

COLLECTIVE BARGAINING AGREEMENT

Between the

PATTERSON JOINT UNIFIED SCHOOL DISTRICT

and the

CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION
(Patterson Chapter 174)

July 1, 2024– June 30, 2027

Board Approved on April 15, 2024

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PREAMBLE

The Articles and provisions contained herein constitute a bilateral and binding agreement by and between the Governing Board of the PATTERSON JOINT UNIFIED SCHOOL DISTRICT known as employer, hereinafter referred to as the "District", and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, PATTERSON CHAPTER #174 known as the employee organization, hereinafter referred to as the "CSEA".

This Agreement is entered into pursuant to Chapter 10.7 Section 3540 - 3549.3 of the Government Code of the State of California. This Agreement shall remain in full force and effect as noted in Article 26: Duration.

ARTICLE 1
RECOGNITION

- 1.1 RECOGNITION: The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees listed in Appendix "A" attached hereto and incorporated by reference as a part of this Agreement. All newly created positions, except those that lawfully are Certificated, Management, Confidential or Supervisory, shall be assigned to the bargaining unit, by mutual agreement between the District and CSEA. Disputed cases may be submitted to the PERB for resolution.

ARTICLE 2
MEET AND CONFER

- 2.1 MEET AND CONFER: The District agrees to make no changes in officially adopted policies outside the scope of representation without meeting and consulting with CSEA, upon their request.

ARTICLE 3
ORGANIZATIONAL SECURITY

- 3.1 The Association shall have the sole and exclusive right to payroll deduction of regular membership dues.
- 3.2 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days after such submission.
- 3.3 DISTRICT NOTICE OF NEW HIRES
- 3.3.1 The District shall provide CSEA notice of any newly hired classified employee, within ten (10) days of date of request, via electronic mail to the CSEA Chapter President or designee which will include the following information:
- i. Full Legal Name
 - ii. Date of Hire
 - iii. Classification
 - iv. Site
- 3.3.2 Date of Orientation established by CSEA Chapter 174
- 3.4 EMPLOYEE INFORMATION
- 3.4.1 "Newly Hired Employee" or "New Hire" means any classified employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of new classified employee orientation.
- 3.4.2 The District shall provide CSEA with contact information on the new hires. The information shall be provided to CSEA electronically in Excel, or compatible format, via CSEA secure File Transfer Protocol site, on the last working day of the month, or by the first pay period of the month following hire. This contact information shall include the following items, if provided by the classified employee, with each field in its own column:
- i. Name: (First Name; Middle Initial; Last Name; Suffix (e.g. Jr., III))
 - ii. Job Title/Classification;
 - iii. Department: Primary Worksite Name; Work Telephone Number;
 - iv. Home Address: Street Address (Incl. Apartment #) City; State; ZIP Code (5 or 9 Digits);
 - v. Home Telephone Number (10 Digits);
 - vi. Personal Cellular Telephone Number (10 Digits);
 - vii. Personal Email Address of the Employee;
- 3.4.3 This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the district.
- 3.4.4 In the event no one is hired on any particular month, the District shall send an email to CSEA confirming they did not hire any new staff that month.
- 3.4.5 The District shall also provide CSEA with a list of all bargaining unit members' names and contact information as listed above on the last working day of September, January, and May. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure File Transfer Protocol (FTP) site or service with each field in its own column.
- 3.4.6 On the collection form of the information in this Article ("Employee Information") CSEA and the

District agree that the phrase "The information on this form will be shared with the California School Employees Association, and its Patterson #174 Chapter" will be included.

3.5 NEW EMPLOYEE ORIENTATION

- 3.5.1 "New Employee Orientation" means the onboarding process of a newly hired bargaining unit employees, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, duties, and responsibilities, or any other employment related matters.
- 3.5.2 The District shall provide CSEA access to its new classified employee orientations three times per year, at CSEA's choosing. CSEA must provide the District three-week's notice prior to the date of the meeting for the proper scheduling of a suitable facility. The CSEA's Labor Relations Representative may also attend the orientation.
- 3.5.3 In the event the District conducts one on one orientations with new employees, CSEA Chapter President or designee shall have up to one (1) hour to conduct the orientation session. The release time to be paid by CSEA Chapter #174 The CSEA Labor Relations Representative may also attend the orientation.
- 3.5.4 The District shall include CSEA membership application (and a CSEA provided link for an electronic application where applicable), in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of any CSEA literature/membership applications to the District for distribution.
- 3.5.5 The orientations session shall be held on District property, during the workday of the employee(s) shall be on paid time.
- 3.5.6 During CSEA's orientation session, no District manager or supervisor, or non-unit employee shall be present.

