



AGREEMENT

BY and BETWEEN

PLEASANTON UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES

PLEASANTON CHAPTER 155

NEW: JULY 1, 2023 THROUGH JUNE 30, 2026

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ARTICLE 1 RECOGNITION

1.1 The District recognizes the Association as the exclusive representative for all unit members in the Classified Employee Negotiating Unit.

1.2 Changes in Classification

Positions which have been modified since adoption of the classification study will be reviewed by a joint committee of District and Association members as needed.

1.3 New classifications shall be reviewed by the District and the Association for the purpose of assuring appropriate unit placement.

ARTICLE 2
ORGANIZATIONAL SECURITY - DUES DEDUCTION

2.1 Membership and Membership Information

- 2.1.1 The District shall include the CSEA-supplied membership application and a link for an electronic application to new hires in the new employee orientation packet (but not make any statement suggesting workers must join).
- 2.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not need keep track of this period which shall be tracked by CSEA within its membership database. In executing this section, the District is relying on CSEA's certification and accuracy of members who have consented to deduction for dues and of members who have revoked consent.
- 2.1.3 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, and personal cellular phone number.
- 2.1.4 The District shall reject all Public Records Act paper or electronic list requests from outsiders for work email addresses.

2.2 Dues Deductions

- 2.2.1 CSEA shall have the sole and exclusive right to receive the payroll deduction for membership dues in, or for any other service provided by, CSEA including for its Bjork Humanitarian Fund in accordance with SB 866 (2018).
- 2.2.2 The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA, and for other service provided by CSEA.
- 2.2.3 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
- 2.2.4 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 2.2.5 There shall be no charge by the District to CSEA for membership dues deductions or any other service provided by CSEA.

2.3 Indemnification and Hold Harmless

- 2.3.1 CSEA shall defend, indemnify, and hold harmless the District, its Governing Board, its officers, members, management and administrators, against any and all claims made by the employee for deductions made in reliance on information provided by the employee organization to the District to cancel or change membership dues authorization and in the District's compliance under this Article. The District shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.
- 2.3.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 3 HOURS

3.1 Workweek

Except as otherwise prescribed by this Agreement, the workweek shall consist of five (5) consecutive days, normally Monday through Friday unless agreed otherwise to by the unit members and the Association, of eight (8) hours per day and forty (40) hours per week.

3.2 Workday

3.2.1 The length of the workday shall be designated by the District for each classified position. Each unit member shall be assigned a fixed regular and ascertainable minimum number of hours, which shall be not less than two (2) hours per day. Any change in a unit member's workday by the supervisor of the site, department or office will only be made after meeting with the affected unit member and CSEA.

3.2.2 A unit member may request a temporary change in the workday (i.e. start and end times). Upon request, the unit member and the supervisor will meet to discuss the feasibility of such a change and the supervisor shall determine whether to approve the request. The change shall not exceed forty-five (45) intermittent or consecutive workdays. A unit member may not negotiate a permanent change in their workday.

3.2.3 No unit member's work schedule shall be changed for arbitrary or capricious reasons.

3.3 Work Year

3.3.1 Except as noted in 3.3.2 below, the work year for each unit member shall be designated by the District after consultation with CSEA. The District will send the unit member's work calendar no later than April 30 of each year. Unit members shall be compensated for days actually worked as set forth in the work calendar with a minimum guarantee of paid workdays as per **Exhibit D**.

3.3.2 Year-round unit members shall have a work year of two hundred and sixty-one (261) days. Those school site-based unit members listed in **Exhibit D**, who are less than year-round, shall have work year calendars negotiated each year for each classification after the academic year calendar is established.

The program administrator/supervisor will make a tentative determination within the first 45 days of the school year whether work will be required on teacher workdays. Thereafter, they will consult with the affected staff regarding schedule conflicts and advise unit members of their assignment(s) within the first 60 days of the school year (assignments may be changed due to unforeseen

circumstances). At the discretion of a unit member who accrues less than eleven (11) days of vacation, they may also schedule the birthday holiday during the winter/spring recesses.

3.3.3 Work Year Calendar Calculation

In order to establish annual bargaining unit work year calendars, the following calculations shall be used:

207 contracted work year calendar = 182 Work Days
208 contracted work year calendar = 183 Work Days
212 contracted work year calendar = 187 Work Days
217 contracted work year calendar = 192 Work Days
222 contracted work year calendar = 197 Work Days
241 contracted work year calendar = 215 Work Days

3.3.3.1 In addition to respective workdays, Holidays and respective vacation days of the unit member's work year group are added to complete the total count for the work year calendar. The Year Round group vacation allotment is not included because they work year round and are allowed to take vacation per Article 4.12 Vacation Leave.

3.3.3.2 Unit members with 212 work year calendars are for the following 4 classifications, Occupational Therapist, Physical Therapist, Workability Specialist, and Adults with Disabilities Transition Specialist may change their start and end dates by mutual consent of the employee and their supervisor. Any other 212 work year calendar classifications will follow the negotiated calendar.

3.3.3.4 Unit members with 222 work year calendars typically start work 2 weeks before the first day of school. By mutual agreement with their supervisor, if a unit member works one or two of the scheduled teacher workdays during the school year, the same number of workdays shall be reduced at the end of the work year.

3.3.3.5 Unit members with 241 work year calendars typically start work 3 weeks before the first day of school and end 3 weeks following graduation day. By mutual agreement with their supervisor, if a unit member works one or two of the teacher workdays during the school year, the same number of workdays shall be reduced at the end of the work year.

3.3.4 Summer 4/10 Schedule

A voluntary four-day workweek (4/10) program may be offered in the summer to twelve-month unit members with the following guidelines:

3.3.4.1 The District will determine the start and end of the Summer 4/10 program and will announce the parameters no later than April 30th each year. Unit

members from the eligible departments will submit their choice of either their regular work schedule or the 4/10 schedule no later than May 15th of each year. Unit members who agree to follow a 4/10 schedule shall complete the summer schedule as decided on the May 15th notice.

3.3.4.2 The 4/10 program may not be available for unit members working in the Early and Expanded Learning and preschool programs if their program runs five (5) days a week.

3.3.4.3 Unit members will work with their supervisors on scheduling their individual work hours for the 4/10 schedule. Individual schedules are flexible and may change upon the request of the unit member with approval of the supervisor. The scheduling of custodial staff will ensure appropriate coverage for childcare facilities and granted-use permits on Fridays as needed.

3.3.4.4 The hours worked each week are to be equal to the unit member's regular work week hours.

3.3.4.5 When a holiday falls during the summer 4/10 schedule, the holiday will be paid following the assigned number of hours for that workday. For example, ten (10) hours for a full-time unit member and prorated accordingly for part-time members. If a unit member takes leave during the summer, they will take leave per the 4/10 schedule (e.g. if a unit member takes sick leave for one day, then 10 hours shall be deducted).

3.4 Reduction in Assigned Times

There shall be no reduction in assigned times except in accordance with Education Code provisions.

3.5 Hours

A part-time classified unit member may be assigned to more than one bargaining unit position provided the combined hours of all positions held, including travel and break time, do not exceed full-time. Full time is defined as eight (8) hours in a day and/or forty (40) hours in a week.

3.6 Increase in Hours

3.6.1 CSEA will be notified monthly by electronic report when the District has determined to assign additional hours (less than two (2) hours) to a part-time position on a permanent basis.

3.6.1.1 If the need to assign additional hours occurs during a school year, the procedure set forth in 3.6.1.2 shall be utilized but restricted to unit

members at the site. This assignment shall be temporary and, if the need for the hours continues, the process set forth in 3.6.1.2 shall be utilized to fill the position at the commencement of the next school year as a permanent position. Benefits will be increased to reflect the additional temporary hours for the duration of the assignment.

3.6.1.2 At the commencement of a school year:

- a) The position shall be offered to the most senior unit member in the appropriate classification with the same number of hours as the existing position (i.e., before the addition of hours).
- b) If the most senior unit member declines the position, it shall be offered to other unit members in the classification in descending order of seniority until the assignment is made.

3.6.2 When the District has determined to assign additional hours to a part-time position on a short-term basis, the assignment shall be offered to the unit member serving in that part-time position.

3.7 Assignment During Recess Periods

All offers for work shall be posted in accordance with Article 5.1.1 of this agreement. Offers of work for the recess period shall follow the guidelines in 3.7.1, except for unit members who work in the Paraprofessional Extensive Support Needs, Paraprofessional - Specialty Visual Impairment, Paraprofessional Mild-Moderate, Paraprofessional Specialty-Floater, and Instructional Paraprofessional classifications who shall be offered work using the guidelines in 3.7.5.

3.7.1 Unit members shall be entitled to offers of work, in their respective classifications, during recess periods in which they are not normally assigned, provided the employer requires such services. When two (2) or more unit members in the classification desire said position/s, and the number of unit members seeking said position/s exceeds the number of available positions, the most senior unit members desiring the assignment shall be assigned. Where the number of unit members in the class is insufficient to fill the position/s, the excess positions shall be filled in accordance with District policy. In all such instances, qualified District unit members who are members of the unit shall be given preference in filling such position/s.

3.7.1.1 The provisions of this section shall not apply where the District is merely acting as the fiscal agent. Any persons so employed shall not be considered members of the bargaining unit.

3.7.2 Where the service to be provided is in the regular classification of the unit member, compensation shall be no less than that normally paid to the unit member during their assigned work year, on a pro rata basis.

3.7.3 Where the service performed is outside the unit member's usual classification, they shall be compensated at Step 1 of the Range of the position.

3.7.3.1 If the unit member has been employed in the position previously, credit will be given for accumulated time served in the position to Step 5.

3.7.4 The term "compensation" as used herein shall include wages, benefits, leaves, seniority hours and all other privileges granted or burdens imposed by Education Code 45308 or this Agreement, whichever is applicable.

3.7.4.1 Unit members who work during the recess period in a lower classification than their regular assignment shall receive seniority in their regular classification (e.g., summer school).

3.7.5 Unit members in the classifications of Paraprofessional Extensive Support Needs, Paraprofessional - Specialty Visual Impairment, Paraprofessional Mild-Moderate, Paraprofessional Specialty-Floater, and Instructional Paraprofessional shall be offered recess assignments as per the guidelines below:

3.7.5.1 Applicants shall indicate on an Interest Form (Exhibit L) of their availability to work the summer program including the number of hours, days of the week, and any dates of when they are not available to work.

3.7.5.2 Selection of applicants shall be based on seniority and availability to work. Applicants with the highest seniority and availability to work shall be selected first. When two applicants have the same availability, the selection shall be made by seniority in accordance with Article 3.7.1.

3.7.5.3 Paraprofessional Extensive Support Needs, Paraprofessional - Specialty Visual Impairment, Paraprofessional Specialty-Floater, Paraprofessional Mild-Moderate, and Instructional Paraprofessional who are assigned to a specific student during the school year shall be offered the same assignment for summer school based on availability. If the unit member declines the position, then it shall be offered as per 3.7.5.2.

3.7.5.4 If a Paraprofessional Extensive Support Needs, Paraprofessional - Specialty Visual Impairment, Paraprofessional Mild-Moderate, Paraprofessional Specialty-Floater, and Instructional Paraprofessional changes their availability during the summer program or misses more than five (5) days of work during that period, they may be excluded from consideration for the next summer assignment unless a legitimate reason exists for the absence.kid

3.8 Meal Periods

3.8.1 A non-compensated meal period of not less than thirty (30) minutes nor more than sixty (60) minutes shall be provided to each unit member who renders

service of at least five (5) consecutive hours.

- 3.8.2 The actual length of the meal period shall be established by the supervisor.
- 3.8.3 The meal period shall be scheduled at a time consistent with the efficient operation of the District. In the case of a full-time unit member, this will normally be at or near the midpoint of the work shift.
- 3.8.4 The length of the meal period provided may be adjusted by the unit member with prior approval of the supervisor. In no event shall the meal period be longer than sixty (60) minutes.
- 3.8.5 The meal period shall be uninterrupted except in the event of an emergency. For the purposes of this provision, an “emergency” is defined as an event which potentially involves injury to a person or damage to property. If a unit member is unable to take their meal period due to a directive from their supervisor/authorized personnel, they shall be compensated time and a half for working the meal time. The unit member will put the time on their timecard to be processed.

3.9 Rest Periods

- 3.9.1 A fifteen (15) minute compensated rest period shall be provided to unit members for each four (4) hour period of service.
 - 3.9.1.1 Unit members shall take rest periods at the site where they are assigned.
 - 3.9.1.2 Unit members who travel to different sites shall take rest periods at the site where they are working at the time of the rest period.
- 3.9.2 This rest period shall be taken at the direction of the supervisor. It shall normally be scheduled at or near the midpoint of each four (4) hour period of service unless such scheduling is inconsistent with the duties to be performed. Within reasonable limits, the unit member may “flex” the actual time of the break to reflect work being performed at the scheduled time of the break.
- 3.9.3 Unit members are expected to use this period for relaxation. This period is not to be used to lengthen the meal period or to shorten the workday.
- 3.9.4 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the unit member.

3.10 Rest Facilities

The District shall make available at each work site adequate lunchroom, restroom and lactation facilities for classified employees’ use.

3.11 Overtime

3.11.1 Overtime is defined as any time required to be worked in excess of eight (8) hours in any one (1) day and/or forty (40) hours in any one (1) week except as provided below:

3.11.1.1 On the sixth (6th) day of the unit member's work week, all overtime hours worked (up to eight (8) hours) shall be compensated at time and one-half (1-1/2) the regular rate of pay; all overtime hours worked in excess of eight (8) hours shall be compensated at double (2) the regular rate of pay.

3.11.1.2 On the seventh (7th) day of the unit member's work week, all overtime hours worked shall be compensated at double (2) the regular rate of pay.

3.11.1.3 On a holiday designated by this Agreement, all hours worked shall be compensated at a total of three (3) times the regular rate of pay for hours worked.

3.11.2 Overtime for unit members whose base assignment is less than forty (40) hours per week shall be as follows:

3.11.2.1 Unit members who work an average of less than four (4) hours per day, in any five (5) consecutive day period, shall be compensated at the rate of time and one-half (1-1/2) the regular rate of pay for work performed on the sixth (6th) and seventh (7th) days of the workweek.

3.11.2.2 Unit members who average four (4) hours or more, but less than full time, for five (5) consecutive days shall be compensated at the rate of time and one-half (1-1/2) the regular rate of pay for work performed on the sixth (6th) day of the workweek. Work performed on the seventh (7th) day of the workweek shall be compensated at double (2) the unit member's regular rate of pay.

3.11.3 Except in emergency situations, prior approval for all overtime work must be granted by the unit member's immediate supervisor.

3.11.4 Compensatory Time Off (CTO) may be earned, in lieu of overtime pay, in accordance with Section 3.14 of this Agreement. In such a case, hours shall be credited to a unit member's CTO account at the same rate (e.g., 1-1/2) as overtime would have been paid (minus the unit member's base pay).

3.11.5 For purposes of determining entitlement to overtime rates, all hours during which a unit member is excused from work because of holidays, sick leave, vacation, CTO, or other paid leave of absence, shall be considered as time worked.

3.11.6 Except in emergency situations, a unit member shall have the right to reject any offer or request for overtime.

3.11.7 Distribution of Overtime – overtime shall be offered as follows:

3.11.7.1 A supervisor may request or approve that a specific unit member work overtime when the assignment is a natural continuation of their regular work assignment (e.g. continuation of a specific work task or project which the unit member started during their normal work shift). All other overtime opportunities must be offered by seniority using the rotation guidelines below.

3.11.7.2 Overtime shall be offered and distributed by seniority on a continuous rotating basis. To facilitate and track the distribution of overtime, supervisors shall maintain site specific, department, and/or district-wide classification rotation lists based on seniority.

- a) First: to members at the site/department working in the identified classification.
- b) Second: to members district-wide working in the identified classification.

3.11.7.3 When offering overtime to unit members, supervisors shall specify the general nature of the assignment, location of work, specific dates and times of assignment, and the deadline to accept or deny the overtime assignment. An overtime assignment must be accepted or declined in its entirety.

3.11.7.4 Overtime rotation in the MOT Department shall be offered by seniority in the following order:

- a) First: to members at the site (including District Office) working in the identified classification.
- b) Second: to members district-wide working in the identified classification.
- c) Third: to qualified members of the Department in the following subdivisions in the following order. To be qualified to work outside of their classification, members must have the skills and ability to perform the required duties.
 - i) For work originating in the Custodial subdivision: Custodians; Maintenance; Grounds; Transportation
 - ii) For work originating in the Grounds subdivision: Grounds; Maintenance; Custodians; Transportation

- iii) For work originating in the Maintenance subdivision:
Maintenance; Grounds; Custodians; Transportation

c) Fourth: to qualified members district-wide.

3.11.7.5 Under special circumstances, the District may offer overtime to additional classifications after the exhaustion of the rotation processes in 3.11.7.4. To be qualified to work outside of their classification, members must have the skills, ability, and/or training to perform the required duties. Unit members may appeal denial of an overtime opportunity in writing to Human Resources and shall receive a written response no later than 48 hours on an appeal decision.

3.12 Split Shift Differential – Compensation

Breaks in shifts of one-half (½) hour or less shall be considered time worked and compensated for accordingly.

3.13 Shift Differential – Compensation

3.13.1 Any unit member whose assigned shift includes work past seven (7:00) p.m. shall be paid a shift differential premium of five percent (5%) above the regular rate of pay for all hours worked.

3.13.1.1 Any unit member who accepts an additional assigned shift that includes work past seven (7:00) p.m. shall be paid a shift differential premium of five percent (5%) above the regular rate of pay for any hours worked between (7:00) p.m. and (11:59) p.m.

3.13.1.2 Between twelve midnight (12:00) and six (6:00) a.m. shall be paid a shift differential premium of ten percent (10%) above the regular rate of pay for all hours worked.

3.13.1.3 For personal convenience, to accommodate commute or family issues, a unit member may propose a start time prior to six (6:00)a.m. If approved by the supervisor, this shall not result in shift differential premium.

3.13.2 A unit member who receives a shift differential premium shall suffer no reduction in pay when directed by the District to work on a day shift on a temporary basis. This section shall not apply to unit members who accept (in writing) a District offer to voluntarily transfer to a day shift during any recess period (e.g., summer, winter and spring).

3.14 Compensatory Time Off

3.14.1 A unit member may elect to receive, with supervisory approval, CTO in lieu of cash for overtime hours worked.

3.14.1.1 When CTO is authorized in lieu of cash compensation, such CTO must be used within twelve (12) calendar months following the month in which the overtime was worked.

3.14.1.2 The immediate supervisor will work with the unit member in setting a schedule where the CTO can be taken without loss to the unit member and without impairing the services to the District.

3.14.1.3 If the CTO has not been taken within the twelve (12) months of the date on which it was earned, the District shall pay the unit member in cash for all such time at the appropriate overtime rate based on the unit member's current rate of pay.

3.14.2 No unit member may have credited to their account, at any time, more than forty (40) hours of CTO.

3.15 Minimum Call In Time

Any unit member called in to work on a day when the unit member is not scheduled to work shall receive a minimum of two (2) hours pay at the applicable rate of pay from the time the unit member is scheduled to report at the job location. Except in emergency situations, a unit member shall have the right to reject any offer or request for call in time.

3.16 Standby Time

Standby Time is any time in which the unit member is required to be in a designated place, on District premises or away from District premises, in order to fulfill some potential or specified District need. 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. This does not include meal time or similar non duty time (e.g., non-duty hours in the event of District provided lodging). Except in emergency situations, a unit member shall have the right to reject any offer or request for standby time.

3.17 Call-Back Time

Any unit member called back to work after completion of their regular assignment shall be compensated for at least two (2) hours of work at the applicable rate of pay from the time the unit member is scheduled to report at the job location. Except in emergency situations, a unit member shall have the right to reject any offer or request for call-back time.

