15	15
Summer School JUN 30 - JULY 25	30	JUL 1	2	3	A.	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	9	9
Summer School JULY 28 - AUG 14	28	29	30	31	AUG 1	4	5	6	7	8											0	0
						-			FIF	IST SE	MEST	ER					1	Total D	ays:		24	24
1st School Month AUG 11 - SEP 5	11	12	13 (	<u> </u>	# 15	A 18	19	20	21	22	25	26	27	28	29	Sep 1	2	3	4	5	16	14
2nd School Month SEP 8 - OCT 3	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	OCT 1	2	3	20	20
3rd School Month OCT 6 - OCT 31	6	7	В	8	10	13	14	15	16		20	21	SS	23	24	27	28	29	30	31	20	19
4th School Morrin NOV 3 - NOV 28	Nov 3	4	5	6	7	10		12	13	14	17	18	19	20	21	1	25	28	27	28	14	14
5th School Month DEC 1 - DEC 26	Dec 1	2	3	4	5	8	9	10	11	12	15	16	17	16	19	2	20	24	25	26	15	15
								-						Tota	Day	Firat !	Samos	tor:			85	62
6th School Month DEC 29 - JAN 23	2	30	31	i,		Jan 5	B 6	7	8	9	12	13	14	15	16	19	20	21	22	23	14	13
7th School Month JAN 26 - FEB 20	26	27	26	29	30	Feb 2	3	4	5	6	9	10	11	12	13	li	17	18	19	20	18	18
Bth School Month FEB 23 - MAR 20	23	24	25	26	27	Mar 2	3	4	5	6	9	10	11	12	13	16	17	18.	10	20	15	15
9th School Month MAR 23 - APR 17	23	24	25	26	27	30	<u> 31</u> )	Apr 1	2	3	6	7	8	9	10	13	14	15	16	17	20	19
10th School-Month APR 20 -MAY 15	20	21	22	23	24	27	28	29	30	May 1	4	5	6	7	8	11	12	13	14	15	20	20
11th School Morth MAY 18 - JUN 12	18	19	20	21	22	25	26	27	28	29	Jun 1	2	3		# 5	В	9	10	11	12	14	13
				7										Total				d Sem 5 Scho		r.	101 186	98 180

				10101 0093 111 2014 - 2016 0011001 1001
	Ÿ.	SPI	ECIAL DA	ATES
July 4	independence Day (Schools & Offices Closed)	Jun	4	Beginning of Summer School
Aug 8	Admission Day (Schools & Offices Closed)	Jul	11	Last Day of Summer School
Sep 1	Labor Day (Schoole & Offices Closed)	Jul	30	First Day for 11-Month Unit Members
Aug 27-Oct 2	Back-to-School Night (Minimum Day)	Aug	11	First Day for 10 1/2 Month Unit Members
Aug 27	Jefferson	Aug	14	Teachers on Duty, Staff Develop Day (SBCP) Pupil Free Day #
Sep 10	Ellot, Focus Point & Marshall	Aug	15	Teacher Driven Day, Pupil Free Day #
Sep 11	Slerra Madre MS, Washington MS & Wilson	Aug	18	Beginning of First Semester, First Day for Students
Sep 16	Norma Coombs, Don Benito, Madison & Sierra Madre ES	Oct	17	Statt Develop, Day (SBCP) for High Schools, Pupil Free Day #
Sep 17	Alladena, Cleveland, Fleid, Franklin, Hamilton, Jackson			Parent Conference Day for Elementary & Middle Schools;
	Longfellow, McKinley, Roosevelt	Nov	12-13	Rose City Final Exams - Shortened Day for Rose City
Sep 18	PALS, San Rafael, Washington ES, Webster, & Willard	Dec	16	Shortened Day for Over Banked Minutes High Schools
Oct 1	PHS & Rose City	Dec	19	Shortened Day for Over Banked Minutes (K-8)
Oct 2	Blair & Mulr	Dec	17-19	High School Final Exams - Shortened Day for High Schools
Nov 11	Veterans Day (Schools & Offices Closed)	Dec	19	First Semester Ends
Nov 24-28	Thanksgiving Recess	Jan	5	Staff Dev Day (SBCP); Pupil Free Day
Dec 22	First Day of Winter Recess	Jan	6	Beginning of Second Semester
Jan 2	End of Winter Recess	Mar	3-4	Rose City Final Exams - Shortened Day for Rose City
Jan 6	Students Return From Winter Recess	Mar	13	Shortened Day for Over Banked Minutes (if necessary)
Jan 19	Martin L. King, Jr. Day (Schools & Offices Closed)	Mar	31	Staff Dev Day; Pupil Free Day
Feb 13	Lincoln's Birthday (Schools & Offices Closed)	Jun	2-4	High School Final Exams - Shortened Day for High Schools
Feb 18	Presidents Day (Schools & Offices Closed)	Jun	3-4	Rose City Final Exams - Shortened Day for Rose City
Mar 16-20	Spring Recess	Jun	4	Last Day for Students - Shortened Day
Apr 1-May 7	Open House (Minimum Day)	Jun	5	Last Day for Teachers, Teacher Driven Day, Pupil Free Day #
Apr 1	Mulr, PHS & Rose City	Jun	16	Last Day for 10 1/2 & 11 month Unit Members
Apr 2	PALS			
Apr 8	Focus Point			Legend:

13.3

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В

= Schools are closed

= Parent Conference Day

= First Day for Students

= School Holiday

= Staff Dev Days (SBCP); Pupil Free Day

= Teacher Driven Day; Pupil Free Day

= Beginning of Second Semester

= First Day of Summer School

Apr 29

Арг 30

May 5

May 6

May 7

May 25

Blair & Marshall

Alladena, Franklin, & Jackson

Eliot, Sierra Madre MS, Washington MS, Wilson

Memorial Day (Schools & Offices Closed)