3.6 GRIEVANCE PROCEDURE

- 3.6.1 Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement, except as follows:
 - i. Only CSEA can grieve this article
 - ii. Any alleged violation, misinterpretation, or misapplication of the structure, time and manner of access of an exclusive representative to a new employee orientation shall be subject to compulsory interest arbitration.

3.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

3.8 CSEA shall defend, indemnify and hold the District harmless from all claims, demands, suits, or any other action arising from the Organization Security provisions contained herein, provided the District has promptly notified CSEA of its awareness of such action. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

3.11 CONTRACTING OUT: During the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed or is performable within the job description of employees covered by this Agreement unless contracting is specifically required by the Education Code

ARTICLE 4
PERSONNEL FILES

4.1. PERSONNEL FILES

4.1.1 The personnel file of each employee shall be maintained by the District. All written material placed in the file shall be signed and dated by the writer. No disciplinary action shall be taken against an employee based upon materials which are not in the employee's official personnel file.

4.1.2 Employees may review their Personnel Files provided advance arrangements are made with the District Office.

4.2. DEROGATORY MATERIAL

4.2.1 Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereof. An employee receiving a derogatory document may request within ten (10) work days of receipt of the document, that the Superintendent, and his/her designee, schedule a meeting which may include the following:

- a. The Superintendent and/or his/her designee.
- b. The administrator or Supervisor who wrote the document.
- c. The employee receiving the derogatory document.
- d. A representative chosen by the employee.

4.2.2 The purpose of this meeting is to review the circumstances surrounding the issuance of the derogatory document. The employee shall be afforded the opportunity to refute the derogatory document or to seek a compromise with the administrator or supervisor who wrote the document in an effort to keep such material from becoming a part of his/her personnel file. After the review process, if the administrator or supervisor chooses to enter such a document(s) into the personnel file, he/she shall notify the unit member of his/her decision, in writing, within five (5) work days after the meeting.

4.2.3 When a unit member receives a copy of any material of a derogatory nature which is going to be placed in his/her District Personnel File, the unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon, provided such comments are presented for filing within fifteen (15) work days after notice from the administrator or supervisor. Extension of this timeline may be granted by mutual agreement between the employee and the District.

ARTICLE 5
EMPLOYEE EVALUATIONS

5.1. PERMANENT EMPLOYEE EVALUATIONS

5.1.1 Every permanent classified employee shall be evaluated by his/her supervisor at least once a year but no later than June 1.

5.2 PROBATIONARY EMPLOYEE EVALUATIONS

5.2.1 Pursuant to A.B. 1353, effective July 1, 2021, the probationary period for classified employees hired on or after July 1, 2021 shall be a period of six months or 130 days of paid service, whichever is longer. For the purpose of calculating 130 days of service, consistent with the court's decision in CSEA v. Compton Unified School District (1985) 165 Cal.App.3d 697 and Education Code section 45301, holiday or vacation days shall count towards this calculation, but other days of leave, including but not limited to, illness leave, injury leave, bereavement leave, parenting leave or pregnancy leave shall not count towards 130 days of service so as to provide the district with a reasonable opportunity to observe and evaluate an employee's performance on the job before according him or her the status of permanent employee. (Randolph v. City of Los Angeles (1977) 67 Cal.App.3d 201, 205.). Probationary employees shall be evaluated twice during their probationary period.

5.3 Evaluations shall not be solely based on hearsay; direct observation and knowledge of the supervisor shall be the main basis for evaluations.

5.4 Evaluations shall be discussed between the employee and the supervisor (evaluator) and shall include recommendations for improvement of any items so marked.

5.5 The employee must sign the completed evaluation form. Signature by the employee does not necessarily indicate agreement. If the employee does not agree, he/she has the right to submit a written rebuttal and have it attached to the evaluation form within fifteen (15) workdays after the formal evaluation meeting. Extension of this timeline may be granted by mutual agreement between the employee and the District.

5.6 The contents of an employee's evaluation are not subject to the grievance proceedings contained in the Grievance Article.

ARTICLE 6
HOURS AND OVERTIME

6.1 WORKWEEK

6.1.1 The workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week.

6.1.2 This Article shall not restrict the District's extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, nor bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours.

6.2 WORKDAY: The length of the workday shall be designated by the District for each classified assignment. Each employee shall be assigned a fixed, regular minimum number of hours per day, days per week and months per year.