3.18 Seniority Lists

3.18.1 Between April 1 and May 1 of each year, the District shall provide a paper and

electronic copy of the seniority list(s) to the Association with a paper copy available at each work site.

3.18.2 The Parties agree that each seniority list that is provided will be comprised of persons employed in the classification as of the date the list was created and listed by date of hire in classification.

3.18.2.1 In the event there is a potential reduction in staff through layoff, an updated list will be provided.

3.19 Special Conditions for Travel

3.19.1 Special Trip Assignments (e.g., Outdoor Ed)

3.19.1.1 Assignments shall be distributed and rotated as equally as possible among bus drivers commencing with the bus driver with the greatest seniority. All other classifications (Paraprofessional Extensive Support Needs, Paraprofessional - Specialty Visual Impairment, Paraprofessional Mild-Moderate, Paraprofessional Specialty-Floater, Instructional Paraprofessional and Health Services Assistant) shall be offered assignments based upon student and program need. All things being equal, site seniority will be used.

3.19.1.2 Unit members shall be compensated in accordance with this contract for all time worked on the assignment.

3.19.1.3 On layover days, minimum compensation will be eight (8) hours of pay.

3.19.1.4 When a unit member is required to stay in camp (e.g., Outdoor Ed) for the safety and welfare of students, the unit member will be compensated in the amount of sixty dollars (\$60.00) for this inconvenience. This payment includes normal expenses related to meals and lodging.

3.19.1.5 Except as set forth in 3.19.1.4, meals and lodging will be paid in accordance with the provisions of 8.9 and 8.10 of this contract.

3.19.1.6 Rest periods and meal periods shall be flexible to accommodate unit members' needs, as well as the safety and welfare of the students and the unit member.

3.19.2 Assignment of Daily Bus Routes

3.19.2.1 Daily routes shall be assigned to bus drivers on the basis of seniority.

3.19.2.2 The route with the highest number of hours shall be assigned to the bus

driver with the greatest seniority. Except as otherwise provided in this Article, this principle shall be followed on all other assignments and routes in descending order of seniority.

- 3.19.2.3 A bus driver may decline a specific assignment made under this section. When a bus driver with appropriate seniority declines an assignment which otherwise would have been their, the bus driver with the next greatest seniority shall have the right to the next available assignment.

3.19.3 Bus Driver Certification/License

The District shall reimburse each bus driver and each mechanic for the cost of renewing any bus driver certification and/or driver's license fee that exceeds the cost of a basic driver's license for operating an automobile. Possession of such license and/or certification is a condition of continued employment.

3.20 Voluntary Reassignment/Demotion

A voluntary reassignment/demotion requires the consent of the unit member and the District. Layoff and the subsequent exercise of bumping rights into a previously held lower classification based on seniority is NOT a voluntary reassignment or voluntary demotion.

3.21 Holidays

3.21.1 Paid Holidays

The District agrees to provide the following seventeen (17) paid holidays:

- 3.21.1.1 Twelve (12) shall be observed on the following days:

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day and the Friday following
Christmas Day and the preceding or the following day
New Year's Day and the preceding or the following day
President's Day
Memorial Day
Juneteenth Day

- 3.21.1.2 Three (3) additional days shall be scheduled by the District with input from CSEA. Typically, these shall be observed on Martin Luther King Day, Lincoln Day and a Spring Holiday.

- 3.21.1.3 One (1) additional holiday, in lieu of celebrating Admission Day on September 9, will be granted to each unit member who would have been eligible to celebrate the event on that day. This holiday will be taken on a

day selected by the unit member, after review with their supervisor to ensure that the date selected will not adversely affect the orderly operation of the District. This holiday must be taken in the twelve (12) month period of the current school year (defined as July 1 - June 30). If the unit member does not remain employed until September 9, the cost of the day will be deducted from the unit member's final paycheck.

3.21.1.4 One (1) additional holiday, designated as a "Birthday Holiday," shall be granted to each unit member whose birthday occurs during their regularly scheduled work year.

- a) This "Birthday Holiday" will be taken on a day selected by the unit member, after review with their supervisor to ensure that the date selected will not adversely affect the orderly operation of the District. This "Birthday Holiday" must be taken in the twelve (12) month period of the current school year (defined as July 1 - June 30).
- b) If the "Birthday Holiday" is taken prior to its accrual, and the unit member does not remain employed until their birthday, the cost of the day will be deducted from the unit member's final paycheck.
- c) At the discretion of a unit member with a work year calendar less than Year Round (261) days they may also schedule the birthday holiday during the winter/spring recesses.

3.21.1.5 A unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

3.21.1.6 Unit members who are not normally assigned to duty during the winter recess shall be paid for holidays occurring during the winter recess provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the winter recess period.

3.21.2 Additional Holidays

Additional paid holidays shall be granted to all unit members as required by Education Code Section 45203 or its successor.

3.21.2.1 If the Governor declares a holiday and declares that public (K-12) schools shall be closed, unit members shall be granted a paid holiday.

3.21.2.2 Any day proclaimed by the President as set forth in Education Code Section 37220 shall also be a paid holiday if the President declares that public (K-12) schools shall be closed. All other days declared by the President shall be special or limited holidays and shall not be additional

paid holidays.

3.21.3 Holidays on Unit Member's Day Off

3.21.3.1 When a holiday falls on a unit member's regularly scheduled day off, a replacement day off shall be provided.

- a) If it falls on a Saturday (or the sixth day in the unit member's work week), the preceding workday not a holiday shall be deemed to be that holiday.
- b) If it falls on a Sunday (or the seventh day in the unit member's work week), the following workday not a holiday shall be deemed to be that holiday.

3.21.3.2 The operation of this section shall not cause any unit member to lose any of the holidays clearly indicated in this Article.

3.21.4 Calendar Committee

The Association shall be entitled to equal representation and equal voting rights on a Calendar Committee for the purpose of researching and providing input concerning the employee work year calendar. Association Committee Members are not authorized to approve any changes to the dates for fixed holidays.

3.22 Notice of Employment (NOE)

The District shall send out a notice of employment (NOE) to all unit members in the following classifications once a year by May 31: Paraprofessional Extensive Support Needs, Paraprofessional - Specialty Visual Impairment, Paraprofessional Mild-Moderate, Paraprofessional Specialty-Floater, Instructional Paraprofessional, and Instructional Assistant. Additional classifications may be added to this list as needed. The NOE shall include:

- Classification
- Range
- Location of assignment for following school year
- Number of hours of position
- First contractual workday for following school year

ARTICLE 4

LEAVES OF ABSENCE

4.1 Bereavement Leave

Unit members shall be granted leave with full pay for five (5) days in the event of the death of any member of the unit member's immediate family. The days of bereavement leave do not need to be taken consecutively, but shall be completed within six (6) months of the date of a death of the immediate family member. The immediate family is defined as mother, step-mother, mother-in-law; father, step-father, father-in-law; brother, step-brother, brother-in-law; sister, step-sister, sister-in-law; husband; wife; son, step-son, son-in-law; daughter, step-daughter, daughter-in-law; aunt; uncle; grandparent, grandparent-in-law; foster children; or a grandchild of the unit member or of the spouse of the unit member; niece or nephew of the unit member; a domestic partner as that term is defined in State law (or the mother, father, brother, sister, son or daughter of a domestic partner); or any person living in the immediate household of the unit member. Under special circumstances, the District may grant additional bereavement leave.

4.2 Jury Duty

4.2.1 A unit member shall be entitled to leave without loss of pay for any time the unit member is required to perform jury duty. The District shall pay the unit member's regular wage for all such service. Any meal, mileage, and/or parking allowance provided the unit member for jury duty shall not be considered in the amount received for jury duty.

4.2.2 Unit members assigned shifts which end at/or before five (5:00) p.m. shall upon release from such service return to duty. A unit member whose assigned shift commences at three (3:00) p.m. or later and who is required to serve all or any part of the workday on jury duty shall be relieved from work with pay.

4.3 Military Leave

4.3.1 A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

4.3.2 Eligible unit members are entitled to paid leave of up to twelve (12) days to undergo medical treatment, including mental health treatment, for their service-connected disability rated at 30% or more by the United States Department of Veterans Affairs, shall be entitled to leave of absence for illness or injury with pay for a 12-month period in accordance with *Education Code 45191.5*.

4.4 Leave of Absence for Illness or Injury

- 4.4.1 A unit member employed five (5) days a week by a school District shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days they is not required to render service to the District, with full pay for a fiscal year of service.
- 4.4.2 Less than full-time unit members shall be entitled to pro-rated leave.
- 4.4.3 A unit member employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days they is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 4.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness.
- 4.4.5 A unit member shall notify his/her immediate supervisor, or his/her designee, as soon as reasonably possible of the unit member's need to be absent. This notification should occur at least two (2) hours prior to commencement of the unit member's shift.
 - 4.4.5.1 Where the absence will exceed one (1) day, the unit member shall advise the supervisor or designee of the projected date of his/her return to duty.
 - 4.4.5.2 Any unit member who utilizes sick leave for five (5) or more consecutive days or demonstrates an unusual absence pattern, may be asked to furnish medical documentation verifying his/her illness or injury and when they can return to work.
- 4.4.6 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such a leave may be taken at any time during the year. However, a new unit member 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 six (6) months of active service with the District.
- 4.4.7 Pregnancy shall be treated as a temporary disability leave for the period of time that the unit member is temporarily disabled resulting from pregnancy, miscarriage and childbirth and recovery there from. The length of the leave shall commence and terminate on dates determined by the unit member and the unit member's physician.
- 4.4.8 If a unit member 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.

4.4.9 The District recognizes that Labor Code section 233 permits a unit member to utilize one-half (1/2) of his/her annual accrual of sick leave to care for an ill or injured family member (spouse, dependent child, parent, or domestic partner) or designated person (blood relative or whose association is equivalent to a family relationship). A designated person may be identified by the unit member at the time the unit member requests the leave. Should this Agreement provide another leave which will satisfy the District's Labor Code section 233 obligation, that leave shall be used first.

4.5 Attendance Incentive

If a unit member does not exceed using two (2) days of sick leave during the school year, regardless of use of Personal Necessity leave, they shall be permitted to choose one of the following:

4.5.1 one (1) release day with pay to be scheduled the following school year at a time mutually agreed to by the unit member and their immediate supervisor. The District shall provide eligible unit members with notice of their entitlement to take an incentive day off no later than September 15 for the fiscal year in which the day must be taken. Should the unit member experience a change in assigned hours the following year, the release day shall be based on the newly assigned hours.

4.5.2 one-half (1/2) a day's pay in cash.

4.5.3 If a unit member opts for the release day, schedules it and the day is canceled by the District, the unit member shall have the following options:

4.5.3.1 First, attempt to reschedule the release day. If this is not possible, see 4.5.3.2 and 4.5.3.3 below;

4.5.3.2 Receive one-half (1/2) a day's pay in cash; or

4.5.3.3 Carry-over the day (only for the next school year) in accordance with the procedures set forth in 4.12.6.4.

4.6 Industrial Accident and Illness Leave

Industrial Accident and Illness Leave shall be granted in accordance with the requirements of Education Code Sections 45192 and 45196, applicable portions of which are attached hereto as **Exhibit G**.

4.6.1 Leave shall be limited to sixty (60) workdays for the same accident/illness.

4.6.2 This leave shall only be available to a unit member who has passed the initial probationary period.

4.7 Entitlement to Other Sick Leave

When a person employed in the classified service is absent from his/her duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the unit member, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee hired to fill his/her position during his/her absence. This period of five (5) months shall run consecutively after industrial accident or illness leave is exhausted.

4.7.1 Substitute "employee" shall mean either the actual person employed to back-fill the position or, in the case of a move-up, the substitute ultimately hired.

4.7.2 Upon written request of an affected unit member, the District will provide the name and pay rate of the substitute to the unit member or their designated CSEA representative.

4.8 Additional Leave for Nonindustrial Accident or Leave

A permanent unit member of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of nonindustrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months, in accordance with Education Code Section 45195, a copy of which is attached hereto as **Exhibit G**. The unit member shall be notified, in writing, that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave. The board may renew the leave of absence, paid or unpaid, for two additional six-month periods or lesser leave periods that it may provide but not to exceed a total of 18 months.

4.9 Break in Service

No absence under any paid or unpaid leave provisions of this article shall be considered as a break in service for any unit member who is in paid status and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

4.10 Personal Necessity Leave

4.10.1 Personal Necessity Leave is a subset of sick leave. Up to seven (7) days of sick leave per year may be used for reasons of personal necessity leave as defined below:

4.10.1.1 Serious or critical illness of a member of the immediate family as defined under Bereavement Leave calling for services of a physician and upon District request verified by the physician's statement and of such an emergent nature that the Immediate presence of the unit member is required during his/her workday.

4.10.1.2 Accidents involving his/her person or property or the person or property of his/her immediate family of such an emergent nature that the immediate presence of the unit member is required during his/her workday.

4.10.1.3 Death of a relative or close friend.

4.10.1.4 Appearance in court as a litigant or as a witness under an official order.

4.10.1.5 Unit members may be granted up to two (2) days paternity or adoption leave.

4.10.1.6 Up to three (3) days shall be granted for other personal reasons. The unit member is not required to give a reason for the absence, but they must request prior approval. The unit member shall, however, certify that the absence was not used for recreation (by way of illustration, and not limitation, attendance at a spouse or child's graduation or participation in a child's scheduled school activity shall not be considered recreation) or for concerted activities of any nature whether association related or not.

4.10.1.7 Unit members may use this leave for medical or dental appointments.

4.10.2 Prior approval except for reasons 4.10.1.1, 4.10.1.2, and 4.10.1.3 above or extenuating circumstances is required to utilize personal necessity.

4.10.3 For reasons 4.10.1.1, 4.10.1.2, and 4.10.1.3 above and those involving extenuating circumstances, the approval shall be requested by the unit member within two (2) days of the unit member's return to duty. A request for approval subsequent to the leave may result in a loss of pay if the absence was not a personal necessity.

4.11 Family Medical Leave

4.11.1 The District shall provide each unit member with leave in accordance with State (Government Code Section 12945.2 and/or Federal (PL 103-3)) Family and Medical Leave Acts.

4.11.2. A summary of the current provisions of these laws will be posted at every school site, the District Office, Maintenance, and other primary work sites.

4.11.3 A unit member may use any hours of accrued vacation and/or CTO to remain in paid status during the term of entitlement to FMLA/CFRA leave.

4.11.4 The District will provide leave as provided under SB 1383 starting January 1, 2021. CFRA will add grandparents, grandchildren, and siblings to the list of family members for whose care a unit member may take CFRA leave. This means that, under CFRA, leave may be taken to care for a child, parent, spouse, domestic partner, grandparent, grandchild, or sibling with a serious health condition. Additionally, the definition of a "child" under CFRA will be amended to eliminate the requirement that the child be under 18 or an adult dependent of the unit member. Qualifying unit members must be employed

with the District for one year and within a 12 month period prior to their leave and complete 1,250 hours.

4.12 Vacation Leave

4.12.1 Eligibility

All unit members shall earn paid vacation time pursuant to the terms of this section. Vacation benefits are earned on a fiscal year basis - July 1 - June 30th.

4.12.2 Accumulation

Vacation time shall be earned and accumulated on a monthly basis. The District will front load yearly vacation totals for the coming school year on July 1 annually.

4.12.2.1 Vacation time shall be accrued as per 4.12.3 (Accrual Rate) below. An extension of the unit member's work year without adding work days, the parties acknowledge that there can be minor variations, shall not result in additional days of earned vacation.

4.12.2.2 Beginning unit members or terminating unit members must be in paid status for more than one-half (1/2) of the working days in the month to accumulate a credit for that month.

4.12.2.3 Current unit members, who work during a recess period, must be in paid status for more than one-half (1/2) of the working days in the month to accumulate a credit for that month.

4.12.3 Accrual Rate

Paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Accrual and usage shall be recorded in hours. Vacation shall be accumulated on a monthly basis in accordance with the following schedules:

4.12.3.1 Year Round (261) Unit Members

| <u>Term</u> | <u>Vacation Days</u> |
|--------------------|----------------------|
| 1 month - 1 year | 12 |
| 1 year - 5 years | 12 |
| 6 years - 15 years | 19 |
| 16 years and above | 22 |

4.12.3.2 241 Work Year Unit Members

| <u>Term</u> | <u>Vacation Days</u> |
|--------------------|----------------------|
| 1 month - 1 year | 11 |
| 1 year - 5 years | 11 |
| 6 years - 15 years | 17.5 |
| 16 years and above | 20.5 |

4.12.3.3 222, 217, 212, 208A/208B & 207 Work Year Members

| <u>Term</u> | <u>Vacation Days</u> |
|--------------------|----------------------|
| 1 month - 1 year | 10 |
| 1 year - 5 years | 10 |
| 6 years - 15 years | 16 |
| 16 years and above | 18.5 |

4.12.4 Regular Part-time Unit Members

All regular part-time unit members shall be entitled to prorated vacation leave.

4.12.5 Vacation Pay

4.12.5.1 Pay for vacation days for all unit members shall be the same as that which the unit member would have received had they been in a working status.

4.12.5.2 When a unit member is terminated for any reason, they will be entitled to all earned vacation accumulated up to and including the effective date of termination.

4.12.6 Carry Over of Vacation

4.12.6.1 Vacation is a benefit, which, if it is to have value, is to be used.

4.12.6.2 Therefore, each unit member shall schedule accrued vacation in such a manner that, on June 30 of any year, the unit member has no more days/hours of vacation than were earned in the school year just completed (July 1 through June 30). For example, this means that a three-year unit member could have no more than twelve (12) days (for an eight (8) hour, twelve (12) month unit member, ninety-six (96) hours) accrued.

4.12.6.3 Any vacation in excess of that which is authorized by 4.12.6.2 above shall be forfeited on July 1 of each year. No unit member shall receive pay, in lieu of forfeiture, except bus drivers and child nutrition assistants. If a unit member changes scheduled (and previously approved) vacation due to an illness/injury or bereavement leave during the last quarter of the fiscal year, they shall first attempt to reschedule the vacation. If there are no dates available, any vacation accrual that exceeds the allowable carry-over

limit shall be at option of the District, liquidated in cash or authorized for carry-over and use during the following fiscal year.

4.12.6.4 Members have an affirmative duty to schedule vacation. The forfeiture set forth in 4.12.6.3 above shall not apply if the

- a) excess was caused by District cancellation of a unit member's scheduled vacation; and/or
- b) the unit member was not permitted to take his/her full annual vacation; and/or
- c) The unit member has advance written approval from the unit member's supervisor (and countersigned by the HR Department) to carry over a larger amount.

4.12.6.5 Bus drivers and child nutrition assistants, except in extraordinary circumstances, are expected to work on all student attendance days. Accordingly, except in extraordinary circumstances, they are precluded from scheduling vacation. Bus drivers and child nutrition assistants shall be cashed out for unused vacation per 4.12.6.3.

4.12.7 Prior Approval

4.12.7.1 No unit member shall take vacation leave without prior written approval from the District.

4.12.7.2 The District will make reasonable efforts to provide unit members with a written response to approve or deny leave within five (5) workdays.

4.12.8 Vacation Scheduling

4.12.8.1 Vacations shall be scheduled, in advance, at times requested by unit members so far as practicable within the District's work requirements.

4.12.8.2 If there is any conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member with the greatest seniority shall be given his/her preference.

4.12.8.3 Classified unit members who work less than twelve (12) months per year and have accumulated vacation time, shall be required to utilize the spring and winter recess for vacation.

4.12.9 Vacation Scheduling (Early and Expanded Learning Programs)

Due to program needs, provided an approved instructional calendar is in place for the coming year, vacation for Early and Expanded Learning staff will be scheduled in accordance with the provisions set forth below. If no calendar is in place by April 1, the process shall commence two (2) weeks after Board adoption of the calendar.