Norma Coombs, Don Benito, Field, Hamilton, Jefferson

Longfellow, San Rafael, Sierra Madre ES, Webster & Willard

Cleveland, Madison, McKinley, Roosevelt, & Washington Elementary

#### Pasadena Unified School District Official Calendar for the 2015-2016 School Year\*\*

									SUN	MER	sсно	OL.									Teacher Work Days	Student
	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Frl	Mon	Tue	Wed	Thu	Fri	Mon	Тие	Wad	Thu	Fri		
Summer School	Jun						-	S													-	
JUN 1 - JUN 26	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	28	11	11
Summer School JUN 29 - JULY 24	29	30	Jul 1	2	31	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	13	13
Summer School					La constant	Aug				機器						_				_		
JULY 27 - AUG 7	27	28	29	30	31	3	4	5	6													1
									FIF	STS	MEST	ER						Total C	ays:		24	24
1st School Month AUG10 - SEP 4	Aug 10	11	12	<b>(13)</b>	# 14	A 17	18	19	20	21	24	25	26	27	26	31	Sep 1	2	3	4	17	15
2nd School Month SEP 7 - OCT 2		8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	Oct 1	2	19	19
3rd School Month OCT 5 - OCT 30	5	6	7	6	9	12	13	14	15	<u>(16)</u>	19	20	21	22	23	26	27	28	29	30	20	19
4lh School Month NOV 3 - NOV 27	Nov 3	3	4	5	6	9	10	14	12	13	16	17	18	19	20	123	94	25		100 M	14	14
5th School Month	1	Dec				Ť		finite Color			-10					No. of the					- 1-7	- 17
NOV 30 - DEC 25	30	1	2	3	4	7	8	9	10	11	14	16	16	17	18	21	27	23	24	-25	15	15
5th School Month DEC 28 - JAN 1	28	29	30	31	Jan					15								10(00			0	0
MARKET THE	150 MOSE	Co-cook	100	S. S	SCHOOL SHIP	1			_	-		_		Talk	d Dave	First	Roman	don			85	82
6th School Month	T	В	_		-	_	_	_	-		V00007/4		_	100	и глау	a First	CHILIPS	101.	_		80	02
JAN 4 - JAN 29	(D)	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	19	18
7th School Month	Feb										RESERVE TO SERVE TO S											
FEB 1 - FEB 26	1	2	3	_4_	5	8	9	10	11	123	15	16	17	18	19	22	23	24	25	26	18	18
8th School Month FEB 29 - MAR 25	29	Mar 1	2	3	4	7	B	9	10	11	14	15	16	17	18	21	22	23	24	25	15	15
9th School Month					Apr										august 1000							
MAR 28 - APR 22	28	29	30	<u>ad</u>	_1_	4	5	6	7	6	11	12	13	14	15	18	19	20	21	22	20	19
10th School Month APR 25 -MAY 20	25	26	27	28	29	May 2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	20	20
11th School Month	1					<b>建</b>		Jun		#												
MAY 23 - JUN 17	23	24	25	26	27	E30	31	1	2	3	6	7	8	9	10	13	14	15	16	17	9	8
														Total I				d Sem 5 Soho			101 186	98 160
-											SPE	CIAL			•						•	
Jul 3	Indepe	Independence Day (Schools & Offloes Closed)  Jun 10 Beginning of Summer School																				
Aug 7	Admiss	Admission Day (Schools & Offices Closed) Ju												_	-	Summe						
Sep 7	Admission Day (Schools & Offices Closed)  Labor Day (Schools & Offices Closed)  July 29  First Day for 11-N															bers						
Aug 26 - Oct 1		Back-to-School Night (Minimum Day)  Aug 10 First Day for 10 1/2 Month Unit Members																				
	Jadfann.						-				_	4.0			•						- "-	

		SPECIAL DATES	
Jul 3	Independence Day (Schools & Offices Closed)	Jun 10 Beginning of Summer	School
Aug 7	Admission Day (Schools & Offices Closed)	July 17 Last Day of Summer	School
Sep 7	Labor Day (Schools & Offices Closed)	July 29 First Day for 11-Month	h Unit Members
Aug 26 - Oct 1	Back-to-School Night (Minimum Day)	Aug 10 First Day for 10 1/2 M	Ionth Unit Members
Aug 20	Jefferson	Aug 13 Teachers on Duly, Str	aff Develop Day (SBCP) Pupil Free Day#
Sep 9	Eliot & Marshall	Aug 14 Teacher Driven Day, I	Pupil Free Day #
Sep 10	Sierra Madre MS, Washington MS, & Wilson	Aug 17 Beginning of First Sen	nester, First Day for Students
Sep 16	Cleveland, Norma Coombs, Don Benito, Franklin	Oct 16 Staff Develop, Day (S	BCP) for High Schools, Pupil Free Day #
	Hamilton, Jackson, Longfellow, Madison, Roosevett	Oct 16 Parent Conference Da	ay for Elementary & Middle Schools;
	& Sierra Madre ES	Dec 15 Shortened Day for Ov	er Banked Minutes (9-12)
Sep 17	Altadena, Field, McKinley, San Rafael, Washington ES,	Dec 16-18 High School Final Exa	ms - Shorlened Day for High Schools
	Webster & Willard	Deo 18 Shortened Day for Ov	er Banked Minutes (K-8)
Sep 24	Blair, Focus Point, PHS & Rose City	Dec 18 Fall Semester Ends	
Oct 1	Mulr & PALS		
Nov 11	Veterans Day (Schools & Offices Closed)	Jan 4 Staff Dev Day (SBCP)	); Pupil Free Day
Nov 23-27	Thanksgiving Recess	Jan 5 First day of Second Se	emester
Dec 21	First Day of Winter Recess	Mar 11 Shortened Day for Ove	er Banked Minutes (if necessary)
Jan 1	End of Winter Recess	Mar 31 Staff Dev Day; Pupil F	res Day
Jan 5	Students Return From Winter Recess	May 31-Jun 2 High School Final Exe	ms - Shorlened Day for High Schools
Jan 18	Martin L. King, Jr. Day (Schools & Offices Closed)	Jun 2 Last Day for students	- Shortened Day
Feb 12	Lincoln's Birthday (Schools & Offices Closed)	Jun 3 Last Day for Teachers	, Teacher Driven Day, Pupil Free Day#
Feb 15	Presidents Day (Schools & Offices Closed)	Jun 14 Last Day for 10 1/2 &	11 month Unit Members
Mar 14-18	Spring Recess		
Mar 30 - May 25	Open House (Minimum Day)		