6.3 ADJUSTMENT OF ASSIGNED TIME: An employee who works a minimum of 30 minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer working hours in order to acquire fringe benefits on a properly pro-rated basis.

6.4 INCREASE IN HOURS

6.4.1 Each classification within CSEA will have a specified number of work hours and all employees within a classification shall work the same amount of hours. If an increase and/or modification in hours is needed for a specific site or department, or for a particular identified need, the District and CSEA will meet and bargain the impacts and effects.

6.5 LUNCH PERIODS: All employees covered by this Agreement shall be entitled to a duty-free lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch periods shall be between one-half to one hour as scheduled by the District for full-time employees at or about the midpoint of each work shift.

6.6 REST PERIODS

6.6.1 Employees who work six (6) hours to eight (8) hours per day shall be assigned two (2) fifteen-minute rest periods.

6.6.2 Rest periods shall be scheduled approximately at the half shift mid-point unless conditions for service require an earlier or later rest period.

6.6.3 Employees working fewer than six (6) hours per day shall be provided one or two paid rest periods that total a maximum of five (5) minutes per scheduled work hour.

6.7 OVERTIME

6.7.1 Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at the rate of pay equal to time and one-half (1 - 1/2) the regular rate of pay of the employee for all overtime worked.

6.7.2 Overtime is defined as any time worked in excess of eight (8) hours in any one day or on

any one shift and in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

- 6.7.3 If the District should establish a workday of less than eight (8) hours but seven (7) hours or more, and a workweek of less than forty (40) hours but thirty-five (35) hours or more, all time worked in excess of the established workday and workweek shall be deemed to be overtime.
- 6.7.4 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth and seventh day.
- 6.7.5 If the District requires an employee to work any holiday listed on Appendix C, the employee shall be compensated for any hours worked, at overtime pay (1 ½ times regular rate of pay) in addition to their normal holiday pay. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee.

6.8 COMPENSATORY TIME OFF

- 6.8.1 An employee shall have the option to accrue compensatory time off in lieu of cash compensation for overtime work with the approval of his/her supervisor.
- 6.8.2 Compensatory time off must be taken pursuant to Education Code 45129; When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within 12 calendar months following the month in which the overtime was worked and without impairing the services rendered by the employing district. Comp time requires a 24-hour notice and approval by a supervisor unless otherwise mutually agreed upon arrangements have been made. For purposes of illness of self or immediate family members, or unforeseen accident involving employee's person, property, or that of an immediate family member, comp time off does not require a 24- hour notice and approval by the supervisor. In cases where 24-hour notice and approval was not applicable, the unit mem

6.9 TURN DOWN WORK: Except in emergencies, any employee shall have the right to turn down any offer or request for overtime or call-back, on-call or call-in time.

6.10 MINIMUM CALL-IN AND CALL-BACK TIME: Any employee called in to work on a day when the employee is not scheduled to work or called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate overtime rate of pay.

6.11 SUMMER SCHOOL ASSIGNMENT OR EXTENDED WORK YEAR

- 6.11.1 When work normally and customarily performed by employees is available to be performed at times other than during the regular September-June academic year, the work shall be offered to employees in the appropriate classification(s) as provided in this section.
- 6.11.2 Assignment of employees not regularly so assigned to serve during a summer recess period, shall be made, all qualifications being equal, in order of seniority.

- 6.11.3 An employee who accepts a summer assignment in accordance with the provisions of this section shall receive, on a prorated basis, not less than the compensation and benefits applicable to that classification during the regular academic year, and in no event shall his/her compensation and benefits be less, on a pro-rata basis, than the compensation and benefits he/she was receiving immediately prior to the commencement of the summer assignment. No pro-rating of compensation and benefits shall be applied on any basis other than on the relationship which the number of hours assigned for summer employment bears to the number of hours assigned to the employee during the regular September-June academic year.
- 6.11.4 All hours assigned to an employee for a summer assignment shall be considered "hours in Paid Status" for the purpose of this Agreement.

6.12 HOURS IN PAID STATUS

- 6.12.1 "Hours in Paid Status" is defined to include all hours worked and time during which the employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence.