- 4.12.9.1 The Program Director shall set a vacation scheduling meeting on a minimum day each Spring. If a unit member is unable to attend the meeting, they may assign a proxy through written consent to give dates on their behalf.
- 4.12.9.2 At the vacation scheduling meeting, unit members shall give the Program Director their preferred vacation dates for each month. This shall be done in order of seniority. The Program Director shall approve or deny dates for vacation based on seniority and program needs.
- 4.12.9.3 After the conclusion of the vacation scheduling meeting, the Program Director shall send a master calendar showing the vacation dates for unit members to review.
- 4.12.9.4 On a case by case basis, under special circumstances, vacation may be requested, and may be approved, on days when students in the regular education programs are not in attendance.

4.12.10 Interruption of Vacation

A unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave if the unit member gives immediate (or, if not possible, as soon thereafter as is reasonably practical under the circumstances) verbal notice to his/her supervisor (or the HR Department) and provides written supporting documentation regarding the basis for such interruption or termination upon return from leave.

4.12.11 Compensation Upon Separation

At the time of separation for any reason, a unit member shall be compensated at his/her then current base hourly rate, for all vacation leave hours earned, accumulated and not used up to and including the effective date of separation.

4.13 Retraining and Study Leave

- 4.13.1 A leave of absence for study/retraining may be granted to any member of the classified services.
- 4.13.2 Such leave of absence may be granted for separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period, provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.
- 4.13.3 Study leave cannot be granted to an individual who has not served at least six (6) consecutive years preceding granting of the leave.

- 4.13.4 Retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.
- 4.13.5 No more than one study leave of absence shall be granted to a unit member in any six (6) year period.
- 4.13.6 No more than one retraining leave of absence shall be granted to a unit member in any three (3) year period.
- 4.13.7 The District may prescribe standards of service which shall entitle the unit member to the leave of absence.
- 4.13.8 Any leave of absence granted under this Article shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing for the granting of any subsequent leave under this type of leave, nor shall the unit member earn vacation pay, sick leave, or holiday pay provided under this Agreement.

4.14 Family School Partnership Act Leave

4.14.1 The District shall provide leave pursuant to the Family School Partnership Act as required by Labor Code Section 230.8. Currently, the Act provides:

4.14.1.1 A unit member who is a parent, guardian or grandparent having custody of one or more children in kindergarten through grade 12 shall be entitled to utilize accrued leave to participate in activities of the school of any such child.

4.14.1.2 The hours of leave per month (8) and per year (40) shall be as specified in the Act.

4.14.2 To utilize this leave, the unit member must have accrued vacation, personal necessity leave (4.10.1) or compensatory time off. In compelling circumstances, a unit member may request, and be granted, up to sixteen (16) hours of unpaid leave in a school year for the purposes specified in this Act.

4.14.3 A unit member must provide his/her supervisor with at least five (5) school days notice of request to utilize this leave. When extenuating circumstances exist, a request made with less notice shall be accommodated when reasonably possible.

4.15 General Leaves

When no other leaves are available, a leave of absence may be granted to a unit member on a paid or unpaid basis at any time or on any terms acceptable to the District and the unit member.

4.16 Catastrophic

Leave Definitions

- 4.16.1 “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member’s family which requires the unit member to take time off for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because they have exhausted all sick leave and other paid time off.
- 4.16.2 “Eligible Leave Credits” means hours of vacation leave and sick leave donated to the Catastrophic Leave Bank.

Donations

- 4.16.3 Eligible leave credits may be donated on a yearly basis to the Catastrophic Leave Bank. Unit members who wish to donate to the Catastrophic Leave Bank shall complete the appropriate form. The form shall be sent out at least once a year by Human Resources. If the Bank is at zero and there is an application for credits, Human Resources shall send out an additional call for donations.
- 4.16.4 No unit member may donate sick leave unless they have a minimum of fifteen days of accumulated sick leave and may donate only credits in excess of fifteen days. Unit members who have accrued sick leave, but are not eligible to take the leave with them upon separation from the District, may donate all unused sick leave to the Catastrophic Leave Bank.
- 4.16.5 All transfers of eligible leave credits to the Bank are irrevocable. All donated credits that are unused shall be carried over from year to year.

Application for Catastrophic Leave

- 4.16.6 Unit members suffering from a catastrophic illness or injury may complete the Catastrophic Leave Application Form (**Exhibit K**) and submit it to the District Office Human Resource department.
- 4.16.7 Unit members applying for Catastrophic Leave will be required to submit a doctor’s statement indicating the nature of the illness or injury and the probable length of absence from work.
- 4.16.8 The unit member must exhaust all their paid sick and vacation leave prior to receiving catastrophic leave.
- 4.16.9 An unit member who receives paid sick leave pursuant to this section shall use any leave credits that they continue to accrue on a monthly basis prior to receiving eligible leave credits pursuant to this section.

- 4.16.10 Catastrophic leave credits shall not be used for illness or disability which qualifies the participant for Worker's Compensation Benefits. If a request for Worker's Compensation benefits is denied, the bargaining unit member may request Catastrophic Leave retroactively.

Catastrophic Leave Bank Committee

- 4.16.11 The purpose of the Catastrophic Leave Committee is to ensure a fair, equitable and non-discriminatory process for allocating catastrophic leave credits to unit members based on need and guided by available credits.
- 4.16.12 CSEA and the District shall establish a Committee to review all applications for Catastrophic Leave. The committee shall consist of four (4) members, two (2) appointed by CSEA and two (2) appointed by the District.
- 4.16.3 The Committee will treat all applications and unit member information as confidential information.
- 4.16.4 The Committee shall review applications within ten (10) days of receipt. The Committee's decisions shall be final and binding.

4.17 Parental Leave

- 4.17.1 Parental Leave is defined as leave for reason of the birth of a child of the unit member, or the placement of a child with an unit member in connection with the adoption or foster care of the child by the unit member.
- 4.17.2 All full-time and part-time unit members who have been employed for twelve(12) months with the Employer are entitled to utilize Parental Leave. There is no threshold number of hours that unit members must work in order to be eligible.
- 4.17.3 All unit members who meet the eligibility requirements in Section 4.17.2 are entitled to 12 workweeks of Parental Leave in any 12-month period as follows:
- 4.17.3.1 When both parents of the child are employed by the District, each parent will be allowed 12 work weeks of Parental Leave.
- 4.17.3.2 The unit member is entitled to take Parental Leave in intermittent periods within the 12-month period; however, the aggregate amount of Parental Leave taken shall not exceed 12 work weeks in the 12-month period.
- 4.17.3.3 The unit member is entitled to use regular accrued paid sick leave for Parental Leave, if the unit member chooses to do so. If regular accrued paid sick leave is exhausted, the unit member is entitled to use any additional sick leave as defined in Section 4.7. The unit member may also use vacation leave during Parental Leave, if the unit member chooses to do so. If a unit member chooses to not use sick leave or vacation during

Parental leave, then it shall be considered an unpaid leave.

4.17.3.4 When all paid leaves have been exhausted, the unit member is entitled to utilize unpaid leave up to 12 work weeks.

4.17.3.5 Paid Parental Leave under this Article runs concurrently with unpaid Parental Leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for a total of 12 work weeks during any 12-month period.

ARTICLE 5

TRANSFER AND PROMOTIONS

5.1 General Provisions

These provisions apply to both transfers and promotions.

5.1.1 When a new bargaining unit position is created or an existing bargaining unit position becomes vacant, the job vacancy opening shall be posted prior to being filled.

5.1.1.1 The District shall first make the vacancy open to internal candidates only. Only unit members who have passed their initial probationary period of 6 months or 130 days of paid service, whichever is longer, may apply to vacancies.

5.1.1.2 Except as noted in 5.1.1.3 below, the final date for filing applications shall not be less than five (5) days after posting.

5.1.1.3 No position shall be permanently filled until after the closing date.

5.1.1.4 A shorter posting time may be established by the District, with the concurrence of the Association, during the two (2) weeks before and after the first student attendance day.

5.1.2 The vacancy posting shall contain a job title, a description of the position and duties, the minimum qualifications required for the position, licenses and certificates, assigned job site, number of hours per day, work shift (if other than standard day-time hours), days per week, work year days, salary range and closing date.

5.1.3 The District shall interview internal applicants prior to considering external applicants as follows:

5.1.3.1 Applications to a transfer shall be submitted as per Section 5.2 and for promotions as per Section 5.3.

5.1.3.2 All applicants shall be evaluated based upon standards which relate directly to the duties, responsibilities and requirements of the position.

5.1.3.3 If no internal candidate is chosen, CSEA and the unit member shall be notified that they have not been chosen. Prior to the District posting and considering external candidates, CSEA and the unit member shall have the right to meet with the District regarding the denial within three (3)

working days of the denial. The unit member may choose to have their meeting with the District separately from CSEA. While the District supports the concept of promotion from within, that person deemed most qualified by the District shall be appointed.

5.1.4 When a unit member has been selected for transfer or promotion, the affected supervisors (sending and receiving) shall establish a mutually agreeable schedule for effecting the transfer/promotion.

5.1.4.1 The transfer/promotion shall occur within three (3) weeks of notification to the unit member of his/her selection unless a longer time period is approved by the Assistant Superintendent for Human Resources. The decision by the Assistant Superintendent for Human Resources regarding the start date of the transfer/promotion shall be final.

5.1.4.2 If the unit member's start date of transfer/promotion is delayed for more than three (3) weeks because of the decision of the Assistant Superintendent for Human Resources, the District will pay the unit member at the new rate even though the transfer/promotion has not yet taken effect.

5.2 Transfers

5.2.1 Unit Member Initiated

5.2.1.1 Procedure for unit member initiated request:

- a) Only permanent unit members that currently hold the same classification as the vacant position may apply for transfer to the vacant position through the application process of the Human Resources Department of the District.
- b) A request for transfer is without prejudice to the unit member and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the unit member, in writing, at any time prior to official notification of transfer approval.
- c) A unit member may request a transfer within his/her own classification that represents a longer work schedule.
- d) Only unit members whose most recent performance evaluation is satisfactory or better may apply for transfer. If the supervisor has not given a performance evaluation, the member's performance shall be deemed satisfactory.

5.2.2 District Initiated

5.2.2.1 The District may transfer a unit member on the basis of any of the following:

- a) layoff;
- b) work load conditions;
- c) budgetary considerations;
- d) changes in scope and quality of services;
- e) to alleviate significant detriment to a program;
- f) program needs.

5.2.2.2 While such transfers are at District discretion, the District shall not be arbitrary or capricious.

5.2.2.3 A unit member to be transferred may request a conference or a written statement regarding the reasons for the transfer.

5.2.2.4 The District shall meet with CSEA to provide the rationale for a transfer based on program needs prior to the transfer taking effect.

5.2.3 Medical Transfers

5.2.3.1 The District shall provide alternate work, if a position is available, to a unit member who has become medically unable to satisfactorily perform his/her regular job duties.

5.2.3.2 Any permanent unit member dismissed because of medical impairment shall be placed on a reemployment list for thirty-nine (39) months.

5.2.4 Trial Period

If a unit member who is in the initial probationary period is voluntarily transferred (13.2.3), they shall serve a combined probationary/trial period of six (6) calendar months, or 130 days of paid service, whichever is longer.

5.3 Promotions

Only permanent unit members may apply for promotion to the vacant position through the application process of the Human Resources Department of the District. Only unit members whose most recent performance evaluation is satisfactory or better may apply

for a promotion. If the supervisor has not given a performance evaluation, the member's performance shall be deemed satisfactory.

5.3.1 Step Placement

5.3.1.1 Upon promotion, a unit member will be placed on the lowest step of the new range which would result in an increase in the unit member's monthly salary of not less than five percent (5%).

5.3.1.2 The unit member shall receive a new anniversary date which will be the effective date of the appointment to the new classification for purposes of step increases.

5.3.2 Trial Period

5.3.2.1 The unit member shall serve in a new six (6) calendar month trial period or 130 days of paid service, whichever is longer (excluding the summer recess if the unit member is not assigned to perform duties during that period). If the unit member is deemed by the District to be progressing unsatisfactorily, they shall be offered the opportunity to return to his/her previous classification. The parties acknowledge that this may have a "domino" effect.

5.4 Interview Participation

5.4.1 CSEA shall be afforded the opportunity to appoint a representative to participate in the interview process for a classified position under the following conditions:

- a) The position to be filled is a bargaining unit position.
- b) The applicant pool includes a current bargaining unit member who has applied for transfer to the position.

5.4.2 In addition, the following general provisions shall apply:

- a) The CSEA President or designee will be provided notice as soon as reasonably practicable (typically not less than 72 hours in advance) of the dates and time of interviews.
- b) The President or designee will determine the classified member that will sit on the interview panel.
- c) The absence of a CSEA-appointed representative shall not preclude the interview process from going forward.

- d) The interview process shall be as determined by the District. The District shall provide the panelist with the complete application packet, including but not limited to the applications and other reference materials.
- e) If interviews occur outside the appointee's work hours, no additional compensation shall be earned.
- f) The District reserves the right to limit a particular appointee's participation if it is determined that the participation is negatively affecting his/her regular assignment. Any limitation shall not occur until the District has met with, and advised, the Chapter President.

ARTICLE 6

EVALUATION PROCEDURE

6.1 General Evaluation Provisions

An evaluation (**Exhibit F**) is a collaborative process between a classified unit member and their evaluator. An evaluation shall be based upon the direct observations and/or conclusions of the employee reached by the evaluator. In cases where the immediate evaluator works off-site, the immediate evaluator shall solicit feedback from an on-site administrator regarding an employee's performance prior to completing an evaluation. The evaluation shall not be based upon hearsay.

- 6.1.1 If a negative issue (or pattern of conduct) is to be referenced on the formal written evaluation, the supervisor shall have previously discussed it with the unit member.
- 6.1.2 Any negative evaluation shall include specific recommendations for improvements to be made.
- 6.1.3 A unit member shall have the right, during normal working hours and without loss of pay, to review, initial and date the evaluation. Their written response, if submitted within fifteen (15) workdays, shall be attached to the evaluation.
- 6.1.4 The unit member shall be given the opportunity to discuss the evaluation before it is placed in their personnel file. At the time of discussion, the unit member shall be given a copy of the evaluation and shall acknowledge receipt of the copy.
- 6.1.5 The evaluation shall be based upon the unit member's job description and assigned duties. It may include a consideration of work samples or other documentation submitted by the unit member. If work samples are submitted, they may be included in the written evaluation.
- 6.1.6 Any administrator evaluating a unit member shall sign and date the evaluation. Upon receipt of the evaluation, the Human Resources Division shall indicate the date of placement in the personnel file.
- 6.1.7 All evaluations shall be maintained at the District's central administration office in the personnel file.
- 6.1.8 All evaluations shall be kept in confidence and shall be available to designees of the District only when actually necessary in the proper administration of the District's affairs or the direct supervision of the unit member.

6.2 Evaluation Time Lines

- 6.2.1 Permanent unit members shall typically be evaluated not less than once every other year. The final written evaluation shall normally be presented to the unit member not later than the last student attendance day of an evaluation year. A permanent unit member may submit a written request for a more frequent evaluation.
- 6.2.2 Unit members serving a probationary period shall receive a written evaluation at the end of three (3) months and five (5) months.
- 6.2.3 Unit members serving a promotional trial period shall receive a written evaluation at three (3) months and at five (5) months.
- 6.2.4 No unit member will be required to attend a meeting to review their evaluation after the unit member's assigned work year.

6.3 Personnel Files

- 6.3.1 The District may take action against unit members on the basis of information which is not in the personnel file only in accordance with applicable Education Code provisions.
- 6.3.2 Information of a derogatory nature shall not be placed in the personnel file unless the unit member has been given written notice and an opportunity to review and comment on the information. Their written comments or response shall be attached if submitted within fifteen (15) workdays.

ARTICLE 7
HEALTH AND WELFARE BENEFITS

7.1 **Unit Member and Dependent Insurance Coverage**

7.1.1 **IRC 125 Plan**

The District shall establish and maintain an IRC 125 Plan for the benefit of unit members.

7.1.2 **District Funding**

Each unit member shall be entitled to receive a District contribution for insurance premiums in accordance with **Exhibit E**.

7.2 **Classified Benefits Committee**

The Association shall be entitled to equal representation on a Benefits Committee for the purpose of researching and reviewing proposed and current health and welfare programs. Association Committee Members are not authorized to agree to, or accept, any changes in the health and welfare program prior to receiving membership approval of the proposed changes.

ARTICLE 8

WAGES

8.1 Regular Rate of Pay

8.1.1 The regular rate of pay for each position in the bargaining unit shall be in accordance with the range placement (**Exhibit D**) and salary schedules (**Exhibit B**) established for each class.

8.1.2 At District discretion, unit members in a class may be compensated at a daily/hourly rate which will include earned vacation.

8.2 Step Increases

For each position in the bargaining unit, there shall be five (5) steps with five percent (5%) between each step and two and one-half percent (2-1/2%) between each range.

8.3 Out of Class Pay

8.3.1 Unit members shall not be required to perform duties which are not fixed and prescribed for the position by the Board of Trustees, unless the duties reasonably relate to those fixed for the position, except as authorized herein. An unit member required by the supervisor to perform duties inconsistent with their regular duties for a period of one (1) working day shall have their salary adjusted upward for the entire period they are required to perform such inconsistent duties.

8.3.2 A unit member may be required to perform duties inconsistent with those assigned upward for a period of one (1) or more working days provided that their salary is adjusted upward for the entire period they are required to work out of classification. The rate of compensation shall be five percent (5%) above the unit member's regular rate of pay or the difference between the unit member's regular rate and the temporary rate, whichever is greater.

8.4 Payroll Period

Wages for scheduled hours shall be paid once per month for services rendered during the month. Such wages shall be 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.

8.5 Payroll Errors

8.5.1 Salary Underpayment

Any salary underpayment shall be corrected and a supplemental check issued within five (5) workdays following the determination that an error was made.

8.5.2 Salary Overpayment

Any salary overpayment shall be corrected by payroll deduction pursuant to a mutually agreed upon repayment schedule which shall not exceed one (1) year. In the case of severe hardship, the District will approve a fair and equitable repayment schedule of longer than one (1) year. All salary overpayments are due in full upon separation from service for any reason.

8.6 Special Payments

Any payroll adjustment due as a result of reasons other than clerical errors shall be made and a supplemental check issued not later than thirty (30) days following written notice to the payroll department.

8.7 Lost Checks

Any paycheck which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced not later than twenty (20) days from the date of issue, following the unit member's written request to the payroll department for replacement of the check.

8.8 Mileage

Any unit member required to use their vehicle in the course of duties shall be reimbursed at the Internal Revenue Service standard mileage rate per mile for actual miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the unit member's normal job site after the completion of District business. This amount shall be payable in a separate warrant pursuant to the unit member's claim.

8.9 Meals

Any unit member who, as a result of a work assignment, must have meals away from the District, shall be reimbursed for reasonable meal expenses, pursuant to the unit member's claim.

8.10 Lodging

Any unit member who, as a result of a work assignment, must be lodged away from home overnight, shall be reimbursed by the District for reasonable lodging expenses, pursuant to the unit member's claim. Lodging receipts are required for reimbursement.

8.11 Longevity

8.11.1 Unit members shall, as a longevity increment, receive additional compensation. The increment shall be calculated as a percentage of the Range and Step on which the unit member is currently placed. The longevity increment shall be effective at the commencement of the following months of service:

| <u>Continuous Service</u> | <u>Increment</u> |
|------------------------------------|-------------------------|
| 61 st Month (5 years) | 3% |
| 121 st Month (10 years) | 4% |
| 181 st Month (15 years) | 5% |
| 241 st Month (20 years) | 6% |
| 301 st Month (25 years) | 7% |
| 361 st Month (30 years) | 8% |
| 421 st Month (35 years) | 9% |

8.11.2 The above percentages are not cumulative.

8.11.3 A unit member who first rendered service on days 1-15 of a month shall have the first of the month established as their anniversary date; a unit member who first rendered service on days 16-31 of any month shall have the first of the following month established as their anniversary date.