= Schools are closed

= Parent Conference Day

= First Day for Students

= Staff Dev Days (SBCP); Pupil Free Day

= Teacher Driven Day; Pupil Free Day

= Beginning of Second Semester

≠ First Day of Summer School = School Holiday

Muir, PALS, PHS & Rose City

Eliot, Washington MS, Wilson

Cleveland, Madison, Roosevelt, & Washington ES

Jefferson, Longfelllow, McKinley, San Rafael,

Sierra Madre ES, Webster & Willard

Memorial Day (Schools & Offices Closed)

Altadena, Norma Coombs, Don Benito, Field, Hamilton,

Focus Point

Blair & Marshall

Sierra Madre MS

Franklin, & Jackson

Mar 30

Apr 6

Apr 27

Apr 28

Мау 3

May 4

May 5

May 25

May 30

SCS AW

\*Key:

a) 75% or more, other than Instructional Aides

b) Less than 75%, other than Instructional Aides

c) 75% or more, Instructional Aides

d) Less than 75%, Instructional Aides

			Hourly	Salary Steps						
	TITLE		Equiv.							
PAGE OF THE PAGE O	CODE	RANGE		1	2	3	4	_5	6	7
POSITION TITLE	CODE	ITAIGOL	3145 2							
Accounts Payable Specialist	117	34	a) 18.34	3,179	3,339	3,508	3,688	3,874	4,073	4,154
Accounts Fugues appearance			b) 19.84	3,438	3,607	3,795	3,982	4,188	4,397	4,484
Accounts Payable/Receivable Clerk	111	24	a) 14.35	2,486	2,612	2,743	2,880	3,027	3,179	3,242
,			b) 15.48	2,684	2,823	2,962	3,116	3,272	3,438	3,507
Application Support Assistant	342	36	a) 19.26	3,339	3,508	3,688	3,874	4,073	4,277	4,362
The state of the s			b) 20.82	3,607	3,795	3,982	4,188	4,397	4,621	4,713
ASB Bookkeeper	113	28	a) 15.82	2,743	2,880	3,027	3,179	3,339	3,508	3,579
			b) 17.10	2,962	3,116	3,272	3,438	3,607	3,795	3,871
Assessment Center - Data Technician	283	32	a) 17.46	3,027	3,179	3,339	3,508	3,688	3,874	3,951
			b) 18.88	3,272	3,438	3,607	3,795	3,982	4,188	4,271
Assessment Center Technician	284	21	a) 13.32	2,309	2,423	2,546	2,676	2,813	2,955	3,014
			b) 14.41	2,496	2,620	2,752	2,892	3,039	3,187	3,251
Associate Human Resources Analyst	323	44	a) 23.51	4,073	4,277	4,494	4,720	4,960	5,212	5,317
			b) 25.38	4,397	4,621	4,855	5,103	5,361	5,630	5,742
Behavioral Health Administrative Services Coordinator	864	35	a) 18.82	3,263	3,424	3,599	3,779	3,973	4,172	4,255
			b) 20.33	3,525	3,700	3,887	4,083	4,295	4,508	4,599
Behavioral Health Liaison Specialist	862	31	a) 17.05	2,955	3,101	3,263	3,424	3,599	3,779	3,854
			b) 18.39	3,187	3,355	3,525	3,700	3,887	4,083	4,164
Behavioral Interventionist-Applied Behavior Analysis	861	29	a) 16.23	2,813	2,955	3,101	3,263	3,424	3,599	3,671
			b) 17.53	3,039	3,187	3,355	3,525	3,700	3,887	3,967
Benefits Specialist	841	34	a) 18.34	3,179	3,339	3,508	3,688	3,874	4,073	4,154
			b) 19.84	3,438	3,607	3,795	3,982	4,188	4,397	4,484
Benefits Technician	840	26	a) 15.06	2,612	2,743	2,880	3,027	3,179	3,339	3,406
			b) 16.28	2,823	2,962	3,116	3,272	3,438	3,607	3,680
Bilingual Technician	174	31	a) 17.05	2,955	3,101	3,263	3,424	3,599	3,779	3,854
			b) 18.39	3,187	3,355	3,525	3,700	3,887	4,083	4,164

\*Key:

a) 75% or more, other than Instructional Aides

b) Less than 75%, other than Instructional Aides

c) 75% or more, Instructional Aides

d) Less than 75%, Instructional Aides

Hourly   Figure   F
POSITION TITLE         CODE         RANGE Step 1         1         2         3         4         5         6         7           Braille Transcriber         269         34         a) 18.34         3,179         3,339         3,508         3,688         3,874         4,073         4,154           Buyer         206         37         a) 19.76         3,424         3,599         3,779         3,972         4,188         4,397         4,484           Case Manager/Healthy Start         427         23         a) 13.99         2,423         2,546         2,676         2,813         2,955         3,101         3,163
Braille Transcriber  269 34 a) 18.34 3,179 3,339 3,508 3,688 3,874 4,073 4,154 b) 19.84 3,438 3,607 3,795 3,982 4,188 4,397 4,484  Buyer  206 37 a) 19.76 b) 21.35 3,700 3,887 4,083 4,295 4,508 4,739 4,834  Case Manager/Healthy Start  427 23 a) 13.99 2,423 2,546 2,676 2,813 2,955 3,101 3,163
Buyer 206 27 23 23 21.399 2,423 2,546 2,676 2,813 2,955 3,101 3,163 2,488 2,397 4,488 4,397 4,484 2,48
Case Manager/Healthy Start 427 23 a) 13.99 2,423 2,546 2,676 2,813 2,955 3,101 3,163
Case Manager/Healthy Start 427 23 a) 13.99 2,423 2,546 2,676 2,813 2,955 3,101 3,163
b) 21.35 3,700 3,887 4,083 4,295 4,508 4,739 4,834  Case Manager/Healthy Start 427 23 a) 13.99 2,423 2,546 2,676 2,813 2,955 3,101 3,163
and manager/meaning each
and manager/meaning each
Ceramic Lab Technician 245 16 a) 11.76 2,039 2,142 2,247 2,366 2,486 2,612 2,665
b) 12.72 2,205 2,313 2,430 2,555 2,684 2,823 2,879
Child Welfare & Attendance Worker 280 31 a) 17.05 2,955 3,101 3,263 3,424 3,599 3,779 3,854
b) 18.39 3,187 3,355 3,525 3,700 3,887 4,083 4,164
Children's Services Assistant I 251 7 a) 9.61 1,667 1,749 1,835 1,929 2,028 2,135 2,177
b) 10.40 1,804 1,891 1,987 2,089 2,193 2,304 2,349
Children's Services Assistant II 248 11 a) 10.58 1,835 1,929 2,028 2,135 2,238 2,355 2,402
b) 11.46 1,987 2,089 2,193 2,304 2,421 2,545 2,596
Classified Personnel Technician 624 26 a) 15.06 2,612 2,743 2,880 3,027 3,179 3,339 3,406
b) 16.28 2,823 2,962 3,116 3,272 3,438 3,607 3,680
Clerk 386 12 a) 10.66 1,849 1,941 2,039 2,142 2,247 2,366 2,413
b) 11.53 1,998 2,097 2,205 2,313 2,430 2,555 2,608
Clerk Typist 811 18 a) 12.36 2,142 2,247 2,366 2,486 2,612 2,743 2,797
b) 13.34 2,313 2,430 2,555 2,684 2,823 2,962 3,022
College & Career Center Technician 642 24 a) 14.35 2,486 2,612 2,743 2,880 3,027 3,179 3,242
b) 15.48 2,684 2,823 2,962 3,116 3,272 3,438 3,507
Community Advocate 240 23 a) 13.99 2,423 2,546 2,676 2,813 2,955 3,101 3,163
b) 15.12 2,620 2,752 2,892 3,039 3,187 3,355 3,422
Community Liaison Specialist 279 31 a) 17.05 2,955 3,101 3,263 3,424 3,599 3,779 3,854
b) 18.39 3,187 3,355 3,525 3,700 3,887 4,083 4,164
Community Liaison Specialist Bilingual 276 31 a) 17.05 2,955 3,101 3,263 3,424 3,599 3,779 3,854
b) 18.39 3,187 3,355 3,525 3,700 3,887 4,083 4,164 <sub>2</sub>

a) 75% or more, other than Instructional Aides

b) Less than 75%, other than Instructional Aides

c) 75% or more, Instructional Aides

d) Less than 75%, Instructional Aides

			Hourly	Salary Steps						
	TITLE		Equiv.							
POSITION TITLE	CODE	RANGE	Step 1	1	2	3	4	5	6	7
Computer Learning Specialist	287	22	a) 13.65	2,366	2,486	2,612	2,743	2,880	3,027	3,088
			b) 14.74	2,555	2,684	2,823	2,962	3,116	3,272	3,338
Constantial Constant Constaller	614	44	a) 23.51	4,073	4,277	4,494	4,720	4,960	5,212	5,317
Credential Services Specialist	014	44	b) 25.38	4,397	4,621	4,855	5,103	5,361	5,630	5,742
			4,	,,	,,	,,,,,	,	,	,	
Data Control Clerk-Reg	316	24	a) 14.35	2,486	2,612	2,743	2,880	3,027	3,179	3,242
			b) 15.48	2,684	2,823	2,962	3,116	3,272	3,438	3,507
Data Control Clerk I	338	28	a) 15.82	2,743	2,880	3,027	3,179	3,339	3,508	3,579
			b) 17.10	2,962	3,116	3,272	3,438	3,607	3,795	3,871
	2.40	22	-) 47 46	2.027	2.170	2 220	2 500	3 600	2.074	3,951
Data Control Technician	340	32	a) 17.46 b) 18.88	3,027 3,272	3,179 3,438	3,339 3,607	3,508 3,795	3,688 3,982	3,874 4,188	4,271
			U) 10.00	3,212	3,430	3,007	3,733	3,302	4,100	7,211
District Registrar	325	28	a) 15.82	2,743	2,880	3,027	3,179	3,339	3,508	3,579
			b) 17.10	2,962	3,116	3,272	3,438	3,607	3,795	3,871
District Security Officer	855	27	a) 15.44	2,676	2,813	2,955	3,101	3,263	3,424	3,492
			b) 16.69	2,892	3,039	3,187	3,355	3,525	3,700	3,775
District Translator/Interpreter	175	34	a) 18.34	3,179	3,339	3,508	3,688	3,874	4,073	4,154
			b) <b>1</b> 9.84	3,438	3,607	3,795	3,982	4,188	4,397	4,484
5   5   1   1   1   1   1   1   1   1	820	46	2) 24 69	4 277	4.404	4,720	4,960	5,212	5,478	5,587
Early Return to Work Specialist	839	46	a) 24.68 b) 26.67	4,277 4,621	4,494 4,855	5,103	5,361	5,630	5,917	6,037
			B) 20.07	7,021	4,000	3,103	3,301	3,030	3,31.	0,000
EDP Operations Specialist	347	40	a) 21.28	3,688	3,874	4,073	4,277	4,494	4,720	4,815
·			b) 22.99	3,982	4,188	4,397	4,621	4,855	5,103	5,205
Educational Media Assistant	361	16	a) 11.76	2,039	2,142	2,247	2,366	2,486	2,612	2,665
			b) 12.72	2,205	2,313	2,430	2,555	2,684	2,823	2,879
Eligibility Technician	615	26	a) 15.06	2,612	2,743	2,880	3,027	3,179	3,339	3,406
			b) 16.28	2,823	2,962	3,116	3,272	3,438	3,607	3,680
Emorgancy Prenaredness Coordinator	51	46	a) 24.68	4,277	4,494	4,720	4,960	5,212	5,478	5,587
Emergency Preparedness Coordinator	71	40	b) 26.67	4,621	4,855	5,103	5,361	5,630	5,917	6,037
				,						