6.13 YARD DUTY SUPERVISION

- 6.13.1 CSEA and the District agree that Yard Duty Supervision will be determined by the Site Administrator based upon the needs of the particular school.
- 6.13.2 Employees shall be assigned to supervision on a seniority basis providing their schedule is such that they can be assigned this duty.
- 6.13.3 Assignments of Yard Duty Supervision shall be made on a year-to-year basis. Should the District not be able to fill these assignments with existing staff, they may then advertise for specific supervision assignments.
- 6.13.4 Employees who had Yard Duty and/or Noon Time Supervision as of June 30, 1987, shall maintain those hours of employment and rate of pay.

- 6.14 SUBSTITUTE: When possible, a substitute will be obtained on the first day of an absence for all classified bargaining unit employees. Current employees, at the same site, will be called first, when possible.

ARTICLE 7
PAY AND ALLOWANCES

7.1 REGULAR RATE OF PAY

7.1.1 The salary schedule for the 2024-2025 school year shall reflect a two percent (2%) ongoing increase to the 2023-2024 salary schedule, effective July 1, 2024.

7.1.2 Classified staff who were active as of July 1, 2024 shall be provided a one time bonus equal to 2% of their current normal pay to be paid on July 31, 2024. Classified staff who were hired after July 1, 2024 and were active as of the first student day of the 2024-2025 school year shall be provided a one time bonus equal to 2% of their current normal pay to be paid on August 30, 2024. Anyone not active on the first student day of the 2024-2025 school year will not be eligible for a one time bonus.

Trigger language: If the state increases the COLA at the Governor's May Revise, the salary schedule will be increased to reflect the difference between the 2% ongoing increase to the 2024-2025 salary schedule and the May Revised COLA percentage.

7.2 COMPENSATION UPON RATIFICATION OF AGREEMENT: Employees who have separated from District employment, for any reason other than retirement, prior to the ratification of yearly contract negotiations, will be excluded from compensation increases.

7.3 PAYCHECKS: All regular paychecks of employees shall be itemized to include all authorized deductions jointly agreed upon by CSEA and the District. All employees shall be paid once per month payable on 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.

7.4 PAYROLL ERRORS: Any payroll error shall be corrected, and an appropriate supplemental check issued within five (5) workdays following the determination that an error has occurred.

7.5 LOST CHECKS: Any paycheck for an employee which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced as soon as possible following the employee's request to the payroll department for replacement of the check.

7.6 PROMOTION: Any employee receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to insure not less than a four (4%) percent increase as a result of that promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

7.7 COMPENSATION FOR AN EMPLOYEE WORKING OUT OF CLASSIFICATION

7.7.1 An employee shall not be required to perform duties not a part of his/her classification except as provided in this Section.

7.7.2 An employee assigned duties not a part of his/her classification shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification.

7.7.3 If assigned to duties normally performed by employees in a higher classification, the employee's rate of pay shall be moved to the appropriate range and step of the higher classification to insure not less than a four (4%) percent increase, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

7.8 **COMPENSATION DURING REQUIRED INSERVICE/TRAINING PERIODS:** An employee who is required to attend in-service/training sessions or otherwise engage in training of any kind will be required to do so only during his/her regularly scheduled work hours. If the required training is only available outside of regularly scheduled work hours, employees will be compensated at the appropriate rate of pay. The District will make every effort to schedule training during regular working hours.

7.9 If the District reaches a final, ratified agreement with the Patterson Association of Teachers, which provides for an across-the board ongoing total compensation increase (salary/bonus/benefits) that is greater than negotiated with CSEA, then CSEA members will receive the same compensation (salary/bonus/benefits).

ARTICLE 8
LONGEVITY

- 8.1** The District agrees to compensate long service employees monthly on the following schedule:
- 8.1.1 Starting with the commencement of the employee's eleventh consecutive fiscal year (July 1) in which he/she has rendered service to the District, an additional five(5%) percent will be added to their compensation.
 - 8.1.2 Starting with the commencement of the employee's sixteenth consecutive fiscal year (July 1) in which he/she has rendered service to the District, an additional five (5%) percent will be added to their compensation.
 - 8.1.3 Starting with the commencement of the employee's twenty-first consecutive fiscal year (July 1) in which he/she has rendered service to the District, an additional five (5%) percent will be added to their compensation.
 - 8.1.4 Starting with the commencement of the employee's twenty-sixth consecutive fiscal year (July 1) in which he/she has rendered service to the District, an additional five (5%) percent will be added to their compensation.