8.12 Professional Growth

Professional growth is the continuous purposeful engagement in study and related activities designed to retain and extend the high standards of the classified employees of the District.

8.12.1 Professional Growth compensation will be paid in accordance with the current Professional Growth Handbook. The parties shall complete the negotiations and

once completed the Handbook shall become **Exhibit M** of this agreement. The Professional Growth Handbook will be an automatic reopener each year.

8.12.2 Transcripts of work completed or verification of work completed, or in progress, must be submitted to the Human Resources Division to an HR Analyst on or before June 30th.

8.12.3 The Professional–Growth Incentive will be paid to the unit member by the commencement of each school year. Those who earned their Professional Growth incentive from the previous Professional Growth program, prior to April 28, 2023, will remain in legacy status and will retain their earned annual income.

8.12.4 Consideration for credit will only be given for courses taken at no District expense and during non-work hours.

8.13 Other Payments

8.13.1 Unit Member-Expenses and Materials

Should the employment duties of a unit member require use of any equipment or gear to insure the safety of the unit member or others, the District agrees to furnish such equipment or gear, as required to meet minimum Cal OSHA requirements.

8.13.2 Personal Property Loss - Reimbursement

The District shall reimburse unit members for personal effects damaged in the performance of duties; provided such damage occurs as a result of an action of someone other than the unit member's or of a circumstance for which the District is responsible. The District will replace damaged or lost personal property provided:

8.13.2.1 The use of the property has been mutually agreed upon by the immediate supervisor and the unit member.

8.13.2.2 The property has been registered with the Department Administrator.

8.13.2.3 Reasonable provision has been mutually made for the security of the property.

8.13.2.4 The District will not assume that portion of personal property losses covered by private insurance carriers.

8.13.3 Physical Examination

The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code Section 45122.

8.13.4 Achievement Awards

The District may provide a regular program of monetary awards for valuable suggestions, services or accomplishments to unit members under the provisions of Education Code Section 44015 or its successor. If such a program is provided, the District shall consult with the Association on implementation.

8.14 Special Paid Non-Duty Day

The Wednesday prior to Thanksgiving shall be designated as a paid non-duty day for classified unit members so long as it remains a non-duty day for teachers.

8.15 Staff Development

8.15.1 The District and CSEA will convene a committee to determine the staff development program for the 3 mandated professional development days. This may include but are not limited to the following as determined by the contracted Work Year Calendar and the Classified Staff Development Committee (CSDC)

- a) Job skills and professional development training
- b) Technical and computer skills training to all our unit members, in particular unit members of the IT Department so they can continue to develop their job skills to support the District investment in hardware and technology advancements.
- c) In-service training
- d) Cross-training work assignments
- e) Tuition benefits as incentive to take university level classes that could lead to a teaching degree and/or promotional opportunities.

8.15.2 Trainer Rate of Pay

The trainer will be paid a minimum of three (3) units based on the stipend chart below:

| <u>Units</u> | <u>Stipend Amount</u> |
|---------------------|------------------------------|
| <u>3</u> | <u>\$135</u> |
| <u>4</u> | <u>\$180</u> |
| <u>5</u> | <u>\$225</u> |
| <u>6</u> | <u>\$270</u> |
| <u>7</u> | <u>\$315</u> |
| <u>8</u> | <u>\$360</u> |
| <u>9</u> | <u>\$405</u> |

8.16 Early Retirement Incentive Program

8.16.1 Application Process

8.16.1.1 Each year of this Agreement the District offers and will fund up to five (5) Early Retirement Incentives.

8.16.1.2 Only unit members who are in paid status at the time of their application are eligible to apply for this program. Provided they meet the established criteria (see 8.16.1.6 below), any permanent unit member is eligible to apply for this program.

8.16.1.3 The District shall post annually the application period. Typically, it will commence on the first business day in July and close at close of business on the tenth business day of July. It shall be available only to unit members whose retirement will be effective between December 15 and the end of the school year. This requirement may, in unique circumstances, be waived by the District.

8.16.1.4 Should more than five (5) unit members apply for the Retirement Incentives during the initial application period, District seniority (adjusting for breaks of service) shall determine selection.

- a) Should a tie exist based upon the same-day application, a lottery shall determine selection.
- b) Applications can be submitted on a conditional basis. Should a unit member not be funded, they may withdraw their retirement request. If the member is funded, they may not withdraw their retirement application.

- c) If five (5) unit members do not apply during the initial application period (see 8.16.1.3), those who did will be funded and the application period shall be extended to the end of the calendar year for the remaining openings.
- d) Unit members who submit their application during the extended application period shall be funded on a first come first-served basis.
 - i) “First” shall be by day and not by hour or minute.
 - ii) Where two or more unit members submit their application on the same day of the extended application period, seniority shall be utilized as a tiebreaker as necessary. If this is equal determination, shall be by lottery.

8.16.1.5 The District may, in its discretion and based upon its assessment of its financial condition, offer additional (beyond five (5)) Retirement Incentives in any year. If offered, they shall be made available in accordance with Section 8.16.1.4. above.

8.16.1.6 To be eligible for this benefit, the unit member shall have rendered not less than ten (10) years of service to the District and have attained the age of 55 years by the date of their retirement.

8.16.1.7 This program will be in addition to any benefit provided to retiring employees pursuant to **Exhibit E** of this Collective Bargaining Agreement.

8.16.2 Incentive Amount

8.16.2.1 An eligible retiring full-time unit member will receive one hundred (100) percent of the difference between the first step of their classification, and the classification range and step of the retiring unit member. Longevity and shift differential shall be included in the calculation. A part-time unit member shall receive a prorated amount.

8.16.2.2 The Retirement Incentive amount shall be paid within 30 days following the District’s determination of eligibility and the unit member’s retirement date, whichever is later.

8.17 Statement of Interest

The District and CSEA share a common interest in ensuring that *all employees are fairly compensated within the limits of District resources*. The parties acknowledge, however, that the State often places “strings” on funding for education. Unless consistent with these factors, for the term of this Agreement, it is not the District’s intention to create a disparate distribution of available funds among bargaining units.

8.18 Stipends

Effective July 1, 2017, the stipend scheduled outlined in **Exhibit I** shall be implemented. The updated Exhibit I regarding the Education Stipend will go into effect November 1, 2023 and ongoing thereafter.

ARTICLE 9

DISCIPLINE OF PERMANENT UNIT MEMBERS

9.1 Definition

Discipline, as used in this Article includes, but is not limited to dismissal, demotion, suspension, reduction in hours or class without the permanent unit member's voluntary consent. A layoff or reduction of hours, based on lack of work or lack of funds, shall not be considered discipline. This Article shall not limit the District's right to evaluate or to reprimand orally or in writing or to counsel unit members, nor shall anything in the District's evaluation procedures limit the District's right to discipline unit members pursuant to this Article.

9.1.1 Permanent/Probationary

Unit members with permanent status shall be subject to discipline only for cause pursuant to this Article. The probationary period is an extension of the selection process. As such, a probationary employee may be terminated, at any time, at the sole discretion of the District.

9.1.2 Progressive Discipline

9.1.2.1 The District supports the concept of "progressive discipline." While the underlying premise is a progressive application of corrective measures, not all steps are appropriate in every circumstance.

9.1.2.2 The steps in "progressive discipline" include:

- Oral Warning/Conference
- Written Warning
- Letter of Reprimand
- Suspension Without Pay/Reduction in Pay
- Dismissal

9.1.2.3 IMPORTANT NOTE: The steps to be applied in the "progressive discipline" process are reserved to the District's discretion based on a consideration of factors such as: the unit member's total work record, the seriousness of the offense, whether it is repeat conduct, the impact on students and the educational program, etc. In some instances, the initial (and only) step will be dismissal.

9.2 Causes for Discipline of a Permanent Unit Member

The District may discipline permanent unit members pursuant to the following provisions:

9.2.1 The discipline shall be based upon just cause, including but not limited to:

- 9.2.1.1 Falsifying any information supplied to the District. This includes, but is not limited to, information supplied on application forms, employment records, time sheets or cards, absence forms or any other District records.
- 9.2.1.2 Incompetency or inefficiency in performance of the duties of his/her position.
- 9.2.1.3 Abandonment of position. Five (5) of the affected unit member's workdays of continuous absence without approved leave shall be deemed abandonment and shall result in termination as a voluntary resignation. This shall not require further District action; however, the unit member shall, if requested, be provided the opportunity to demonstrate good cause to excuse his/her absence.
- 9.2.1.4 Repeated and/or unauthorized absenteeism and/or tardiness, including abuse of illness or other leave provisions.
- 9.2.1.5 Conviction of any felony or conviction of any sex or substance abuse offense made relevant by provisions of the Education Code. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- 9.2.1.6 An act of insubordination. This shall include, but is not limited to, refusal or other failure to either comply with a direct order and/or to perform regular or other assigned work and/or refusal to cooperate fully.
- 9.2.1.7 While on duty: either used, sold/furnished, or was under the influence of, or unlawfully possessed any controlled substance (as defined in Health and Safety Code Section 11007 et seq.).
- 9.2.1.8 While off duty: unlawfully sold/furnished, was under the influence of, or possessed any controlled substance (as defined in Health and Safety Code Section 11007 et seq.).
- 9.2.1.9 Consumption of an alcoholic beverage, or an intoxicant of any kind, while on duty or in such close time proximity thereto as

to cause any detrimental effect upon the unit member or upon employees associated with him/her. Specifically included is carrying an alcoholic beverage, or intoxicant, into a District facility or onto a District property.

9.2.1.10 Knowingly providing, in a verbal or written manner, confidential unit member and/or student records to an unauthorized person or persons.

9.2.1.11 Dishonesty or theft, including deliberate destruction, damage or removal of District or another person's property.

9.2.1.12 Willful/knowing violation of District rules, policies or procedures. This shall also include refusal to obey safety rules or regulations made applicable to public schools by the State Board of Education or by any other appropriate state or governmental agency.

9.2.1.13 Failure to possess or keep in effect any license, certificate, or other similar requirement required by the State of California for service in the unit member's classification shall result in termination as a ministerial act.

9.2.1.14 Inexcusable, discourteous, offensive, or abusive conduct or language toward the public, a pupil, or another officer or employee of the District.

9.2.1.15 Conduct, either during or outside of duty hours, which negatively impacts the unit member's ability to render service to the District.

9.2.1.16 Any cause set forth in the California Education Code which mandates discipline, dismissal, or prohibits hiring.

9.2.2 No disciplinary action shall be taken for any cause, or based upon any event, which arose prior to the unit member achieving permanent status, nor for any cause or event which arose more than two (2) years preceding the date of filing of the written notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District. Such prior event(s), however, may be utilized in determining the appropriate level of discipline.

9.3 Procedure for Imposing Suspension, Reduction in Pay and/or Dismissal of a Unit Member

9.3.1 Informal Conference

9.3.1.1 A unit member against whom a suspension without pay, reduction in pay and/or dismissal (hereafter “disciplinary action”) is being considered may be requested to attend a conference with the Human Resources Director or his/her designee prior to official written notification or any proposed disciplinary action. At such conference, the unit member shall be informed orally of the specific disciplinary action being considered, as well as the reasons therefore, and be given an opportunity to respond thereto.

9.3.1.2 The unit member may be represented at such conference by a representative of his/her choice. Holding such an informal conference is discretionary with the District and failure to do so shall not invalidate any disciplinary action taken pursuant to this regulation.

9.3.2 Pre Disciplinary Safeguards

Prior to the imposition of disciplinary action, the District shall give written notice to the unit member. This written notice of disciplinary action shall be deemed sufficient if personally delivered or sent to the unit member by certified mail, return receipt requested, at least five (5) calendar days prior to the date when the disciplinary action is proposed to be effected.

9.3.3 Contents of the Written Notice

The contents of the written notice shall include, but need not be limited to, the following:

9.3.3.1 A statement, in ordinary and concise language, of the specific acts and omissions upon which the disciplinary action is based;

9.3.3.2 A statement of the cause, or causes, for the action taken;

9.3.3.3 If it is claimed that the unit member has violated a rule or regulation of the District, a statement of the rule or regulation;

9.3.3.4 A statement of the discipline proposed, including beginning and ending date(s), if appropriate;

9.3.3.5 A statement that the unit member may file a request for hearing before the Board of Trustees directly with the Superintendent or his/her designee within five (5) days that the District office is open for business after service of the written notice;

9.3.3.6 A statement that if the unit member does not respond pursuant to 9.3.3.5 above, the District will impose the discipline as noticed.

9.4 Immediate Effect

9.4.1 Notwithstanding other provisions of this Article, a unit member against whom disciplinary action is to be taken may be immediately placed on administrative leave with pay upon verbal notification pending a hearing when the District determines that his/her presence would be detrimental to the welfare of the District, the pupils, the public, or other employees of the District.

9.4.2 This verbal notification shall be followed by service upon the unit member of the written notice as set forth in 9.3.3.

9.5 Association Representation

The unit member may request the presence of an Association representative at any meeting scheduled by an administrator where disciplinary action is the subject of investigative questioning.

9.6 Hearing Before the Board of Trustees

9.6.1 If the unit member served with a recommendation for disciplinary action files a timely request for hearing, the Board of Trustees may conduct such hearing itself or may appoint a designee to conduct such a hearing.

9.6.1.1 Such designee may include, but is not limited to, a hearing officer (e.g., an Administrative Law Judge obtained through the Office of Administrative Hearings).

9.6.1.2 Any decisions rendered by such a designee shall be advisory to the Board.

9.6.2 If a unit member requests a hearing and subsequently fails to appear at the hearing, the unit member shall be deemed to have waived any right to participate or be represented at the hearing and action may be taken without further notice to the unit member, based upon the recommendation for disciplinary action prepared by the Superintendent or his/her designee, and previously served upon the unit member.

- 9.6.3 The hearing shall be conducted in closed session unless the unit member requests a public hearing. The Board or its designee may deliberate in the absence of the unit member and the District administration.
- 9.6.4 At such hearing, the unit member shall be entitled to appear personally, to be represented by a person of his/her choice to introduce relevant evidence on his/her behalf, to cross-examine witnesses and to challenge evidence presented by the District.
- 9.6.5 The Board of Trustees' determination of the sufficiency of the cause for disciplinary action shall be conclusive.

9.7 General Provisions

- 9.7.1 Suspension pursuant to this Article shall not reduce or deprive the unit member of seniority or health benefits.
- 9.7.2 Nothing in this Article shall limit the District's right to institute dismissal and/or immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code, nor shall discipline under this Article be regarded as a precondition of any proceedings under the California Education Code.
- 9.7.3 A proposed disciplinary action may be settled at any time. The terms of such settlement shall be reduced to writing. A unit member offered a disciplinary settlement by the District shall, if requested by the unit member, be granted a reasonable amount of time to have the proposed settlement reviewed by his/her chosen representative prior to signing it.
- 9.7.4 A copy of any proposed discipline, which has been reduced to writing, shall be simultaneously sent to the Chapter President or his/her designee. The designation of any person other than the Chapter President shall be in writing.
- 9.7.5 All proceedings involving proposed discipline shall be private, and all parties shall keep the matter as confidential as reasonably possible under the circumstances.

ARTICLE 10
CONTRACTED SERVICES

In the event the employer is considering contracting out transportation services, the Association will be given written notice to such effect.

ARTICLE 11

GRIEVANCE PROCEDURE

11.1 Purpose

This grievance procedure shall be used to process and resolve grievances arising under this Agreement. The purposes of this procedure are to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

11.2 Definitions

11.2.1 A grievance is an alleged violation, misinterpretation or misapplication of the terms of this Agreement, which directly and adversely affects the unit members.

11.2.2 “Grievant” means either the affected unit member and/or the Association. After Level II, Grievant means only the Association.

11.2.3 Actions to challenge or change the terms of the Agreement shall not be considered a grievance. Matters for which a specific method of review is provided by law or by the terms of this Agreement, are not within the scope of this procedure.

11.2.4 A “day” shall be any day the District office is open for business.

11.3 Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of both parties the time limitation for any step may be extended.

11.4 Informal Discussion

Initially, the aggrieved unit member shall discuss the grievance directly or through his/her representative with the immediate supervisor.

11.5 Level I

If the informal discussion does not resolve the grievance, a formal grievance may be initiated not later than thirty (30) days after the event or circumstances occasioning the grievance.

11.5.1 A formal grievance shall be initiated in writing (**Exhibit H**) and shall be filed with the immediate supervisor on forms prepared jointly by the

administration and the Association. Such forms will be readily available at all job sites.

11.5.2 Within ten (10) days after the filing of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant.

11.6 Level II

If the grievant is not satisfied with the decision rendered at Level I, they may appeal the decision within ten (10) days to the Superintendent or his designee.

11.6.1 The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.

11.6.2 Within ten (10) days, the Superintendent or his designee shall investigate the grievance and give his decision in writing to the grievant.

11.6.3 A group grievance may be filed, providing the Association and the District agree, at Level II.

11.7 Level III

If the grievant is not satisfied with the decision rendered at Level II, the Association may appeal the decision within ten (10) days to 1) the Board of Trustees, directly, or 2) advisory arbitration. The appeal shall include a copy of the original grievance, the decision rendered at Level II, and a clear, concise statement of the reasons for the appeal.

11.7.1 Appeal Directly to the Board of Trustees

11.7.1.1 The Board shall schedule the matter for a hearing at an executive session to be held within thirty (30) days after receipt of the appeal.

11.7.1.2 Within fifteen (15) days after the hearing the Board shall give its decision in writing to the grievant.

11.7.2 Advisory Arbitration

11.7.2.1 The parties shall select a mutually acceptable advisory arbitrator. In the event they are unable to agree on an advisory arbitrator within ten (10) days of the submission of the grievance to advisory arbitration, the advisory arbitrator shall be selected from a list submitted by the State Mediation and Conciliation Service. If the grievant and the District cannot

agree on an advisory arbitrator from the list, each party shall alternately strike names until only one name remains.

11.2.7.2 The advisory arbitrator shall conduct a hearing at which both parties may present evidence. After concluding the hearing, they shall prepare a report listing the issues, the pertinent facts found at the hearing, and a recommendation for resolution. This report shall be sent to the Board of Trustees, with copies to the grievant, the Association and the Superintendent. The cost of the advisory arbitrator shall be borne equally by the parties.

11.7.2.3 If either party is not satisfied with the recommendations of the advisory arbitrator, the matter shall be referred to the Board of Trustees within fifteen (15) days after receipt of the advisory arbitrator's report. The Board shall within thirty (30) days after said referral render a final and binding determination of the grievance and shall within ten (10) days after its determination give its decision in writing to the grievant.

11.8 Miscellaneous Provisions

11.8.1 Response

If the District fails to respond to a grievance within the time limits specified for that level, the grievant shall have the right to appeal to the next level.

11.8.2 Records

No grievance shall be retained in the unit member's personnel file. All records of the proceedings shall be retained by the Human Resources Department in a separate grievance file.

11.8.3 Reprisals

No reprisals shall be taken by or against any participant in a grievance by reason of such participation.

11.8.4 Unit Member-Processed Grievance

Prior to Level III, a unit member may present a grievance and have such grievance adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

11.8.5 Release Time

A reasonable number of representatives of the Association shall have the right to receive reasonable periods of release time for the processing of grievances.

ARTICLE 12

DISTRICT REQUIRED UNIFORMS

12.1 Affected Unit Members

The District shall provide unit members in the following classifications with uniforms:

Child Nutrition Services
Custodians
Groundskeepers
Maintenance Workers
School Bus Drivers
Warehouse Delivery Drivers
Lead Warehouse/Buyer

12.2 Procedures

12.2.1 On initial employment as a probationary employee (and on a one-time only basis), the District agrees to purchase seven (7) uniform shirts for each unit member.