\*Key:

a) 75% or more, other than Instructional Aides

b) Less than 75%, other than Instructional Aides

c) 75% or more, Instructional Aides

d) Less than 75%, Instructional Aides

			Hourly	Salary Steps						
	TITLE		Equiv.							
POSITION TITLE	CODE	RANGE	Step 1	1	2	3	4	_5		7
Expediter/Receiving Technician	501	30	a) 16.64	2,880	3,027	3,179	3,339	3,508	3,688	3,762
			b) 17.99	3,116	3,272	3,438	3,607	3,795	3,982	4,062
Family Advocate/Healthy Start	428	18	a) 12.36	2,142	2,247	2,366	2,486	2,612	2,743	2,797
			b) 13.34	2,313	2,430	2,555	2,684	2,823	2,962	3,022
Fiscal Services Technician	116	30	a) 16.64	2,880	3,027	3,179	3,339	3,508	3,688	3,762
			b) 17.99	3,116	3,272	3,438	3,607	3,795	3,982	4,062
Food Service Program Technician	231	44	a) 23.51	4,073	4,277	4,494	4,720	4,960	5,212	5,317
			b) 25.38	4,397	4,621	4,855	5,103	5,361	5,630	5,742
Health Assistant - LVN	431	35	a) 18.82	3,263	3,424	3,599	3,779	3,973	4,172	4,255
			b) 20.33	3,525	3,700	3,887	4,083	4,295	4,508	4,599
Health Clerk	432	18	a) 12.36	2,142	2,247	2,366	2,486	2,612	2,743	2,797
			b) 13.34	2,313	2,430	2,555	2,684	2,823	2,962	3,022
Health Technician - RN	426	42	a) 22.35	3,874	4,073	4,277	4,494	4,720	4,960	5,059
			b) 24.15	4,188	4,397	4,621	4,855	5,103	5,361	5,469
Human Resources Assistant	613	20	a) 12.98	2,247	2,366	2,486	2,612	2,743	2,880	2,939
			b) 14.02	2,430	2,555	2,684	2,823	2,962	3,116	3,179
Human Resources Position Control Technician	617	34	a) 18.34	3,179	3,339	3,508	3,688	3,874	4,073	4,154
			b) 19.84	3,438	3,607	3,795	3,982	4,188	4,397	4,484
Infant Care Aide	247	16	a) 11.98	2,078	2,186	2,295	2,415	2,538	2,666	2,719
			b) 12.98	2,247	2,361	2,479	2,607	2,743	2,877	2,934
Instructional Aide	394	11	a) 10.58	1,835	1,929	2,028	2,135	2,238	2,355	2,402
			b) 11.46	1,987	2,089	2,193	2,304	2,421	2,545	2,596
Instructional Aide/Advance Path	288	22	a) 13.65	2,366	2,486	2,612	2,743	2,880	3,027	3,088
			b) 14.74	2,555	2,684	2,823	2,962	3,116	3,272	3,338
Instructional Aide/Assistive Tech	405	21	a) 13.59	2,355	2,469	2,593	2,722	2,858	3,001	3,061
			b) 14.68	2,545	2,676	2,809	2,949	3,097	3,252	3,317
Instructional Aide/Automotive Technology	391	18	a) 12.61	2,186	2,295	2,415	2,538	2,666	2,794	2,851
manageronal Andel Antoniotive Technology			b) 13.62	2,361	2,479	2,607	2,743	2,877	3,025	3,086 4
									ı	rev 12-2014

\*Key:

a) 75% or more, other than Instructional Aides

b) Less than 75%, other than Instructional Aides

c) 75% or more, Instructional Aides

d) Less than 75%, Instructional Aides

			Hourly	Salary Steps						
	TITLE		Equiv.							
POSITION TITLE	CODE	RANGE	Step 1	1	2	3	4	5	6	7
Instructional Aide/Bilingual	381	13	a) 11.15	1,929	2,028	2,135	2,238	2,355	2,469	2,517
			b) 12.06	2,089	2,193	2,304	2,421	2,545	2,676	2,730
Instructional Aide/Braille	267	24	a) 14.63	2,538	2,666	2,794	2,939	3,086	3,242	3,307
			b) 15.82	2,743	2,877	3,025	3,177	3,338	3,504	3,574
Instructional Aide/Computer Lab	286	20	a) 13.25	2,295	2,415	2,538	2,666	2,794	2,939	2,997
			b) 14.31	2,479	2,607	2,743	2,877	3,025	3,177	3,240
Instructional Aide/In-House Suspension	393	11	a) 10.58	1,835	1,929	2,028	2,135	2,238	2,355	2,402
			b) 11.46	1,987	2,089	2,193	2,304	2,421	2,545	2,596
						2 222	0.405	2 222	2.755	2.402
Instructional Aide/PE	395	11	a) 10.58	1,835	1,929	2,028	2,135	2,238	2,355	2,402
			b) 11.46	1,987	2,089	2,193	2,304	2,421	2,545	2,596
	265	40	-) 12 61	2.100	2 205	2.415	2 520	2 666	2,794	2,851
Instructional Aide/Special Education	265	18	a) 12.61	2,186 2,361	2,295 2,479	2,415 2,607	2,538 2,743	2,666 2,877	3,025	3,086
			b) 13.62	2,301	2,473	2,007	2,743	2,077	3,023	3,000
Instructional Aide/Special Program	289	22	a) 13.65	2,366	2,486	2,612	2,743	2,880	3,027	3,088
instructional Alue/special Flogram	203	22	b) 14.74	2,555	2,684	2,823	2,962	3,116	3,272	3,338
			2, 2	2,000	_,	_,	_,	-,	-,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Instructional Aide/SUCCESS	249	11	a) 10.58	1,835	1,929	2,028	2,135	2,238	2,355	2,402
			b) <b>11</b> .46	1,987	2,089	2,193	2,304	2,421	2,545	2,596
Instructional/Clerical Assistant/Bilingual	382	18	a) 12.61	2,186	2,295	2,415	2,538	2,666	2,794	2,851
			b) 13.62	2,361	2,479	2,607	2,743	2,877	3,025	3,086
Interpreter/Aide for the Deaf	403	24	a) 14.63	2,538	2,666	2,794	2,939	3,086	3,242	3,307
			b) 15.82	2,743	2,877	3,025	3,177	3,338	3,504	3,574
ITS Help Desk Technician	356	41	a) 21.81	3,779	3,973	4,172	4,385	4,607	4,840	4,937
			b) 23.56	4,083	4,295	4,508	4,739	4,977	5,227	5,331
ITS Help Desk Technician, Lead	357	45	a) 24.07	4,172	4,385	4,607	4,840	5,086	5,340	5,447
			b) 26.02	4,508	4,739	4,977	5,227	5,494	5,773	5,889
LEARNS Program Specialist	335	34	a) 18.34	3,179	3,339	3,508	3,688	3,874	4,073	4,154
			b) 19.84	3,438	3,607	3,795	3,982	4,188	4,397	4,484