ARTICLE 9
PROFESSIONAL GROWTH

9.1 PROFESSIONAL GROWTH OVERVIEW

- 9.1.1 The District's program for Professional Growth is designed to be a tool to assist a classified employee to improve his/her performance in his/her assignment or prepare for advancement; therefore, Professional Growth should be a part of an overall plan for career improvement. Employees may be eligible for two professional growth opportunities during the course of their employment.
- 9.1.2 An employee, who has been employed by the district for five (5) years, may apply for the Professional Growth program.

9.2 APPLICATION: Approval of all course work shall be obtained from the Superintendent, or his/her designee, before any unit member officially registers in a given course.

9.3 METHOD

- 9.3.1 The course work may be taken at a college, junior college, adult school, approved trade school, T.V. course, approved correspondence school or any combination thereof. Workshops, online courses, institutes, lectures, and seminars are applicable.
- 9.3.2 Upon completion of the course work, an official transcript or other official verification of completion of the course or workshop shall be submitted to the Superintendent, or his/her designee, for approval.
- 9.3.3 Where grades or transcripts of credits are not provided, the employee will provide the Superintendent, or his/her designee, in writing, a detailed description of the course, and its value to the employee in his/her assignment, in order for the District to evaluate the program and judge request for credit.
- 9.3.4 All Professional Growth credits shall be recorded in semester units. College credit in terms of quarter units shall be converted into semester units at the ratio of one quarter unit to equal to two-thirds of one semester unit.
- 9.3.5 Credits will be granted for professional growth on courses of programs where no grades are given based on the chart below. These professional growth opportunities include, but are not limited to, adult education, seminars, lectures, institutes, in-services, workshops, and certificate granting schools where no grades are given.

HOURS	SEMESTER UNITS
4 - 8	.25
9 - 14	.5
15 - 19	1.0
20 - 29	1.5
30 - 39	2.0
40 - 49	2.5

- 9.3.6 A grade of "C" or better is required for all units.
- 9.3.7 Classes may be taken at the end of the workday, provided the employee's immediate supervisor approves a change of work schedule for the employee.

9.4 COMPENSATION

9.4.1 An employee who has completed the Professional Growth program shall have his/her salary increased by five (5%) percent per year in addition to increases that may occur in the normal course of events if the following conditions have been met.

- i. Been on the last step for one year.
- ii. Completed a total of nine (9) units of career related courses and/or academic courses with a minimum of three (3) units of academic coursework.

9.5 DROP/NOT MAKE: Should an approved class "drop" or "not make", the employee shall be given approval to change to another class without loss of units of hours toward Professional Growth.

9.6 Extra Pay for Certificates and Degrees:

9.6.1 Those employed with the district, who work for 30 or more hours a week, that have or attain a certificate or degree higher than that required of their job classification with the district can apply for a stipend. To qualify for a stipend, an employee must complete an application for a stipend. This application must be approved by a 4-person committee consisting of 2 CSEA representatives and 2 district representatives with at least 3 votes in favor of approval. Applications will be reviewed at monthly communication meetings. All qualifying factors to be met, include:

- The certificate was related to the employee's job duties.
- The certificate would help qualify the employee for a promotion in their current job family.
- The degree was current and awarded by an accredited school or college.
- The certificate/degree was not a requirement of the employee's current job description.
- The certificate/degree required the employee to invest a significant amount of time to obtain without incurring cost to the district.

9.6.2 An employee who has been approved for a certificate will be compensated with **an** annual stipend of \$300 while the certificate is valid to be paid in monthly installments. Certificates requiring ongoing certification shall be compensated with a \$500 stipend to be paid in monthly installments.

9.6.3 An Employee who has been approved for a stipend with an AA or AS Degree will be compensated with an annual stipend of an amount that is one-quarter (1/4) of the Master's Degree Stipend, based upon PAT's Masters Stipend, to be paid in monthly installments.

9.6.4 An employee who has been approved for a stipend **with** an Bachelor's Degree will be compensated with a annual stipend of one half (1/2) of the Master's Degree Stipend, based upon PAT's Masters Stipend, to be paid in monthly installments; note that this stipend is not stacked with the AA or AS Degree stipend. Certified EMT's shall receive an annual stipend equal to the BA/BS Stipend while the certificate is valid, to be paid in monthly installments.

9.6.5 An employee who has been approved for a stipend with a Master's Degree will be compensated with an annual stipend equal to the PAT's Master Stipend, to be paid in monthly installments; note that this stipend is not stacked with the AA/AS or BS Degree stipend.