12.2.2 During the month of July, the District will provide each probationary and permanent unit member with two (2) additional uniform shirts.

12.2.3 Upon initial employment as a probationary employee in the Child Nutrition Services Department (and on a one-time only basis), the District agrees to purchase five (5) smocks for each unit member. Additional smocks will be provided as deemed necessary by the Coordinator of the Child Nutrition Services program.

12.3 General Provisions

12.3.1 The District specified uniform shall be worn by all unit members indicated above whenever they are engaged in District service.

12.3.2 The laundering and care of the uniform shall be the responsibility of the unit member.

12.3.3 A uniform which is rendered not serviceable shall be:

12.3.3.1 upon presentation of the damaged shirt, replaced by the District, if the damage occurred in the normal performance of the unit member's duties;

12.3.3.2 replaced by the unit member if the damage resulted from the negligence of the unit member.

12.3.4 Uniforms shall be worn only when the unit member is engaged in services to the District (normal commuting excepted).

12.3.5 All uniforms remain the property of the District. When a unit member severs employment with the District, all District uniforms shall be returned to the District. If fewer than seven (7) serviceable uniforms are returned, the cost of the corresponding number of new uniforms shall be deducted from the unit member's severance pay.

ARTICLE 13

PROBATIONARY PERIOD

13.1 Continuation of the Selection Process

The probationary period (and the Trial Period – see 13.2.2 and 13.2.3) is a continuation of the selection process. As a result, release during the probationary period or the trial period is at the sole discretion of the District and no reason need be given for the release.

13.2 Length of Probation

13.2.1 Initial Employment

Upon initial employment in a bargaining unit position, the probationary period shall not exceed six months or 130 days, whichever is longer.

13.2.2 Promotion

Upon promotion, see Article 5.3.2, the trial period is six (6) months. This trial period excludes any non-work time during the summer recess.

13.2.3 Voluntary Lateral Transfers and Voluntary Demotion

When a permanent unit member voluntarily engages in a lateral transfer (either same classification or another classification at the same pay range) or a demotion to a position in a classification at a lower pay range, there is a trial period of six (6) months.

13.2.4 Release During Trial Period

If a unit member is released during a trial period (13.2.2 or 13.2.3), they shall have the right to return to his/her former position (if a lateral transfer) or to his/her former classification (if a voluntary demotion).

13.2.4.1 The parties recognize that this may have a “domino effect.”

13.2.4.2 This return right shall not be applicable if the unit member is released for reasons that constitute cause for discipline.

13.2.4.3 This shall not apply in the case of District initiated transfer, demotions, or in the case of layoff related bumping, because there is no trial period in such cases.

ARTICLE 14

SAFETY

The District shall comply with all safety requirements imposed by State or Federal laws or regulations. No unit member shall in any way be discriminated against as a result of reporting any condition believed to be a violation.

ARTICLE 15

SAVINGS

If any provision of this Agreement is adjudged by a court of competent jurisdiction to be illegal and such judgment becomes final, such provision shall be invalid but all other provisions shall continue in full force and effect.

ARTICLE 16
COMPLETION OF AGREEMENT

This document comprises the entire Agreement between District and Association on matters within the lawful scope of negotiations. The District shall have no further obligation to meet and negotiate during the term of this Agreement on any subject whether or not said subject is covered by this Agreement, even though such subject was not known or considered at the time of the negotiations leading to the execution of this Agreement.

ARTICLE 17

ORGANIZATIONAL RIGHTS

17.1 Organization Rights

CSEA shall enjoy the following organization rights:

- 17.1.1 The right of reasonable access to areas in which unit members work for the purpose of representing bargaining unit members. All access must be preceded by notice to the site administrator/supervisor. This right of access may be revoked/suspended if it disrupts or interferes with employee work and/or the educational process.
- 17.1.2 The right to use bulletin boards designated for Association use by the District for the display of information or notices related to CSEA's representation of unit members. All material displayed shall be in good taste and not offensive to the public, employees, students, and/or Board members.
- 17.1.3 The right to use facilities and buildings in accordance with adopted Board policy governing the use of school facilities and buildings. The use of District communication equipment shall be governed by the District-wide policy on this topic. Such use is limited to non-work time. All costs (e.g., long distance charges and paper) to the District must be reimbursed by CSEA.
- 17.1.4 The right to receive, upon request, copies of non-confidential documents which have been prepared by the District when such documents are reasonably necessary to the Association's duties as the exclusive representative. This shall include any budget or financial material which has been submitted to the Board of Trustees.
- 17.1.5 Unit members whose normally assigned work shift is during a period when a CSEA Chapter meeting is scheduled will be allowed a total of ninety (90) minutes per month, during the months of September through June, to attend Chapter meetings.
 - 17.1.5.1 Attendance at Chapter meetings shall be pre-approved by the unit member's supervisor and shall not conflict with the needs of the District.
 - 17.1.5.2 At the request of the administration, the Association will provide a list of individuals in this category who actually attended a given Chapter meeting.
 - 17.1.5.3 Such attendance shall not reduce the unit member's regular pay provided they make up all release time in accordance with a schedule approved by his/her supervisor. Typically, the release time must be made up within the same pay period. Release time to attend the Chapter meeting shall not result in any increased cost to the District (e.g., pursuant to a provision such as double-time after midnight).
- 17.1.6 The right to be supplied, upon written request by CSEA's Chapter President, with a

complete roster of all bargaining unit members on the effective date of this Agreement, and every year thereafter for the life of this Agreement.

17.2 Association Leave

17.2.1 The District will grant Chapter officers, or other unit members designated by the Chapter, release time to attend the annual CSEA conference.

17.2.1.1 The Chapter shall provide written notice to the District of the persons designated to attend.

17.2.1.2 As much advance notice as reasonably possible shall be provided so that the orderly operations of the District are not affected.

17.2.1.3 Up to one hundred twenty (120) hours (total) per school year may be used by the bargaining unit for this purpose without charge.

a) If desired, the Chapter may utilize up to forty (40) additional hours of leave provided the District is reimbursed for the cost of substitutes.

b) The use of these substitute reimbursement hours requires advance approval and shall not negatively impact the educational program.

17.2.1.4 Absence for this leave shall be entered into the unit members absent tracking system account.

17.2.2 All District-approved release time that is related to Association business (e.g., negotiations, grievance investigation/adjustment and Benefits Committee participation) shall be entered into the unit member's system account.

17.3 Stewards

17.3.1 CSEA will keep the District advised in writing of the identity of its designated Chief Steward and other Stewards at all times.

17.3.2 A unit member shall have the right to have a Steward present if they are directed to participate in an investigatory interview which the unit member reasonably believes may result in discipline. If a Steward is not available, the District will postpone the investigatory interview for a reasonable time to permit either the desired Steward or an alternate to be present.

17.3.3 A Steward shall be entitled to investigate and adjust grievances on behalf of unit members.

17.3.3.1 The District and CSEA recognize that the role of the Steward is an essential element in a positive labor/management relationship.

- a) CSEA and the District also recognize, however, that a Steward's employment relationship is to the District.
- b) As a result, without prior permission from his/her supervisor, a Steward is not to engage in any action during working time to investigate or adjust a grievance.

17.3.3.2 When adjusting or investigating a grievance, a Steward shall first attempt to meet with other District employees during non-working time (i.e., before/after work hours, during lunch or during a break).

17.3.3.3 If this is not reasonably possible, the Steward shall contact the other employee's supervisor and schedule a mutually convenient time to meet with the employee.

17.3.3.4 The objective of this provision is to avoid interrupting or interfering with the work of another employee. Permission to meet will not be unreasonably denied.

ARTICLE 18

TERM AND REOPENERS

18.1 Term

18.1.1 Except as otherwise set forth herein, this Agreement between the parties shall remain in full force and effect from ratification through and including June 30, 2026 or until a successor bargaining agreement has been ratified by the parties.

18.1.2 Salary and Benefits

Each July 1 of this Agreement the following shall occur:

18.1.2.1 CSEA shall receive the same total percentage adjustment (not less than zero (0) without negotiating with CSEA regarding alternatives) that is uniformly applied to the APT salary schedule plus any portion of the negotiated adjustment that was re-directed by APT and the District for other purposes. The District and CSEA will meet to negotiate how the total percentage adjustment will be applied to CSEA.

18.1.2.2 If one time compensation is uniformly granted to APT, the District and CSEA will meet to negotiate how to grant a comparable percentage of compensation to CSEA unit members. (Ref. Section 8.17 Statement of Interest.)

18.1.2.3 Abeyance

This section 18.1.2 shall, upon the expiration of this Contract, be placed in abeyance until a successor contract has been reached by the Parties.

18.2 Completion of Negotiations

18.2.1 Salary Schedule Increase

The 2023-2024 salary schedules shall be increased by five point sixty-five percent (5.65%) effective July 1, 2023 using a pilot program Fair Share Formula. Under the “me too” section in 18.1.2 above, should APT negotiate an increase greater than 6.67% for 2023-2024, then CSEA shall receive the difference between this increase and 6.67%. Should APT negotiate an increase equal to or less than 6.67%, then CSEA shall receive 5.65% based on the Fair Share Formula. See **Exhibit B** Salary Schedules.

18.2.2 Medical Benefit Increase

Effective January 1, 2024, the District contribution for Health and Welfare Benefits (see **Exhibit E**) shall be increased by ten percent (10.0%) for CSEA unit members participating in one of the District’s medical plans.

18.2.3 Negotiations shall be complete through the 2023-2024 school year.

18.3 Reopeners

Prior to the 2024-2025 school year, the parties agreed to reopen negotiations on the pilot Fair Share Formula, Salary, Professional Growth Handbook, and Benefits in addition to two Articles. For the 2025-2026 school year, each party may reopen two Articles other than Salary, Professional Growth Handbook, and Benefits (see above).

ARTICLE 19

DEFINITIONS

- 19.1 “Notice” – unless otherwise specified, is defined as electronic notification to a District issued email account.
- 19.2 “Posted” – unless otherwise specified, is defined as posted in writing at the District Office, coupled with electronic notice to each CSEA site representative or designee.
- 19.3 “Full Time Employee” – unless otherwise specified, is defined as eight (8) hours per day, five (5) days per week regardless of work year calendar.
- 19.4 “Pro-Rating” – unless otherwise specified shall be based on the service rendered by the part-time unit member in relation to the amount of service rendered by a “full-time employee.”
- 19.5 “Business Day” – unless otherwise specified, is a day the District Office is open for business.
- 19.6 “NOE” is a Notice of Employment.
- 19.7 “Promotion” – unless otherwise specified is defined as movement to a new position in a classification which is at least one range higher than the unit member’s current classification.
- 19.8 “Transfer” – unless otherwise specified is defined as a change of position within the same classification which is at another site/department.
- 19.9 “Permanent” – unless otherwise specified is defined as tenure in a classification in which the unit member passed the probationary period.
- 19.10 “Internal candidate” – unless otherwise specified is defined as a classified bargaining unit member in an assignment already employed by the District.
- 19.11 “External candidate” – unless otherwise specified is defined as someone not yet employed by the District in an assignment as a classified bargaining unit member.

ARTICLE 20

LAYOFF AND REEMPLOYMENT

20.1 Definitions

20.1.1 Seniority

- a) Except as noted below, seniority shall be determined by the unit member's date of initial employment in either a probationary or permanent capacity (excluding short term and /or substitute).
- b) For unit members employed on or after July 1, 2002, seniority shall be as set forth in the seniority lists(s) developed jointly by the District and CSEA. These seniority lists freeze the seniority of current unit members, irrespective of actual initial hire date, in the relative order that they held on June 30, 2002.
- c) If two or more unit members subject to lay off have equal seniority in a classification, the determination as to who shall be laid off will be made on the basis of initial date of hire in the District; and if that be equal, then the determination shall be made by lottery.

20.1.2 Bumping

Shall be defined as the displacement of a junior unit member by a more senior unit member to avoid the layoff, or reduction in hours, of the senior unit member.

20.2 General Provisions

20.2.1 Subject to Layoff

Unit members shall be subject to lay off by the Board of Trustees for lack of work or lack of funds:

- a) When positions must be eliminated at the end of any school year, permanent unit members will be subject to lay off, and shall be given written notice on or before March 15, and a final notice by May 15, informing them of their lay off effective the end of such school year. However, for specially funded programs, such notice shall be given no less than sixty (60) calendar days prior to the effective date of their lay off and unit members shall be given their displacement and reemployment rights.

20.2.2 Order of Layoff

Whenever a position is laid off, the order of layoff within the class shall be determined by length of service. The unit member with the least seniority in the affected classification, plus seniority in an equal or higher classification shall be laid off first.

20.2.3 Written Notice

- a) A written notice of layoff shall be given to permanent unit members no later than March 15, and final notice by May 15, prior to the effective date of the layoff by Certified Mail and/or personal service. Procedures for layoff notice and right to hearing are set forth in *Ed Code section 45117*.
- b) The written notice shall contain:
 - i) The unit member's seniority;
 - ii) The unit member's displacement rights, if any;
 - iii) The unit member's reemployment rights;
 - iv) The unit member's right to discuss the layoff with the Human Resources Department; and
 - v) The unit member's right to apply for benefits under the unemployment insurance code.
- c) Copies of layoff notices shall be provided to CSEA.
- d) Unit members who have been given notice of layoff shall respond to the designated contact in Human Resources in writing, including email, within three (3) working days, after receiving such notice by personal service and/or Certified Mail, of their intent to exercise seniority rights for "bumping," to an equal or lower classification or reduction of assignment in hours.

20.2.4 Salaries-Benefits

- a) Salaries – Voluntary Reassignment and Voluntary Demotion

The current salary of the unit member who is voluntarily demoted to or voluntarily consents to a reassignment lower in classification (see 3.20) shall be maintained at the same hourly or monthly rate (whichever is applicable) until the salary appropriate to the reassignment exceeds the Y-rated hourly or monthly salary on succeeding salary schedules. This means the unit member will receive no less than their current hourly or monthly rate (whichever is applicable) based on range and step at the time of action of demotion or reassignment.

- b) Benefits – Layoff

The full-time unit member in permanent status, in addition to any other benefits provided, shall be entitled to medical/dental coverage at no expense to the unit member for a period of two (2) months from the effective date of layoff. Part-time unit members shall be entitled to medical/dental coverage

on the basis of their proration of benefits for a period of two (2) months from the effective date of the layoff. The coverage shall be equal to that purchased by the District and/or the unit member during active employment status. The unit member shall provide the District with proof of enrollment into COBRA. The District will pay the invoice for the unit member for the cost of COBRA for the period of two (2) months.

20.2.5 Opportunity to Substitute

Unit members who are laid off shall be offered an opportunity to substitute. The District shall send all members an interest form for substitute work within ten (10) working days of their effective date of layoff (Exhibit J). Affected members who submit the interest form shall be offered substitute work in classifications in which they were laid off during the period of time that they remain on the reemployment list, as described below:

- a) Affected members who submit the interest form shall be offered any substitute work in their classification prior to that work being offered to other unit members and/or non-bargaining unit members. Failure to accept such offers shall not diminish the unit members' recall rights.
- b) Members who substitute in their classification shall be paid at their same rate at the time of layoff.

20.2.6 Volunteers

The District shall not abolish any of its classified positions and utilize volunteers in lieu of classified unit members who are laid off as a result of a position or reduction in hours of a position, nor may the District refuse to employ a person in a vacant classified position and use volunteers in lieu thereof. This shall not be construed to limit the District's ability to utilize volunteers in accordance with law.

20.3 Bumping Procedures

- 20.3.1 A unit member whose position is eliminated, whose hours are reduced, or who is bumped from their present position, may bump a unit member with lesser length of service, within their classification. The unit member shall be offered placement into the position of the least senior unit member with the same number of hours or more.
- 20.3.2 If no position of equal or more hours is available, the unit member may be offered a position to bump within the same classification with less hours (voluntary reduction of hours).
- 20.3.3 If no such position is available, the unit member may also be offered to bump into a position in an equal or lower classification in which the unit member previously gained permanent status provided their seniority is greater than the least senior unit member in that equal or lower class. Seniority shall include the total length of service in the equal or lower class plus length of service in the class from which layoff occurs and in higher class.

20.3.4 A unit member displaced from their classification as a result of being bumped shall have the same bumping rights as set forth above.

20.3.5 If no positions are available for the unit member to bump into or the unit member declines to bump, they shall be placed on the thirty-nine (39) month reemployment list.

20.4 Voluntary Consent to Reduction/Demotion

If bargained by the District and CSEA, a permanent unit member may voluntarily consent to a reduction in hours of employment or to an assignment to a lower classification in order to avoid layoff.

- a) Unit members who accept voluntary demotions or voluntary reductions in assigned time in lieu of layoff, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of twenty-four (24) months.
- b) Unit members who accept voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in their former class to positions with increased assigned time as vacancies become available and without limitation of time, but if there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.
- c) Unit members who accept voluntary demotions to a class not previously held in lieu of layoff may be reclassified to positions for which they qualify. The determination of eligibility for reclassification shall be made by the Board of Trustees on a class by class basis with preferential reassignment rights given to affected unit members before the hiring of any person who has not previously held a position in the District. Such unit members may be granted specialized training which would qualify them for other positions in the District for which they do not currently qualify. This may be accomplished by in-service training and/or other educational courses.

20.5 Retirement in Lieu of Layoff

Retirement in lieu of layoff may be elected by any unit member to accept a service retirement in lieu of layoff or voluntary demotion, or reduction in assigned time in connection with a layoff, subject to the rules of CalPERS.

- a) Such unit member shall, within ten (10) working days prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.
- b) The unit member shall then be placed on a thirty-nine (39) month reemployment list; however, the unit member shall not be eligible for reemployment during such other period of time as may be specified pertinent by Government Code Sections.

- c) When an offer of reemployment is made to an eligible retired person under this Agreement, and the District receives within three (3) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate their retired status.
- d) Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this section.

20.6 Reemployment Rights

- a) Unit members laid off shall be placed on reemployment lists and ranked in accordance with their proper seniority.
- b) Unit members laid off are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in order of seniority over any new external applicants within their classification or into any classification for which they are qualified and meet the minimum qualifications. In addition, such unit members laid off have the right to be considered for promotions within the District during this period of time.
- c) Offers of reemployment shall be made on the basis of the reemployment lists and such unit members shall be notified by phone at the last known phone number on record. All phone call attempts shall be documented by Human Resources and a voicemail shall be left if the call is not answered. If the number on record is incorrect, or out of service, the District shall mail a notice via Certified/Registered Mail to further show an attempt of contact was made.
- d) A unit member shall notify the District in writing of their intent to accept or refuse a reemployment offer from Human Resources within three (3) days.
 - i. Failure to respond by the unit member shall be deemed as a refusal of the reemployment offer.
 - ii. A unit member on a reemployment list may decline three (3) offers of reemployment in their former classification. After the third refusal, no additional offers need be made except when a unit member may, during the period of entitlement, notify the District of availability and shall thereafter be entitled to offers of employment for which the unit member is eligible.
- e) A unit member who is laid off, and subsequently reemployed from a valid reemployment list within thirty-nine (39) months after a layoff, shall retain their seniority and status earned prior to the effective date of layoff.
- f) This seniority shall be utilized to compute entitlement to vacation accrual, longevity steps, rotational placement for assignments, and other benefits and burdens which are specifically mandated by the Education Code.

ARTICLE 21

RECLASSIFICATION

21.1 Definition

For the purposes of this procedure:

- a) Reclassification is a change in job duties which results in either a range change, a change in classification or both.
- b) Reorganization is a fundamental change in the delivery of services within the district or a department of the district which has a negotiable effect on a unit member.
- c) A unit member has experienced a "gradual accretion of duties" where, they has:
 - i. Experienced a substantive increase in job duties which are outside his/her classification. Substantive changes may include a single large change or many small changes in job duties and is not necessarily dependent on how many times the task is completed, and
 - ii. Performed those job duties for at least six (6) months on a consistent and ongoing basis.