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c) 75% or more, Instructional Aides

d) Less than 75%, Instructional Aides

			Hourly							
	TITLE		Equiv.							
POSITION TITLE	CODE	RANGE	Step 1	1	2	3	4	5	6	7
Library Coordinator	422	23	a) 13.99	2,423	2,546	2,676	2,813	2,955	3,101	3,163
,			b) 15.12	2,620	2,752	2,892	3,039	3,187	3,355	3,422
Limited Term-Substitute Clerical Worker	388	12								
			b) 11.53							
Network Administrator	348	38	a) 20.25	3,508	3,688	3,874	4,073	4,277	4,494	4,582
			b) 21.90	3,795	3,982	4,188	4,397	4,621	4,855	4,951
Network Operator	343	34	a) 18.34	3,179	3,339	3,508	3,688	3,874	4,073	4,154
			b) 19.84	3,438	3,607	3,795	3,982	4,188	4,397	4,484
						F 005	E 340	r (12	F 900	6,016
Network Specialist	890	49	a) 26.58	4,607	4,840	5,086	5,340	5,612	5,899 6,370	6,498
			b) 28.72	4,977	5,227	5,494	5,773	6,067	0,570	0,430
		20	\40.00	2 247	2 266	2,486	2,612	2,743	2,880	2,939
Nutrition Education Activities Assistant	504	20	a) 12.98	2,247	2,366	2,486	2,823	2,962	3,116	3,179
			b) 14.02	2,430	2,555	2,084	2,023	2,502	3,110	0,215
	222	20	a) 15.82	2,743	2,880	3,027	3,179	3,339	3,508	3,579
Office Manager	333	28	b) 17.10	2,743	3,116	3,272	3,438	3,607	3,795	3,871
			b) 17.10	2,302	3,110	3,272	9, 155	5,55.	-,	
	612	18	a) 12.36	2,142	2,247	2,366	2,486	2,612	2,743	2,797
PBX Operator	012	10	b) 13.34	2,313	2,430	2,555	2,684	2,823	2,962	3,022
			-,	-,	ŕ					
Program Assistant	334	24	a) 14.35	2,486	2,612	2,743	2,880	3,027	3,179	3,242
Program Assistant			b) 15.48	2,684	2,823	2,962	3,116	3,272	3,438	3,507
Programmer Analyst I	354	42	a) 22.35	3,874	4,073	4,277	4,494	4,720	4,960	5,059
1,08,0,000			b) 24.15	4,188	4,397	4,621	4,855	5,103	5,361	5,469
Programmer Analyst II	345	44	a) 23.51	4,073	4,277	4,494	4,720	4,960	5,212	5,317
			b) 25.38	4,397	4,621	4,855	5,103	5,361	5,630	5,742
Programmer Trainee	355	32	a) 17.46	3,027	3,179	3,339	3,508	3,688	3,874	3,951
			b) 18.88	3,272	3,438	3,607	3,795	3,982	4,188	4,271
Purchasing Assistant	639	22	a) 13.65	2,366	2,486	2,612	2,743	2,880	3,027	3,088
			b) 14.74	2,555	2,684	2,823	2,962	3,116	3,272	3,338

\*Key:

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b) Less than 75%, other than Instructional Aides