21.2 Eligibility

21.2.1 A unit member (or his/her supervisor) may request that his/her position be considered for reclassification:

- a) After they has served at least one year in that position; and
- b) If the basis for the request is:
 - i. a gradual accretion of duties; or
 - ii. a management reorganization that has resulted in a significant change in job duties.

21.2.2 The Association may request that a group of positions within a classification or an entire classification be considered for reclassification. The basis for the request must be that the duties being performed are outside the incumbent class as the result of:

- a) A gradual accretion of duties; or
- b) A management reorganization that has resulted in a significant change in job duties.

21.3 Criteria

Criteria for evaluation may include, but is not limited to, the following:

- a) Job specifications;
- b) Significant job duties actually performed;
- c) Added responsibilities;
- d) Increased level of decision-making responsibilities.

21.4 Procedure

21.4.1 Application

- a) A Request for Reclassification Form ("Form") may be requested from Human Resources at any time.
- b) Applications may be filed by the:
 - i. Unit member individually;
 - ii. The unit member's supervisor; or
 - iii. The Association for a group or class wide request
- c) Completed Forms must be submitted to Human Resources between November 1 and December 31 each school year. In a year in which the District undertakes a reorganization that is directly related to the expected work duties of the affected unit member:
 - i. The unit member shall have a right to request a reclassification to another bargaining unit position at the time of the reorganization.
 - ii. In such a case, The Joint Review committee (see 21.5 below) complete its recommendation within two and one half (2-1/2) months of the District's receipt of a completed Form.
- d) Human Resources will send the Form to the unit member's supervisor who will complete Section B of the Form. Human Resources shall provide a completed copy of Section B to the unit member and to the CSEA Chapter President by February 15.

21.5 Joint Review Committee

- a) A Joint Review Committee (“Committee”) will be formed by January 1, and will consist of two (2) members from the local CSEA chapter and two (2) members from District management. The representatives from CSEA and the District shall be limited to one individual who is involved in the negotiations process. In addition, the District shall appoint a facilitator and CSEA shall appoint the Chapter President or designee to attend all Committee meetings. The District facilitator and CSEA Chapter President/designee shall not serve as committee members and shall not make any recommendations regarding the reclassification requests. The Committee shall receive training on the reclassification procedures by CSEA and the Human Resources Department.
- b) On or before March 1, the Committee will review eligible and complete Form Submissions. The Committee will hold interviews with all applicants, as requested on the Form. Association requests require the designation of a single spokesperson for interviews.
- c) On or before March 31, the Committee shall make a recommendation regarding each submission. The Committee has the authority to recommend:
 - i. Reclassification to an existing classification;
 - ii. Revision of the job description and/or re-range of the current classification (applies to “stand alone” classifications or class-wide changes only);
 - iii. Reclassification to a new bargaining unit classification to be created;
 - iv. Denial
- d) Within ten (10) business days of the recommendation in 21.5 (c) above, the Committee will advise (via Section C of the Form) the unit member, CSEA Chapter President and District of the recommendations of the Committee.

21.6 Advisory Arbitration

A neutral arbitrator mutually selected by the District and CSEA shall review all “split” recommendations. A split recommendation is defined as a tied vote.

- a) The arbitrator’s review shall be based upon the Committee’s record. In addition, CSEA and the District may each make a presentation.
- b) The arbitrator shall issue a brief written statement within thirty (30) calendar days of the close of record. This statement shall set forth the rationale of his/her advisory recommendation.

- c) The District shall pay the first \$2000 for the services of the neutral arbitrator in a school year. CSEA shall pay for the next \$1000. Thereafter, the costs shall be shared equally by the District and CSEA.

21.7 Implementation

- a) The District shall have the responsibility to review the recommendation of either the Committee or the Arbitrator and determine appropriate next steps.
- b) Any recommendations of reclassification from one existing classification to another existing classification (21.5(c)i above) shall move forward to the District for approval. Any other recommendations (21.5(c)ii-iii, above) shall be negotiated by the District and CSEA prior to final District approval and implementation. It is the good faith intention of the parties to meet to finalize the negotiated language related to the reclassification process not later than June 30.
- c) Human Resources shall advise the unit member of the action to be taken upon the completion of bargaining requirements.
- d) All upward salary adjustments shall be effective January 1 of the school year the request was filed. This shall establish a new anniversary date (January 1) for the unit member. Step placement shall be made in accordance with Section 5.3.1.

Pleasanton Unified School District

REQUEST FOR RECLASSIFICATION

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION BARGAINING UNIT

Page 1 of 3: Request for Reclassification

Human Resources:

Request Received By: _____ Date: _____

SECTION A: COMPLETE AND SUBMIT TO HUMAN RESOURCES

SECTION A

Completed by Unit Member, Supervisor or Association

UNIT MEMBER or SUPERVISOR INITIATED:

NAME OF UNIT MEMBER(s): _____ DATE: _____

WORK SITE: _____ DATE STARTED IN PRESENT POSITION: _____

PRESENT CLASSIFICATION: _____ PRESENT SALARY RANGE: _____

PROPOSED CLASSIFICATION (if existing): _____

I request to meet with Committee and will (*mark one*):

☐ Personally present my information **OR** ☐ Send a representative on my behalf

ASSOCIATION INITIATED:

POSITION(s) OR CLASSIFICATION: _____ DATE: _____

PRESENT CLASSIFICATION (if Positions): _____ PRESENT SALARY RANGE: _____

PROPOSED CLASSIFICATION (if existing): _____

☐ The Association requests to meet with Committee. Designated Representative: _____

ALL COMPLETE THIS SECTION:

IDENTIFY AND LIST THOSE JOB DUTIES AND RESPONSIBILITIES WHICH ARE INCONSISTENT WITH THE CURRENT JOB CLASSIFICATION OF: _____

(Attach Supplementary Pages and/or Information if Appropriate.)

Date: _____

Signature

Print Name

Pleasanton Unified School District

Page 2 of 3: Request for Reclassification

SECTION B: SENT TO SITE ADMINISTRATOR/SUPERVISOR BY HUMAN RESOURCES

**SECTION B
(Completed by Site Administrator/Supervisor)**

INCONSISTENT DUTIES:

Are the duties described as inconsistent in Section A expected to be performed? If so, what are the specific reasons for the assignment of these duties (*e.g. additional departmental responsibilities, loss of personnel, reorganization, etc.*)?

(Attach Supplementary Pages and/or Information if Appropriate.)

I HAVE REVIEWED THE JUSTIFICATION FOR THIS REQUEST AND RECOMMEND:

☐ Approval

☐ Denial

IF DENIAL IS RECOMMENDED, STATEMENT OF REASONS:

(Attach Supplementary Pages and/or Information if Appropriate.)

Date: _____
Site Administrator/Supervisor

Print Name _____

RETURN FORM TO HUMAN RESOURCES NO LATER THAN FEBRUARY 1. THIS COMPLETED FORM WILL BE PROVIDED TO THE UNIT MEMBER.

Pleasanton Unified School District

Page 3 of 3: Request for Reclassification

SECTION C
(Completed by Joint Review Committee)

RECOMMENDED ACTION (*check one*):

- ☐ Reclassify to existing classification of: _____
- ☐ Revise job description/re-range (*applies to "stand alone" classifications or class wide changes only*).
- ☐ Create a new classification and range.
- ☐ Deny

COMMITTEE VOTES:

Ayes: _____ Noes: _____

Committee Chairperson

Date

Reason/Rationale for Decision:

SECTION D (Neutral Arbitrator Recommendation)
For Split Decision of Joint Review Committee

SPLIT DECISION OF JOINT REVIEW COMMITTEE

Recommendation of Arbitrator:

- ☐ Approval of Committee recommendation (*as checked above*)
- ☐ Denial of Committee recommendation (*as checked above*)

If denied, Other recommendation: _____

Date: _____

Signature

Print Name

EXHIBIT A

This Exhibit has been combined into Exhibit D

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EXHIBIT B

**Pleasanton Unified School District
Classified Salary Schedule A**

Effective Date:

7/1/2023

Board Approved:

5/25/2023

| Range / Steps | 1 | 2 | 3 | 4 | 5 |
|---------------|-------|-------|-------|-------|-------|
| 2 | 17.45 | 18.32 | 19.23 | 20.19 | 21.19 |
| 3 | 17.88 | 18.78 | 19.71 | 20.69 | 21.72 |
| 4 | 18.33 | 19.25 | 20.21 | 21.21 | 22.27 |
| 5 | 18.79 | 19.73 | 20.71 | 21.74 | 22.82 |
| 6 | 19.26 | 20.22 | 21.22 | 22.28 | 23.39 |
| 7 | 19.74 | 20.72 | 21.75 | 22.83 | 23.97 |
| 8 | 20.23 | 21.24 | 22.30 | 23.41 | 24.57 |
| 9 | 20.73 | 21.77 | 22.85 | 23.99 | 25.18 |
| 10 | 21.24 | 22.31 | 23.42 | 24.58 | 25.81 |
| 11 | 21.77 | 22.86 | 24.00 | 25.20 | 26.46 |
| 12 | 22.31 | 23.43 | 24.59 | 25.82 | 27.11 |
| 13 | 22.87 | 24.01 | 25.21 | 26.47 | 27.79 |
| 14 | 23.44 | 24.61 | 25.84 | 27.13 | 28.49 |
| 15 | 24.03 | 25.23 | 26.49 | 27.82 | 29.20 |
| 16 | 24.64 | 25.87 | 27.16 | 28.51 | 29.93 |
| 17 | 25.25 | 26.52 | 27.84 | 29.23 | 30.68 |
| 18 | 25.88 | 27.18 | 28.54 | 29.96 | 31.45 |
| 19 | 26.53 | 27.86 | 29.24 | 30.70 | 32.23 |
| 20 | 27.19 | 28.55 | 29.98 | 31.48 | 33.05 |
| 21 | 27.87 | 29.26 | 30.73 | 32.26 | 33.87 |
| 22 | 28.57 | 29.99 | 31.49 | 33.06 | 34.71 |
| 23 | 29.29 | 30.74 | 32.28 | 33.88 | 35.57 |
| 24 | 30.01 | 31.50 | 33.08 | 34.74 | 36.47 |
| 25 | 30.76 | 32.30 | 33.90 | 35.60 | 37.37 |
| 26 | 31.53 | 33.10 | 34.75 | 36.49 | 38.30 |
| 27 | 32.32 | 33.92 | 35.61 | 37.39 | 39.26 |
| 28 | 33.12 | 34.77 | 36.51 | 38.34 | 40.24 |
| 29 | 33.94 | 35.63 | 37.42 | 39.30 | 41.26 |
| 30 | 34.78 | 36.51 | 38.34 | 40.27 | 42.28 |

Effective July 1, 2023 Includes 5.65% Increase over the 2022-2023 Salary Schedule

Longevity payments for continuous satisfactory employment:

3% starting at 5 years

6% starting at 20 years

9% starting at 35 years

4% starting at 10 years

7% starting at 25 years

5% starting at 15 years

8% starting at 30 years

Annual Fringe Benefits: SSP Maximum amounts

With Medical \$10,964 or up to 10% increase of Kaiser Single premium effective from January 2024

Without Medical \$7,745

Pleasanton Unified School District Classified Salary Schedule B

Effective Date:

7/1/2023

Board Approved:

5/25/2023

| Range / Steps | 1 | 2 | 3 | 4 | 5 |
|---------------|-------|-------|-------|-------|-------|
| A | 35.53 | 37.31 | 39.16 | 41.11 | 43.17 |
| B | 36.42 | 38.23 | 40.14 | 42.15 | 44.25 |
| C | 37.33 | 39.19 | 41.15 | 43.21 | 45.37 |
| D | 38.26 | 40.16 | 42.17 | 44.28 | 46.49 |
| E | 39.22 | 41.17 | 43.23 | 45.39 | 47.66 |
| F | 40.20 | 42.21 | 44.32 | 46.53 | 48.85 |
| G | 41.20 | 43.26 | 45.42 | 47.69 | 50.07 |
| H | 42.23 | 44.34 | 46.56 | 48.88 | 51.32 |
| I | 43.30 | 45.46 | 47.72 | 50.10 | 52.60 |
| J | 44.38 | 46.59 | 48.92 | 51.36 | 53.93 |
| K | 45.49 | 47.75 | 50.13 | 52.63 | 55.26 |
| L | 46.63 | 48.95 | 51.39 | 53.96 | 56.66 |
| M | 47.81 | 50.18 | 52.68 | 55.31 | 58.07 |
| N | 49.02 | 51.45 | 54.01 | 56.70 | 59.53 |
| O | 50.24 | 52.73 | 55.35 | 58.12 | 61.02 |
| P | 51.50 | 54.06 | 56.74 | 59.58 | 62.56 |
| Q | 52.78 | 55.41 | 58.18 | 61.08 | 64.12 |
| R | 54.11 | 56.80 | 59.64 | 62.61 | 65.74 |
| S | 55.47 | 58.22 | 61.13 | 64.18 | 67.39 |
| T | 56.87 | 59.69 | 62.68 | 65.80 | 69.09 |
| U | 58.29 | 61.20 | 64.26 | 67.47 | 70.84 |
| V | 59.76 | 62.75 | 65.87 | 69.16 | 72.62 |
| W | 61.27 | 64.32 | 67.52 | 70.89 | 74.42 |
| X | 62.81 | 65.95 | 69.23 | 72.69 | 76.31 |
| Y | 64.39 | 67.61 | 70.99 | 74.53 | 78.25 |
| Z | 66.01 | 69.30 | 72.76 | 76.38 | 80.20 |
| AA | 67.68 | 71.04 | 74.58 | 78.30 | 82.21 |
| AB | 69.38 | 72.84 | 76.46 | 80.27 | 84.28 |
| AC | 71.12 | 74.66 | 78.38 | 82.30 | 86.41 |
| AD | 72.90 | 76.53 | 80.35 | 84.36 | 88.58 |

Effective July 1, 2023 Includes 5.65% Increase over the 2022-2023 Salary Schedule

Longevity payments for continuous satisfactory employment:

3% starting at 5 years

6% starting at 20 years

9% starting at 35 years

4% starting at 10 years

7% starting at 25 years

5% starting at 15 years

8% starting at 30 years

Annual Fringe Benefits: SSP Maximum amounts

With Medical \$10,964 or up to 10% increase of Kaiser Single premium effective from January 2024

Without Medical \$ 7,745

Bargaining Note: The Reclassification process has been moved from Exhibit C to a new Article 21.

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Classified Workyear & Range Placement

EXHIBIT D

| ADMINISTRATIVE SERVICES | RANGE | WORK YEAR | BUSINESS SERVICES | RANGE | WORK YEAR | BUSINESS SERVICES cont'd | RANGE | WORK YEAR |
|---|--------------|------------------|---|-------|-----------|--|--------------|------------------|
| Clerical | | | Accounting/Fiscal | | | Transportation | | |
| Communications & Community Relations Asst. | B | YR | Budget Analyst | 29 | YR | Mechanic | 28 | YR |
| Executive Secretary | 26 | YR | Payroll-Retirement Analyst | 29 | YR | Bus Driver / Safety Instructor | 24 | YR |
| Administrative Secretary II* | 21 | 241 | Accounts Payable/Receivable | 23 | YR | Mechanic Assistant | 20 | YR |
| Administrative Secretary - District | 21 | YR | Accounts Specialist I - SELPA | 21 | YR | School Bus Driver | 20 | 207 |
| Administrative Secretary I* | 20 | 222 | Account Technician | 17 | YR | Van Driver | 16 | 207 |
| Registrar* | 20 | 241 | | | | | | |
| School Secretary II* | 19 | 222 | Child Nutrition Services (CNS) | | | TEACHING & LEARNING | RANGE | WORK YEAR |
| School Secretary II | 19 | 241 | Lead Child Nutrition Operations | 30 | 241 | Adult Education | | |
| School Secretary I* | 18 | 222 | Child Nutrition Specialist II | 22 | 217 | Adult with Disabilities Transition Specialist ** | 26 | 212 |
| Office Specialist II | 17 | YR | Child Nutrition Services Technician | 26 | YR | Employment Training Specialist | 21 | 208B |
| Office Specialist I | 15 | YR | Child Nutrition Warehouse Utility Technician | 16 | 217 | | | |
| District Receptionist/Office Assistant | 11 | YR | Child Nutrition Specialist - High School | 15 | 207 | Assessment | | |
| | | | Child Nutrition Floating Specialist | 14 | 207 | Youth Development Specialist - Newcomer Specialist | 30 | YR |
| Human Resources | | | Child Nutrition Specialist - Middle School | 12 | 207 | Assessment Analyst | 30 | YR |
| Human Resources Analyst | 29 | YR | Child Nutrition Specialist - Elementary | 8 | 207 | Assessment and Accountability Specialist | 23 | YR |
| Human Resources Technician II | 27 | YR | Child Nutrition Assistant Specialist - High School | 7 | 207 | Assessment & Accountability Assistant | 16 | YR |
| Human Resources Substitute Services | 27 | YR | Child Nutrition Cook | 7 | 207 | | | |
| Human Resources Technician I | 23 | YR | Child Nutrition Assistant | 6 | 207 | Library/Media | | |
| | | | | | | Lead Library/Media Support Specialist | 30 | YR |
| | | | | | | Instructional Materials Technician II | 21 | YR |
| STUDENT SERVICES | RANGE | WORK YEAR | Graphics/ Warehouse | | | Library/Media Assistant III | 17 | YR |
| Early and Expanded Learning | | | Graphics | | | Library/Media Assistant III * | 17 | 222 |
| Early Childhood Site Lead | 30 | YR | Lead Graphics Specialist | 30 | YR | Instructional Materials Technician I | 15 | TBD |
| Expanded Learning Lead | 30 | YR | Graphics Specialist | 17 | YR | Library/Media Assistant II * | 16 | 222 |
| Early Learning and Expanded Care Analyst | 29 | YR | | | | Library/Media Assistant I * | 14 | 222 |
| Expanded Learning Site Lead | 28 | YR | Warehouse | | | | | |
| Early Childhood Educator | 19 | YR | Lead Warehouse Worker | 30 | YR | Student Support | | |
| Early Childhood Associate Educator | 16 | 208A | Purchasing Specialist II | 26 | YR | District Parent Liaison * | 23 | 241 |
| Expanded Learning Educator | 16 | YR | Purchasing Specialist I | 23 | YR | Wellness Support Specialist | 15 | 212 |
| Early Childhood Assistant | 5 | YR | Warehouse/Delivery Driver | 19 | YR | | | |
| | | | | | | NON-BARGAINING CLASSIFIED POSITIONS | | PER HOUR |
| Student Support | | | Information Technology | | | Adult Education Instructor | | 32.7 |
| Youth Development Specialist | 30 | YR | Senior Systems Administrator | M | YR | Adult Education Intern / Trainer | | 16.44 |
| Licensed Vocational Nurse | 27 | 207 | Data Administrator | D | YR | Bilingual Aide/Translator | | 21.92 |
| WorkAbility Specialist ** | 26 | 212 | Network Administrator | D | YR | Kids Club Aide | | 18.8 |
| Health Care Technician | 24 | 212 | Systems Administrator | D | YR | Noon Supervisor | | 16.44 |
| Child Welfare & Attendance Specialist | 23 | 208A | Technology Specialist III | 26 | YR | Pandemic Intern | | 23.44 |
| WorkAbility Training Specialist | 17 | 207 | Student Information Specialist | 23 | YR | Proctors | | 19.74 |
| WorkAbility Assistant | 14 | 207 | Technology Specialist I | 21 | YR | Student Cafeteria Helper | | 16.44 |
| Health Services Assistant** | 13 | 212 | Technology Specialist II | 23 | YR | Student Child Care Aide | | 16.44 |
| Campus Safety Monitor-Secondary | 11 | 207 | | | | Student Clerical | | 16.44 |
| | | | Maintenance/Operations/Facilities/Transportation | | | Student Computer Operator | | 16.44 |
| Instructional Support | | | Maintenance | | | Student Custodian | | 16.44 |
| General Education | | | HVAC Engineer | D | YR | Student Graphics Helper | | 16.44 |
| Reading Intervention Support Specialist | 15 | 207 | Lead Grounds Maintenance Worker | 30 | YR | Student Maintenance | | 16.44 |
| Instructional Assistant | 7 | 207 | Lead Skilled Maintenance Worker | 30 | YR | Student Supervision Assistant I | | 21.57 |
| Early Childhood Associate Educator - TK | 16 | 207 | Skilled Maintenance Worker | 28 | YR | Student Supervision I-B Student | | 22.67 |
| | | | General Maintenance Worker | 21 | YR | Student Tutors / Non Student Tutor | | 16.44/17.32 |
| Special Education | | | Groundskeeper | 20 | YR | Supervision Assistant II | | 21.17 |
| Occupational Therapist** | AD | 212 | | | | Walk Thru Registration/Special Events | | 17.32 |
| Speech Language Pathology Assistant | A | 212 | Operations | | | Workability Student | | 16.44 |
| Physical Therapist** | T | 212 | Head Custodian III | 28 | YR | | | |
| Educational Interpreter | 24 | 208A | Head Custodian II | 23 | YR | | | |
| Registered Behavior Technician | 23 | 208A | Head Custodian I | 21 | YR | | | |
| Special Education Information System Specialist | 23 | YR | Lead Night Custodian | 22 | YR | | | |
| Early Childhood Special Education Assistant | 17 | 208A | Custodian II | 18 | YR | | | |
| Paraprofessional - Extensive Support Needs | 17 | 208A | Custodian I | 16 | YR | | | |
| Paraprofessional - Specialty Visual Impairment | 17 | 208A | | | | | | |
| Paraprofessional Mild-Moderate | 13 | 208A | Facilities | | | | | |
| Paraprofessional - Instructional Support | 13 | 208A | Facilities Support Specialist | 21 | YR | | | |

CSEA Salary Schedules A & B

*By mutual agreement with their supervisor if an employee works one or two of the teacher work days during the school year, the same number of days shall be reduced at the end of the work year. (222 & 241)

Last Revised 09.14.2023

**Occupational Therapist/Physical Therapist/Workability Specialist and Adults with Disabilities Transition Specialist may change their start and end dates by mutual consent of the employee and their supervisor. (212)

**Pleasanton Unified School District
HEALTH AND WELFARE BENEFITS**

1. Active Unit Members

1.1 Core Benefits and Plan Offerings

- 1.1.1 Core Benefits and other Plan Offerings shall be established annually by the Association
- 1.1.2 Unit member must participate in the core level of benefits established by the IRC Section 125 Plan.
- 1.1.3 The District will consult with representatives selected by the Association with respect to insurance carriers for health and welfare benefits.

1.2 Unit Members

1.2.1 Full-Time Unit Members

Each full-time unit member shall be entitled to receive a District IRC 125 Plan contribution as follows retroactive to January 1, 2022:

- 1.2.1.1 \$7,745.31 if the unit member has opted not to receive medical coverage and has provided evidence of comparable group coverage or coverage that is required by health providers.
- 1.2.1.2 \$10,284.48 if the unit member has opted to participate in the core medical plan. Effective January 1, 2024, the district's contribution for Health and Welfare benefits shall be increased by 10% for CSEA unit members participating in one of the district's medical plans.
- 1.2.1.3 In the event that a unit member who is benefit eligible has elected to receive the dollar amount in lieu of benefit coverage, and has a change in a qualifying life event, such as a divorce, experiences the death of a spouse, or the spouse loses his/her benefit coverage, the unit member may convert to medical coverage outside the yearly open enrollment period if the carrier will approve the conversion to medical coverage. Most special enrollment periods last 60 days from the date of the qualifying life event.

1.2.2 Part-time Unit Members

1.2.2.1 All part-time unit members who work at least two (2) hours per day shall be entitled to enroll in Core Benefits and other Plan Offerings.

1.2.2.2 Unit members who are less than full time receive a pro-rated portion of the dollars set forth 1.2. The actual amount, based on the hours in a unit member's base assignment, shall be as follows:

| | | |
|----------|---------|------|
| at least | 2 hours | 25% |
| 2+ to | 4 hours | 50% |
| 4+ to | 6 hours | 75% |
| 6+ to | 8 hours | 100% |

1.3 Fluctuating Hours

1.3.1 The parties acknowledge that, except for a permanent change in assigned hours, a 125 Plan (based on the IRS section 125 code) entitlement may not be modified during a plan benefit year.

1.3.2 Accordingly, the District will balance a unit member's entitlement to properly prorated benefits (pursuant to Education Code 45137).

2. Retiree Benefits

2.1 Subject to the following conditions, the District agrees to provide, and pay premiums, for a retiree's medical and dental benefits:

2.1.1 To be eligible, a unit member must be at least fifty-five (55) years of age with a minimum of ten (10) years of service within the District.

2.1.1.1 These benefits terminate after sixty (60) months, or the death of the retiree, or at the end of the month in which the unit member reaches the age of sixty-five (65), whichever occurs first.

2.1.1.2 The level of medical and dental benefits (employee only, unit member +1, etc.) shall be the same as that which existed on the date of the unit member's retirement.

2.1.1.3 The retiree must choose from a plan available to active unit members in the IRC 125 in the month the benefit is received. Only plans which accept retirees shall be available.

- 2.1.1.4 Unit members who are less than full-time receive a prorated monetary contribution as determined in Section 1.2.2.2 of **Exhibit E**.
- 2.1.2 As an alternative to 2.1.1, a unit member who is at least fifty-five (55) years of age, with a minimum of ten (10) years of service within the District may retire and receive benefits.
 - 2.1.2.1 These benefits terminate after eighty-four (84) months, or the death of the retiree, or at the end of the month in which the unit member reaches the age of sixty-five (65), whichever occurs first.
 - 2.1.2.2 The level of benefits shall only be single party medical coverage at the Kaiser plan rate which is available in the IRC 125 plan in the month the benefit is received plus unit member only dental.
 - 2.1.2.3 The retiree must choose from a plan available to active unit members in the IRC 125 in the month the benefit is received. Only plans which accept retirees shall be available.
 - 2.1.2.4 Unit members who are less than full-time receive a prorated monetary contribution as determined in Section 1.2.2.2 of **Exhibit E**.
- 2.1.3 District Contributions
 - 2.1.3.1 Unit Members Employed in the District on the date of Ratification of this Agreement.

Subject to the eligibility rules in this **Exhibit E**, a unit member may enroll in any plan available through CalPERS that accepts retirees. The District will pay up to the full premium for the Kaiser HMO available through CalPERS. Benefits shall be prorated for less than full-time unit members.
 - 2.1.3.2 Unit Members Employed in the District after the date of Ratification of this Agreement.
 - 2.1.3.3 Subject to the eligibility rules in this **Exhibit E**, a unit member may enroll in any plan available through CalPERS that accepts retirees. The District will pay up to Seven Thousand Nine Hundred Ninety-Eight Dollars (\$7,998.00) toward the premium cost of any available CalPERS

plan that accepts retirees. Benefits shall be prorated for less than full-time unit members.

2.2 Outside Coverage Area

Should a retiree permanently move outside the local coverage area, they may either:

2.2.1 enroll in the nationwide PPO; or

2.2.2 enroll in an alternative plan.

If they enrolls in the alternative plan, the retiree may submit the bill(s) to the 125 Plan Administrator for reimbursement. The District shall pay no more each month than would have been paid had the retiree remained in the local coverage area.

2.3 Sunset Provision

The provisions of this entire paragraph (2. Retiree Benefits), shall be null and void after the express initial term (see Art. 18) of this Agreement.

3. Transition Coverage

3.1 Eighteen Months

Pursuant to Federal Law (COBRA), a unit member who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate for up to eighteen (18) months.

3.2 Thirty-Six Months

In certain circumstances, a unit member's spouse, former spouse, or dependent child may have a right to continued coverage for up to thirty-six (36) months.

3.3 Cost

All such continued coverage is at the sole cost of the unit member or other qualified individual. Continued coverage may be subject to an administrative fee levied by Insurance Program Administration

PLEASANTON UNIFIED SCHOOL DISTRICT
OFFICE OF CLASSIFIED PERSONNEL
CLASSIFIED EMPLOYEE PERFORMANCE REPORT

Goals:

- to promote the growth and development of the district's classified staff
- to provide for a uniform system for the evaluation of classified personnel and a record of performance and achievement
- to provide a two-way communication between employee and supervisor

Employee: _____ Status: ☐ Probationary ☐ Permanent
 Classification: _____ Report: ☐ Annual ☐ Supplemental ☐ Probationary
 Location: _____ ☐ 1st ☐ 2nd

| SECTION A | | | | |
|---|---|---|---|---|
| PERFORMANCE INDICATORS | | | | |
| a. Exceeds Expectations | | | | |
| b. Meets Expectations | | | | |
| c. Needs Improvement | | | | |
| d. Below Expectations | | | | |
| Mark appropriate column | a | b | c | d |
| WORK HABITS | | | | |
| 1. observance of work hours | | | | |
| 2. attendance | | | | |
| 3. compliance with regulations | | | | |
| 4. meeting deadlines | | | | |
| 5. operation and care of equipment | | | | |
| 6. Uniform Compliance if applicable | | | | |
| WORK PERFORMANCE | | | | |
| 7. knowledge of work | | | | |
| 8. work judgments | | | | |
| 9. planning and organizing | | | | |
| 10. job skill level | | | | |
| 11. quality of work | | | | |
| 12. volume of work | | | | |
| 13. safety practices | | | | |
| ADAPTABILITY AND INITIATIVE | | | | |
| 14. accepts responsibility | | | | |
| 15. adapts to change | | | | |
| 16. effectiveness under stress | | | | |
| 17. initiative | | | | |
| 18. dependability | | | | |
| RELATIONSHIP WITH PEOPLE | | | | |
| 19. student interaction (if applicable) | | | | |
| 20. teamwork | | | | |
| 21. interaction with public/community | | | | |
| 22. interaction with supervisor | | | | |
| LEADERSHIP QUALITIES | | | | |
| 23. planning and organizing | | | | |
| 24. scheduling and coordination | | | | |
| 25. training and instructing others | | | | |
| 26. leading & directing | | | | |
| 27. judgment and decisions | | | | |
| 28. operational economy (efficiency) | | | | |
| 29. motivation of others | | | | |
| 30. fairness and impartiality | | | | |

SECTION B – RECORD JOB STRENGTHS AND SUPERIOR PERFORMANCE

SECTION C - RECORD PROGRESS ACHIEVED IN ATTAINING PREVIOUSLY SET GOALS

SECTION D - RECORD SPECIFIC GOALS TO BE UNDERTAKEN DURING NEXT EVALUATION PERIOD.

SECTION E - RECORD SPECIFIC WORK PERFORMANCE DEFICIENCIES OR JOB BEHAVIOR REQUIRING IMPROVEMENT OR CORRECTION (EXPLAIN CHECKS IN COLUMN C or D).

SUMMARY EVALUATION OF OVERALL PERFORMANCE:

☐ EXCEEDS EXPECTATIONS ☐ MEETS EXPECTATIONS ☐ NEEDS IMPROVEMENT ☐ BELOW EXPECTATIONS

EVALUATOR:

DATE:

EMPLOYEE: *(My signature does not necessarily constitute agreement with this evaluation)*

DATE:

COMMENTS ATTACHED ☐

Pleasanton Unified School District
EDUCATION CODE SECTIONS

EXHIBIT G

37220.

(a) Except as otherwise provided, the public schools shall close on the following holidays:

(1) January 1.

(2) The third Monday in January or the Monday or Friday in the week in which January 15 occurs, known as "Dr. Martin Luther King, Jr. Day." On the Friday preceding the day on which schools are closed, schools shall include exercises commemorating and directing attention to the history of the civil rights movement in the United States and particularly the role therein of Dr. Martin Luther King, Jr.

(3) The Monday or Friday of the week in which February 12 occurs, known as "Lincoln Day." On the day that school is in session prior to the day on which schools are closed for that purpose, all public schools and educational institutions throughout the state shall hold exercises in memory of Abraham Lincoln.

(4) The third Monday in February, known as "Washington Day." On the Friday preceding, all public schools and educational institutions throughout the state shall hold exercises in memory of George Washington.

(5) The last Monday in May, known as "Memorial Day."

(6) July 4.

(7) The first Monday in September, known as "Labor Day."

(8) November 11, known as "Veterans Day."

(9) That Thursday in November proclaimed by the President as "Thanksgiving Day."

(10) December 25.

(11) All days appointed by the Governor for a public fast, thanksgiving, or holiday, and all special or limited holidays on which the Governor provides that the schools shall close.

(12) (A) All days appointed by the President as a public fast, thanksgiving, or holiday, unless it is a special or limited holiday.

(B) For purposes of this paragraph, "appointed by the President" includes the President signing into law legislation that creates a nationwide federal holiday, including the legal public holidays listed in subsection (a) of Section 6103 of Title 5 of the United States Code, but does not include Columbus Day. This definition is declaratory of existing law.

(13) Any other day designated as a holiday by the governing board of the school district.

(b) When any of the holidays on which the schools would be closed falls on Sunday, the public schools shall close on the Monday following.

(c) When any of the holidays on which the schools would be closed falls on Saturday, the public schools shall close on the preceding Friday, and that Friday shall be declared a state holiday.

(d) If any holiday on which the public schools are required to close pursuant to subdivision (a) occurs under federal law on a date different from the date specified in subdivision (a), the

governing board of any school district may close the public schools of the district on the date recognized by federal law and maintain classes on the date specified in subdivision (a).

(e) Except for Veterans Day, as designated in paragraph (8) of subdivision (a), the governing board of a school district, by adoption of a resolution, may revise the date upon which the schools of the district close in observance of any of the holidays identified in subdivision (a).

(f) The governing board of a school district may not request a waiver of paragraph (8) of subdivision (a) from the state board.

(g) This section does not prohibit a school district from authorizing its facilities or grounds to be used in accordance with Section 38131 on those days on which the public schools are closed.

44015.

(a) The governing board of a school district may make awards to employees who do any of the following:

(1) Propose procedures or ideas that thereafter are adopted and effectuated, and that result in eliminating or reducing district expenditures or improving operations.

(2) Perform special acts or special services in the public interest.

(3) By their superior accomplishments, make exceptional contributions to the efficiency, economy, or other improvement in operations of the school district.

(b) The governing board of a school district may make awards to pupils for excellence.

Before any awards are made pursuant to this section, the governing board shall adopt rules and regulations. The board may appoint one or more merit award committees made up of district officers, district employees, or private citizens to consider employee proposals, special acts, special services, or superior accomplishments and to act affirmatively or negatively thereon or to provide appropriate recommendations thereon to the board.

Any award granted under the provisions of this section that may be made by an awards committee under appropriate district rules, shall not exceed two hundred dollars (\$200), unless a larger award is expressly approved by the governing board.

When an awards program is established in a school district pursuant to this section, the governing board shall budget funds for this purpose but may authorize awards from funds under its control whether or not budgeted funds have been provided or the funds budgeted are exhausted.

45122.

Whenever a governing board of a school district requires a physical examination to be taken by a classified employee or employees, either by rule or by its direction or the direction of its authorized district administrator; or when classified employees are required by law to submit to a physical examination for continuance in employment, the board shall either provide the required examination, cause it to be provided, or provide the employee with reasonable reimbursement for the required examination.

If the governing board requires a physical examination or an examination is required by law as a condition of preemployment, it may cause the required examination to be given. It may, if an applicant is required to take a preemployment physical examination, provide for reasonable reimbursement if the applicant is subsequently employed by the district.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) of this chapter.

45137.

A classified employee who works a minimum of 30 minutes per day in excess of his part-time assignment for a period of 20 consecutive working days or more, shall have his basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 45136.

If a part-time employee's average paid time, excluding overtime for which the employee receives compensation at a rate at least equal to time and one-half, exceeds his average assigned time by 50 minutes or more per working day in any quarter, the hours paid per day for compensable leaves of absence and holidays in the succeeding quarter shall be equivalent to the average hours paid per working day in the preceding quarter, excluding overtime.

Except where vacation entitlement is accrued on the basis of actual hours of paid regular service, vacation entitlement shall be based on the average number of hours worked per working day during the portion of the school year in which the employee is assigned to duty.

It is the intent of the Legislature, in enacting this section, to insure that part-time employees are accorded fringe benefits on an appropriate prorated basis with full recognition given to the number of hours worked by the part-time employee rather than on the basis of time fixed to the position when the fixed time is not reasonably correlated with the actual time worked. This section is to be liberally construed in order that the provisions of Section 45136 may not be circumvented by requiring employees to work in excess of the regularly fixed hours for a position on an overtime basis but for which premium pay is not provided nor appropriate adjustment is not made in fringe benefit entitlement.

45192.

(a) The governing board of a school district shall provide by rules and regulations for industrial accident or illness leaves of absence for employees who are a part of the classified service. The governing board of a school district that is created or whose boundaries or status is changed by an action to organize or reorganize school districts completed after the effective date of this section shall provide by rules and regulations for these leaves of absence on or before the date on which the organization or reorganization of the school district becomes effective for all purposes.

(b) The rules and regulations shall include the following provisions:

- (1) Allowable leave shall not be for less than 60 working days in any one fiscal year for the same accident.
- (2) Allowable leave shall not be accumulative from year to year.
- (3) Industrial accident or illness leave will commence on the first day of absence.

(4) Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.

(5) Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.

(6) When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

(c) The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 45191. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used, but if an employee is receiving workers' compensation, the employee shall be entitled to use only so much of his or her accumulated or available sick leave, accumulated compensating time, vacation, or other available leave as, when added to the workers' compensation award, will provide for a full day's wage or salary.

(d) The governing board of a school district may, by rule or regulation, provide for as much additional leave of absence, paid or unpaid, as it deems appropriate and during this leave the employee may return to his or her position without suffering any loss of status or benefits. The employee shall be notified, in writing, that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave.

(e) A period of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.

(f) During a paid leave of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law or the action of the governing board of a school district, the employee shall endorse to the school district wage loss benefit checks received under the workers' compensation laws of this state. The school district, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

(g) When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his or her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the employee shall be employed in a vacant position in the class of the employee's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations.

(h) The governing board of a school district may require that an employee serve or have served continuously a specified period of time with the school district before the benefits provided by this section are made available to the employee but this period shall not exceed three years and all service of the employee before the effective date of this section shall be credited in determining compliance with the requirement.

(i) In the absence of rules and regulations adopted by the governing board of a school district, pursuant to this section, an employee shall be entitled to industrial and accident or illness leave

as provided in this section but without limitation as to the number of days of this leave and without any requirement of a specified period of service.

(j) An employee who has been placed on a reemployment list, as provided in this section, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

(k) This section applies to school districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240).

45195.

A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of nonindustrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six months. The employee shall be notified, in writing, that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave. The board may renew the leave of absence, paid or unpaid, for two additional six-month periods or lesser leave periods that it may provide but not to exceed a total of 18 months.

An employee, upon ability to resume the duties of a position within the class to which he or she was assigned, may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break in service. The employee shall be restored to a position within the class to which the employee was assigned and, if at all possible, to his or her position with all the rights, benefits and burdens of a permanent employee.

If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his or her position, the employee shall be placed on a reemployment list for a period of 39 months.

At any time, during the prescribed 39 months, the employee is able to assume the duties of his or her position the employee shall be reemployed in the first vacancy in the classification of his or her previous assignment. The employee's reemployment will take preference over all other applicants except for those laid off for lack of work or funds under Section 45298 in which case the employee shall be ranked according to his or her proper seniority. Upon resumption of his or her duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) of this chapter.