c) 75% or more, Instructional Aides

d) Less than 75%, Instructional Aides

Marie   Mari				Hourly			Sa	lary Steps			
Purchasing Technician   638   24		TITLE		Equiv.							
	POSITION TITLE	CODE	RANGE	Step 1	1	2		4		6	
Registrar	Purchasing Technician	638	24	a) 14.35	2,486	2,612	2,743	2,880	3,027	3,179	3,242
Research Technician  670	•			b) 15.48	2,684	2,823	2,962	3,116	3,272	3,438	3,507
	Registrar	651	26	a) 15.06	2,612	2,743	2,880	3,027	3,179	3,339	3,406
Secretary				b) 16.28	2,823	2,962	3,116	3,272	3,438	3,607	3,680
School Community Assistant         688         18         a) 12.36         2,142         2,247         2,366         2,486         2,612         2,743         2,797           School Community Assistant Bilingual         689         18         a) 12.36         2,142         2,247         2,366         2,486         2,612         2,743         2,797           School Community Assistant Bilingual         689         18         a) 12.36         2,142         2,247         2,366         2,486         2,612         2,743         2,792         3,022           Secretary I         694         22         a) 13.65         2,366         2,486         2,612         2,743         2,802         3,027         3,088           Secretary II         120         28         a) 15.82         2,743         2,800         3,027         3,139         3,508         3,579         3,871           Senior Cierk Typist         814         22         a) 13.65         2,366         2,486         2,612         2,743         2,800         3,027         3,088           Senior Cierk Typist         814         22         a) 13.65         2,366         2,486         2,612         2,743         2,80         3,027         3,088	Research Technician	670	42	a) 22.35	3,874	4,073	4,277	4,494	4,720	4,960	5,059
Secretary				b) 24.15	4,188	4,397	4,621	4,855	5,103	5,361	5,469
Seriestary	School Community Assistant	688	18	a) 12.36	2,142	2,247	2,366	2,486	2,612	2,743	2,797
Secretary				b) 13.34	2,313	2,430	2,555	2,684	2,823	2,962	3,022
Secretary I         694         22         a) 13.65         2.36         2.486         2.612         2.743         2.880         3.027         3.088           Secretary II         120         28         a) 15.82         2.743         2.880         3.027         3.16         3.272         3,338           Senior Clerk Typist         814         22         a) 13.65         2.366         2.486         2.612         2.743         3.830         3.027         3.795         3.871           Senior Clerk Typist         814         22         a) 13.65         2.366         2.486         2.612         2.743         2.880         3.027         3.788         3.607         3.795         3.871           Senior Clerk Typist         814         22         a) 13.65         2.366         2.486         2.612         2.743         2.880         3.027         3.088           Senior Community Advocate         241         31         a) 17.05         2.955         3.101         3.263         3.424         3.599         3.779         3.680           Senior Human Resources Assistant         719         26         a) 15.06         2.612         2.743         2.880         3.027         3.438         3,607         3.680<	School Community Assistant Bilingual	689	18	a) 12.36	2,142	2,247	2,366	2,486	2,612	2,743	2,797
Secretary   Secr				b) 13.34	2,313	2,430	2,555	2,684	2,823	2,962	3,022
Secretary II         120         28         a) 15.82 b) 17.1	Secretary I	694	22	a) 13.65	2,366	2,486	2,612	2,743	2,880	3,027	3,088
Senior Clerk Typist  814  22  31 13.65  3,101  3,272  3,438  3,607  3,795  3,871  3,87				b) 14.74	2,555	2,684	2,823	2,962	3,116	3,272	3,338
Senior Clerk Typist         814         22         a) 13.65         2,366         2,486         2,612         2,743         2,880         3,027         3,088           Senior Community Advocate         241         31         a) 17.05         2,955         2,684         2,823         2,962         3,116         3,272         3,338           Senior Human Resources Assistant         719         26         a) 15.06         2,612         2,743         2,880         3,027         3,339         3,406           Site Leader Elementary - Learns         131         26         a) 15.06         2,612         2,743         2,880         3,027         3,139         3,340           Site Leader Secondary - Learns         132         26         a) 15.06         2,612         2,743         2,880         3,027         3,179         3,339         3,406           Site Leader Secondary - Learns         132         26         a) 15.06         2,612         2,743         2,880         3,027         3,179         3,339         3,406           Site Leader Secondary - Learns         132         26         a) 15.06         2,612         2,743         2,880         3,027         3,179         3,339         3,406           Speech-Language P	Secretary II	120	28	a) 15.82	2,743	2,880	3,027	3,179	3,339	3,508	3,579
Senior Clerk Typist  241  31  31  31  31  31  31  31  31  31				b) 17.1	2,962	3,116	3,272	3,438	3,607	3,795	3,871
Senior Community Advocate       241       31       a) 17.05       2,955       3,101       3,263       3,424       3,599       3,779       3,854         Senior Human Resources Assistant       719       26       a) 15.06       2,612       2,743       2,880       3,027       3,179       3,339       3,406         Site Leader Elementary - Learns       131       26       a) 15.06       2,612       2,743       2,880       3,027       3,179       3,339       3,406         Site Leader Secondary - Learns       132       26       a) 15.06       2,612       2,743       2,880       3,027       3,179       3,339       3,406         Site Leader Secondary - Learns       132       26       a) 15.06       2,612       2,743       2,880       3,027       3,179       3,339       3,680         Speech-Language Pathology Assistant       404       35       a) 15.06       2,612       2,743       2,880       3,027       3,179       3,339       3,680	Senior Clerk Typist	814	22	a) 13.65	2,366	2,486	2,612	2,743	2,880	3,027	
Senior Community Advocate b) 18.39 3,187 3,355 3,525 3,700 3,887 4,083 4,164  Senior Human Resources Assistant 719 26 a) 15.06 2,612 2,743 2,880 3,027 3,179 3,339 3,406 b) 16.28 2,823 2,962 3,116 3,272 3,438 3,607 3,680  Site Leader Elementary - Learns 131 26 a) 15.06 2,612 2,743 2,880 3,027 3,179 3,339 3,406 b) 16.28 2,823 2,962 3,116 3,272 3,438 3,607 3,680  Site Leader Secondary - Learns 132 26 a) 15.06 2,612 2,743 2,880 3,027 3,179 3,339 3,406 b) 16.28 2,823 2,962 3,116 3,272 3,438 3,607 3,680  Speech-Language Pathology Assistant 404 35 a) 18.82 3,263 3,424 3,599 3,779 3,973 4,172 4,255				b) 14.74	2,555	2,684	2,823	2,962	3,116	3,272	3,338
Senior Human Resources Assistant       719       26       a) 15.06       2,612       2,743       2,880       3,027       3,179       3,339       3,406         Site Leader Elementary - Learns       131       26       a) 15.06       2,612       2,743       2,880       3,027       3,179       3,339       3,406         Site Leader Elementary - Learns       131       26       a) 15.06       2,612       2,743       2,880       3,027       3,179       3,339       3,406         Site Leader Secondary - Learns       132       26       a) 15.06       2,612       2,743       2,880       3,027       3,179       3,339       3,406         Speech-Language Pathology Assistant       404       35       a) 18.82       3,263       3,424       3,599       3,779       3,973       4,172       4,255	Senior Community Advocate	241	31	a) 17.05	2,955	3,101	3,263	3,424	3,599		
Senior Human Resources Assistant    131   26   a) 15.06   2,612   2,743   2,880   3,027   3,179   3,339   3,406     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,272   3,438   3,607   3,680     5   16.28   2,823   2,962   3,116   3,27				b) 18.39	3,187	3,355	3,525	3,700	3,887	4,083	4,164
Site Leader Elementary - Learns       131       26       a) 15.06       2,612       2,743       2,880       3,027       3,179       3,339       3,406         Site Leader Secondary - Learns       132       26       a) 15.06       2,612       2,743       2,880       3,027       3,139       3,339       3,680         Speech-Language Pathology Assistant       132       26       a) 15.06       2,612       2,743       2,880       3,027       3,179       3,339       3,406         3,027       3,116       3,272       3,438       3,607       3,680         3,027       3,438       3,607       3,680         4,04       35       a) 18.82       3,263       3,424       3,599       3,779       3,973       4,172       4,255	Senior Human Resources Assistant	719	26	a) 15.06	2,612	2,743	2,880		3,179		
Site Leader Elementary - Learns b) 16.28 2,823 2,962 3,116 3,272 3,438 3,607 3,680  Site Leader Secondary - Learns 132 26 a) 15.06 2,612 2,743 2,880 3,027 3,179 3,339 3,406 b) 16.28 2,823 2,962 3,116 3,272 3,438 3,607 3,680  Speech-Language Pathology Assistant 404 35 a) 18.82 3,263 3,424 3,599 3,779 3,973 4,172 4,255				b) 16.28	2,823	2,962	3,116	3,272	3,438	3,607	3,680
Site Leader Secondary - Learns 132 26 a) 15.06 2,612 2,743 2,880 3,027 3,179 3,339 3,406 b) 16.28 2,823 2,962 3,116 3,272 3,438 3,607 3,680 Speech-Language Pathology Assistant 404 35 a) 18.82 3,263 3,424 3,599 3,779 3,973 4,172 4,255	Site Leader Elementary - Learns	131	26	a) 15.06	2,612	2,743	2,880	3,027	3,179		
Site Leader Secondary - Learns b) 16.28 2,823 2,962 3,116 3,272 3,438 3,607 3,680  Speech-Language Pathology Assistant 404 35 a) 18.82 3,263 3,424 3,599 3,779 3,973 4,172 4,255				b) 16.28	2,823	2,962	3,116	3,272	3,438	3,607	3,680
Speech-Language Pathology Assistant 404 35 a) 18.82 3,263 3,424 3,599 3,779 3,973 4,172 4,255	Site Leader Secondary - Learns	132	26	a) 15.06	2,612	2,743	2,880	3,027	3,179		
Speech-Language Pathology Assistant				b) 16.28	2,823	2,962	3,116	3,272	3,438	3,607	3,680
b) 20.33 3,525 3,700 3,887 4,083 4,295 4,508 4,599	Speech-Language Pathology Assistant	404	35	a) 18.82	3,263	3,424	3,599				
				b) 20.33	3,525	3,700	3,887	4,083	4,295	4,508	4,599
Staff Assistant 672 42 a) 22.35 3,874 4,073 4,277 4,494 4,720 4,960 5,059	Staff Assistant	672	42	a) 22.35	3,874	4,073					
b) 24.15 4,188 4,397 4,621 4,855 5,103 5,361 5,469 <sub>7</sub> rev 12-2014				b) 24.15	4,188	4,397	4,621	4,855	5,103		

## PASADENA UNIFIED SCHOOL DISTRICT OFFICE/TECHNICAL AND AIDES - CLASSIFIED PERSONNEL \*Key:

Effective January 1, 2014

a) 75% or more, other than Instructional Aides

b) Less than 75%, other than Instructional Aides

c) 75% or more, Instructional Aides

d) Less than 75%, Instructional Aides

			Hourly			S	alary Steps			
	TITLE		Equiv.							
<u>POSITION TITLE</u>	CODE	RANGE	Step 1	1	2	3	4	5	6	7
Substance Abuse Intervention Specialist	437	40	a) 21.28	3,688	3,874	4,073	4,277	4,494	4,720	4,815
			b) 22.99	3,982	4,188	4,397	4,621	4,855	5,103	5,205
Technology Cluster Liaison	539	45	a) 24.07	4,172	4,385	4,607	4,840	5,086	5,340	5,447
			b) 26.02	4,508	4,739	4,977	5,227	5,494	5,773	5,889
Television Producer/Director	711	42	a) 22.35	3,874	4,073	4,277	4,494	4,720	4,960	5,059
			b) 24.15	4,188	4,397	4,621	4,855	5,103	5,361	5,469
Therapeutic Behavioral Services Coordinator	863	36	a) 19.26	3,339	3,508	3,688	3,874	4,073	4,277	4,362
			b) 20.82	3,607	3,795	3,982	4,188	4,397	4,621	4,713
Transportaton Scheduler/Dispatcher	793	36	a) 19.26	3,339	3,508	3,688	3,874	4,073	4,277	4,362
			b) 20.82	3,607	3,795	3,982	4,188	4,397	4,621	4,713
Youth Leader Elementary - Learns	892	16	a) 11.98	2,078	2,186	2,295	2,415	2,538	2,666	2,719
			b) 12.98	2,247	2,361	2,479	2,607	2,743	2,877	2,934
Youth Leader Secondary - Learns	893	16	a) 11.98	2,078	2,186	2,295	2,415	2,538	2,666	2,719
			b) 12.98	2,247	2,361	2,479	2,607	2,743	2,877	2,934

#### PASADENA UNIFIED SCHOOL DISTRICT PASADENA, CALIFORNIA Human Resources

#### **MEMORANDUM**

TO:

Leadership Personnel &

Classified Personnel

**DATE:** June 23, 2014

FROM:

Yolanda Mendoza, Chief Human Resources Officer

SUBJECT: 2014-2015 Classified Work Calendar - CSEA

## **CLASSIFIED BARGAINING UNIT**

Mths	No. wk days	Start Date	End Date
		Friday, August 15, 2014	Thursday, June 4, 2015
09	194		
10	207	Monday, August 4, 2014	Thursday, June 11, 2015
12	246	Tuesday, July 1, 2014	Tuesday, June 30, 2015

YM/dm: June 23, 2014

## CSEA WORK CALENDAR

	FH=Floating Holiday -	1	X		MV=Mandatory Vacation	FH=Floating Holiday	H=Holiday	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug		Ξ		2014-2015	9 MONTHS Calendar for 194 Work Days	
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# CSEA WORK CALENDAR

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