45196.

When a person employed in the classified service is absent from his duties on account of illness or accident for a period of five months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his position during his absence.

Excepting in a district the governing board of which has adopted a salary schedule for substitute

employees of the district, the amount paid the substitute employee during any month shall be less than the salary due the employee absent from his duties.

Entitlement to sick leave provisions under this section, if any, shall be considered "entitlement to other sick leave" for the purposes of computing benefits under the provisions of Section 45192 if the absence is for industrial accident or illness and shall be used after entitlement to all regular sick leave, accumulated compensating time, vacation or other available paid leave has been exhausted.

The foregoing provisions shall not apply to any school district which adopts and maintains in effect a rule which provides that a regular classified employee shall once a year be credited with a total of not less than 100 working days of paid sick leave, including days to which he is entitled under Section 45191. Such days of paid sick leave in addition to those required by Section 45191 shall be compensated at not less than 50 percent of the employee's regular salary. The paid sick leave authorized under such a rule shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled. Nothing in this section shall preclude the governing board from adopting such a rule.

45203.

All probationary or permanent employees that are a part of the classified service shall be entitled to the following paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday:

January 1, February 12 known as "Lincoln Day," the third Monday in February known as "Washington Day," the last Monday in May known as "Memorial Day," July 4, the first Monday in September known as "Labor Day," November 11 known as "Veterans Day," that Thursday in November proclaimed by the President as "Thanksgiving Day," December 25, every day appointed by the President, or the Governor of this state, as provided for in paragraphs (11) and (12) of subdivision (a) of Section 37220 for a public fast, thanksgiving or holiday, or any day declared a holiday under Section 1318 or 37222 for classified or certificated employees. School recesses during the Christmas, Easter, and mid-February periods shall not be considered holidays for classified employees who are normally required to work during that period. However, this shall not be construed as affecting vacation rights specified in this section. For purposes of this section, "appointed by the President" includes the President signing into law legislation that creates a nationwide federal holiday, including the legal public holidays listed in subsection (a) of Section 6103 of Title 5 of the United States Code, but does not include Columbus Day. This definition is declaratory of existing law.

Regular employees of the district who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

When a holiday listed in this section falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed in this section falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a classified employee is required to work on any of these holidays, he or she shall be paid compensation, 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 the employee's regular rate of pay.

The provisions of Article 3 (commencing with Section 37220) of Chapter 2 of Part 22 shall not be construed to in any way limit the provisions of this section, nor shall anything in this section be construed to prohibit the governing board from adopting separate work schedules for the certificated and the classified services, or from providing holiday pay for employees who have not been in paid status on the days specified herein. Notwithstanding the adoption of separate work schedules for the certificated and the classified services, on any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.

In addition to the other paid holidays specified in this section, the classified service may be entitled to a paid holiday on March 31 known as “Cesar Chavez Day,” a paid holiday on April 24 known as “Genocide Remembrance Day,” and a paid holiday on the fourth Friday in September known as “Native American Day,” provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday, if the governing board, pursuant to a memorandum of understanding reached pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, agrees to the paid holiday.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240).

45308.

(a) Classified employees shall be subject to layoff for lack of work or lack of funds. If a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in order of seniority.

(b) (1) For purposes of this section, in school districts with an average daily attendance below 250,000, for service commencing or continuing after July 1, 1971, “length of service” means all hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis as provided for in Section 45128. Nothing in this section shall preclude the governing board of a school district from entering into an agreement with the exclusive representative of the classified employees that defines “length of service” to mean the hire date. For purposes of this section, in school districts with an average daily attendance of 250,000 or more, for service commencing or continuing after January 1, 1986, “length of service” shall be determined by the date of hire.

(2) If a governing board enters into an agreement with the exclusive representative of classified employees that defines “length of service” to mean the hire date, the governing board may define “length of service” to mean the hire date for a classification of employee not represented by any exclusive bargaining unit.

(c) This section does not preclude the granting of “length of service” credit for time spent on unpaid illness leave, unpaid maternity leave, unpaid family care leave, or unpaid industrial accident leave. In addition, for military leave of absence, “length of service” credit shall be granted pursuant to Section 45297. In the event an employee returns to work following any other unpaid leave of absence, no further seniority shall be accrued for the time not worked.

(d) “Hours in paid status” shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the district except service in restricted positions as provided in this chapter.

**Pleasanton Unified School
District GRIEVANCE FORM**

Directions: This form is to be completed by a member of the representation unit filing a grievance.

Initially, the aggrieved unit member shall discuss the grievance directly or through his/her representative to the immediate supervisor.

Informal Discussion DATE: _____ **WHO:** _____

1. NAME OF UNIT MEMBER/GROUP:

(Last) (First) (Middle)

2. ADDRESS: _____ HOME TELEPHONE: _____

3. REPRESENTATIVE (if any): _____

4. SCHOOL: _____ 5. _____

Job Title/Classification

6. DATE GRIEVANCE OCCURRED: _____

7. GRIEVANCE: (Clear, concise statement of circumstances and grievance) _____

AGREEMENT TERM(S) VIOLATED, MISINTERPRETED, OR MISAPPLIED: _____

8. SPECIFIC REMEDY SOUGHT: _____

Signature of Unit Member or Association Representative

Date

Received By: _____

Name/Title Date Received

LEVEL I - Copy to HR

☐ Level I ☐ Level II ☐ Level III

EXHIBIT I

DIASTAT STIPEND

Unit members shall receive a \$250.00 annual stipend in addition to the unit member's regular compensation to volunteer to administer Diastat as outlined in the Memorandum of Understanding - Diastat which was ratified by CSEA on November 14, 2017. The \$250.00 amount replaces the amount previously specified in the MOU.

EDUCATIONAL STIPEND

A bargaining unit member shall receive only one annual stipend for the highest degree earned. All foreign degrees need to be evaluated by a foreign credential evaluation service to convert the degrees to U.S. equivalent degrees.

Associates Degree: \$250.00 annual stipend in addition to the bargaining unit member's regular classified placement. The annual stipend shall be compensated over the bargaining unit member's work year effective November 1, 2023. Payment for degrees earned during the school year will be annualized.

Bachelor's Degree: \$500.00 annual stipend in addition to the bargaining unit member's regular classified placement. The annual stipend shall be compensated over the bargaining unit member's work year effective November 1, 2023. Payment for degrees earned during the school year will be annualized.

Masters: \$750.00 annual stipend in addition to the bargaining unit member's regular classified placement. The annual stipend shall be compensated over the bargaining unit member's work year effective November 1, 2023. Payment for degrees earned during the school year will be annualized.

Doctorate: \$750.00 annual stipend in addition to the bargaining unit member's regular classified placement. The annual stipend shall be compensated over the bargaining unit member's work year effective November 1, 2023. Payment for degrees earned during the school year will be annualized.

Interest Form for Substitute Work

Name: _____

This form identifies your interest in substitute work at PUSD. Please note the following:

This form shall be considered for the duration of your time on the reemployment list, as defined in Article 3 of the Collective Bargaining Agreement.

Submission of this form and acceptance of any substitute work will not diminish your reemployment rights. Additionally, refusal to accept substitute work will not diminish your reemployment rights.

Work will be offered as soon as you submit the interest form and as work becomes available.

If you wish to be considered for work in classifications for which you have not worked previously, you must meet the qualifications of the classification as defined in the job description.

Check the categories for you which you wish to be considered for substitute work. Then write the Classifications which interest you in the category. Please be specific because this will be the list Human Resources will use to offer you available work.

- **Building and Grounds, Maintenance, Custodial, Transportation, Warehouse**
- **Child Nutrition**
- **Early and Expanded Learning Programs**
- **Clerical, Secretarial**
- **Paraprofessional Extensive Support Needs, Paraprofessional Specialty Visual Impairment, Paraprofessional Mild/Moderate, Para Instructional Support**
- **Other**

Signature: _____ **Date:** _____

Application for Catastrophic Leave

Name (Print): _____

Job Title and Site: _____ **Number of Hours Requested:** _____

Guidelines:

4.16.7 Unit members applying for Catastrophic Leave will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.

The unit member must exhaust all their paid sick and vacation leave prior to receiving catastrophic leave.

A unit member who receives paid sick leave pursuant to this section shall use any leave credits that they continue to accrue on a monthly basis prior to receiving eligible leave credits pursuant to this section.

Catastrophic leave credits shall not be used for illness or disability which qualifies the participant for Worker's Compensation Benefits. If a request for Worker's Compensation benefits is denied, the bargaining unit member may request Catastrophic Leave retroactively.

I certify that my request for catastrophic leave credits falls within the guidelines stated above and within the collective bargaining agreement.

Signature: _____ **Date:** _____

.....

Human Resource Use Only:

Medical Verification Received:

Date Employee Exhausted All Paid Leave:

Anticipated Return to Work Date:

Approved by Committee:

Number of Hours Approved :

EXHIBIT L

Paraprofessional ESY assignment request - SAMPLE ONLY

*This document will be provided online in GoogleForms

You have applied for a position as paraprofessional for Extended School Year (ESY). Please use this form to indicate your availability and preferences for classroom assignment. Depending on the positions available, assignments will be made based on seniority.

Name:

Employee number:

My current position:

- ☐ Paraprofessional Extensive Support Needs
- ☐ Paraprofessional Specialty Visual Impairment
- ☐ Paraprofessional Mild/Moderate
- ☐ Para Instructional Support

☐ Other:

ESY runs 4 hours/day, Monday-Friday, June 7 - July 2. I am available for the entire duration of ESY.

- ☐ Yes
- ☐ No

If you are not available for the entire duration of ESY, please describe your availability:

The following ESY locations are available.

- Designated Elementary School
- Designated High School
- (other locations/classes will be listed here)

Please indicate your first choice:

Please indicate your second choice:

Please indicate your third choice:

I am willing/able to work in the following job classifications:

- ☐ Paraprofessional Extensive Support Needs
- ☐ Paraprofessional Specialty Visual Impairment
- ☐ Paraprofessional Mild/Moderate
- ☐ Para Specialty-Floater
- ☐ Para Instructional Support

Do you have any additional knowledge/skills that would assist with ESY assignments?

Professional Growth Handbook for Classified Employees



In Collaboration between
the *Human Resources Division*
and
CSEA Pleasanton Chapter - No. 155
Pleasanton, CA 94566

Classified Professional Growth

Introduction

The Board of Education recognizes that classified staff does essential work that supports a healthy school environment and the educational program. Classified employees constitute an integral part of the Pleasanton Unified School District community.

The Pleasanton Unified School District Classified Professional Growth Program offers incentives to improve job skills, learn best practices, retrain staff as appropriate in order to meet changing conditions in the district, and/or enhance personal growth. A Classified Professional Growth Task Force shall be established to oversee and monitor the success of the program.

Procedures and regulations governing the Classified Professional Growth Program are outlined in this handbook.

Purpose of the Professional Growth Program

The purpose of the Classified Professional Growth Program is to provide classified employees an annual incentive for continued personal and professional development.

Who is Eligible?

Permanent classified employees are eligible to participate.

Classified Professional Growth Task Force

A Classified Professional Growth Task Force shall be established to oversee and monitor the success of the program.

Responsibilities: A Classified Professional Growth Task Force shall be established to prepare, review, and update course/workshop lists (such list is not exclusive, but serves as an example and guide only); survey employees and review data to inform improvement efforts; field appeals of any denials; recommend revised policy as necessary; report any recommended policy changes to the negotiating team.

Meeting Expectation: The Committee shall meet three (3) times per year or as needed.

Composition: The Task Force shall consist of 3 District employees. One (1) member shall be from the [Classified Executive Board - president or designee](#), one (1) [department administrator](#), and one (1) [Human Resource administrator](#). The Human Resources Assistant Superintendent or designee shall serve the Committee as a facilitator and resource person.

Tenure of Task Force members: Because of the technical nature of the Task Force responsibilities, turnover on the Task Force shall be kept at a minimum. All appointments of members shall be for alternating two (2) year periods.

Guidelines

The following guidelines and processes shall be used in implementing the classified professional growth program. Permanent classified employees have the opportunity to personalize professional growth and development by taking courses offered through the district and/or outside of the district.

- Permanent classified employees may be compensated for up to a maximum of 18 hours of professional development per fiscal year (July 1 - June 30). **Courses must be taken outside the workday.**
- Professional Growth compensation may be earned by completing courses /workshops included on the district pre-approved list and/or an outside course.
- A list of pre-approved courses shall be prepared and revised by the Classified Professional Growth Task Force.
- For courses outside of the pre-approved list, prior approval must be requested. It is the responsibility of the employee to submit the [Classified Professional Growth Pre-Approval Request](#) to their supervisor.
Note: Course denials may be appealed to the Professional Growth Task Force..
- Courses must be submitted in increments of 6 hours, not to exceed the 18 hour total per school year.
- All courses must be taken and submitted PRIOR TO JUNE 30, to receive compensation. Employees are allowed to carryover hours not yet submitted over a two year period in order to reach the 18 hour threshold. The employee must satisfactorily complete or pass the course for compensation.
- It is the responsibility of the employee to submit the [Classified Professional Growth Compensation Request](#) through InformedK12 (Routing: Supervisor, Human Resources, Payroll).
- **If outside the district pre-approved list**, it is the responsibility of the employee to **link/attach verification of attendance/completion** to the [Classified Professional Growth Compensation Request](#) form in order to receive compensation (ex. certificate of completion, transcripts, email verification, registration invoice, etc.)
- (Double-dipping prohibited) Compensation under the Professional Growth Handbook shall be offset or denied if a bargaining unit member receives compensation from another program for the education and training claimed.

Compensation Incentive

Upon verification of completion that meets the requirements as stated herein, the following incentive shall be granted. Classified employees may be compensated for up to a maximum of 18 hours of professional development per fiscal year (July 1 - June 30)

| Professional Growth (PG) Hours | Compensation |
|-----------------------------------|--------------|
| 6 hours | \$250 |
| 12 hours | \$500 |
| 18 hours | \$750 |

Classified Professional Growth Incentive

PROCESS FLOWCHART

Pre-Approved Courses

1. Select from District
Pre-Approved List

2. Complete
Course/Workshop

3. Submit Professional Growth
Compensation Request Form

HANDBOOK

Compensation Incentive

6 hrs. = \$250
12 hrs. = \$500
18 hrs. = \$750

*Courses must be submitted in
increments of 6 hours, not to exceed
the 18 hour total per school year.*

Courses Not Already Pre-Approved

1. Submit Professional
Growth Pre-Approval
Request Form to Evaluator

2. Complete
Course/Workshop

3. Submit Professional Growth
Compensation Request Form
and link evidence of completion

Compensation Request Process

For Pre-Approved Courses

1. Select from district pre-approved course list
2. After course completion, submit the [Classified Professional Growth Compensation Request](#) form to the Human Resource Division (HR Analyst).

For Courses Not Already Pre-Approved

1. Submit the [Classified Professional Growth Pre-Approval Request](#) form to the immediate supervisor.
2. After course completion, submit the [Classified Professional Growth Compensation Request](#) form along with linked/attached evidence of attendance and/or completion of the course to the Human Resource Division (HR Analyst).

For Department of Early and Expanded Learning

1. *Employees whose position requires holding a valid Child Development Permit (Associate Teacher, Teacher, Site Supervisor permit) will utilize the [CTC Professional Growth Plan and Record Form](#) to record completed activities.*
2. Attach above CTC form to [Classified Professional Growth Compensation Request](#).

Appendices

1. **Classified Professional Growth Pre-Approved Course/Workshops (Prof. Growth Handbook pg. 6)*
2. [Classified Professional Growth Pre-Approval Request](#) (Informed K12 Form)
3. [Classified Professional Growth Compensation Request](#) (Informed K12 Form)

Classified Professional Growth Pre-Approved Courses/Workshops

(Updates In Progress)

- Pleasanton Unified School District (PUSD) Academies & Professional Development
- CSEA sponsored Workshops/Trainings
- Alameda County Office of Education (ACOE) sponsored Workshops
- [First 5 California](#) for Early and Expanded Learning for STEAM/Horizon classifications
- Early Childhood Education Classes
- California Department of Education sponsored Workshops
- Courses toward certification and/or degree through and accredited college
- ParentSquare
- Synergy professional learning videos
- Paraprofessional Conference
- Afirm (Autism Focused Intervention Resources & Modules)
- Safety Care
- First Aid & CPR
- Google Suite
- Ergonomics
- Communication Skills
- Conflict Resolution
- Facilitation
- Leadership
- Diversity, Equity, & Inclusion

Note: Please refer to the Pleasanton Unified School District [Human Resources Classified web page](#) for professional growth resources including forms and updated pre-approved courses/workshops..

Pleasanton Unified School District
Human Resources Division
Classified Professional Growth
Pre-Approval Request
July 1-June 30

Permanent classified employees have the opportunity to personalize professional growth and development by taking courses offered through the district and/or outside of the district. If taking courses outside of the district, a pre-approval is required.

Name:

Date:

Site/Department:

Job Title:

Process:

Step 1: Complete Pre-Approval Request form *PRIOR* to enrolling in a course not included on the District pre-approved list. **Attach course/workshop description below.**

| Date of Course/ Workshop | Course/Workshop Title (Attach description below) | Instructor | Location/ Organization | Number of Hours | Purpose for Taking Course |
|--------------------------|---|------------|------------------------|-----------------|---------------------------|
| | | | | | |
| | | | | | |
| | | | | | |

Step 2: Submit to supervisor for approval. A routed copy will be forwarded to the employee.

Step 3: Upon completion of the course/workshop, submit the *Classified Professional Growth Compensation Request form*. Courses must be submitted in increments of 6 hours, not to exceed 18 per school year.

Notes: Keep a digital copy of this Pre-Approval Request form for your records. For more information, reference the **Professional Growth Handbook for Classified Employees**.

Employee Signature

Date

Supervisor Signature
(Approval timeline within 5 days)

Date

Pleasanton Unified School District
Human Resources Division
Classified Professional Growth
Compensation Request
July 1- June 30

Name:

Employee ID:

Date:

Site/Department:

Job Title:

Permanent classified employees have the opportunity to personalize professional growth and development by taking courses offered through the district and/or outside of the district.

- Classified Professional Growth Program information is located in the Classified Professional Growth Handbook.
- Courses must be taken outside the workday.
- Each block of (6) professional growth hours is equivalent to \$250. There is a maximum of (18) hours per school year which is equivalent to \$750.
- Hours shall be submitted for compensation in blocks of (6), (12), and/or (18).
- All hours shall be submitted no later than June 30 of the year in which they were completed.
- Employees are responsible for keeping track of hours.

| Date of Course/ Workshop | Course Title/ Description <i>(Attach verification of attendance or completion below)</i> | Instructor | Location/ Organization | Number of Hours | Purpose for Taking Course |
|---------------------------------|--|-------------------|-------------------------------|------------------------|----------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |

****Attach verification of attendance or completion***

Employee (Initiator) Signature

Date

Supervisor Signature

Date

Human Resources Department

Date

Payroll

Date

EXHIBIT N

Memorandum of Understanding
between
Pleasanton Unified School District
and
California School Employees Association and its Pleasanton Chapter No. 155
Classified School Employees Summer Assistance Program

1. The above parties have met and negotiated the decision, impacts, and effects relating to Education Code 45500 and the Classified School Employee Summer Assistance Program (CSESAP) for 2023-2024.

Agreed on 11/16, 2022.
CSEA [Signature]
Cheryl VanGundy
Laura Martinez
Carey Sanchez-Dane

District [Signature]
Kelly French
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, Pleasanton Chapter - No. 155**

Date: _____

By: _____

Date: _____

By: _____

PLEASANTON UNIFIED SCHOOL DISTRICT

Date: _____

By: _____

Date: _____

By: _____