ARTICLE 10
HEALTH AND WELFARE BENEFITS

- 10.1 All employees shall be covered under the programs (should they elect) provided in this Article. Employees shall be enrolled in insurance programs on the first of the month following fulfillment of the eligibility requirements.
- 10.2 Dental and Vision coverage is for employee only; dependents may be covered at the employee's expense.
- 10.3 The District's contribution to Health benefits per month, following final ratification of this agreement, will be on a prorated basis, based on an eight (8) hour day (i.e.: eight hours = full contribution; six hours = 75% contribution)
Single Plans: \$900 Two-Party Plans:\$950 Family Plans: \$1000
- 10.4 The Health and Welfare Benefits plan providers shall not be changed without mutual agreement between CSEA and the District.
- 10.5 If the District reaches a final, ratified agreement with the Patterson Association of Teachers, which provides for an across-the board ongoing total compensation increase (salary/bonus/benefits) that is greater than negotiated with CSEA, then CSEA members will receive the same compensation (salary/bonus/benefits).

ARTICLE 11
EARLY RETIREMENT INCENTIVE PROGRAM

- 11.1 The employer agrees to fully pay medical benefits for unit members, who retire, for a period of no more than five (5) years, is Medical/Medicare eligible, or to the age of sixty-five (65) years, whichever comes first, subject to the following conditions:
 - 11.1.1 The District's contribution shall not exceed the contribution the District was making at the time the employee retired.
 - 11.1.2 The employee has been a regular classified employee for a period of not less than ten (10) years.
 - 11.1.3 The employee must have reached the age between fifty-five (55) and sixty (60) prior to the beginning of the next work year. The employee will not become eligible for other medical insurance.
 - 11.1.4 Payments of medical benefits for the retiree and his/her spouse will terminate five years after the employee retires or when the unit member reaches the age of sixty-five (65) years or in event of death would have reached the age of sixty-five (65).
 - 11.1.5 Medical benefits under this section shall be for the employee and spouse.

ARTICLE 12
VACATION PLAN

- 12.1 ELIGIBILITY: Vacation shall be earned but may not be taken until completion of one (1) year of service (school term employees shall be compensated monthly for earned vacation).
- 12.2 PAID VACATION: Except as otherwise provided in this Article, and in accordance with Appendix B, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee, the paid vacation may be granted in the fiscal year in which it is earned.
- 12.3 VACATION CARRY-OVER: If for any reason an employee is not able to take all or any part of his/her annual vacation, the amount not taken shall be accumulated for use not later than the end of the following fiscal year.
- 12.4 VACATION PAY UPON TERMINATION: When an employee is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. Any vacation payout shall be paid at the rate it was earned.
- 12.5 VACATION POSTPONEMENT: If an employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year.
- 12.5 INTERRUPTION OF VACATION: An employee shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided the employee supplies official notice, in writing, and supporting verification for the reason of vacation interruption to the District.
- 12.6 HOLIDAYS DURING VACATION: When a holiday falls during the scheduled vacation of any employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.
- 12.7 VACATION SCHEDULING
- 12.7.1 Vacation may be taken anytime during the year. Vacation requests of three (3) days or less may be made within Five (5) days of the date vacation is to begin. Requests of four (4) days or more during the months of June, July and August, shall be submitted to the Supervisor 45 days prior to vacation. Employees will be informed within ten (10) working days of their request.
- 12.7.2 All other times must be submitted two (2) weeks prior to vacation. Employees will be informed within seventy-two (72) hours of their request.
- 12.7.3 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority shall be given his/her preference.

ARTICLE 13
LEAVES

13.1 PERSONAL ILLNESS AND INJURY LEAVE (COMMONLY REFERRED TO AS SICK LEAVE)

- 13.1.1 An employee shall be granted twelve (12) days of leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay, for a fiscal year of service. An employee who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12) except that a school term employee shall receive ten (10) days. Example: 12 month employees receive 12 days, 10 month (school term) employees receive 10 days.
- 13.1.2 At the beginning of each fiscal year the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of service with the District. Employees who terminate their employment with the District and have used more sick leave than they have accrued at time of termination shall have those extra unearned days deducted from their final check.
- 13.1.3 If an employee does not take the full amount of sick leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 13.1.4 The employee may convert unused sick leave to retirement credit per Government Code Section 20862.5, or its successor, if the employee is filing a request for retirement.
- 13.1.5 An employee who seeks to return to work following a leave of absence due to industrial or nonindustrial illness or injury will be required to present a medical release from his/her physician indicating whether the employee is fit to return to work and specifying any restrictions. If an employee has any restrictions on the doctor's note, an interactive meeting must take place before the employee returns to work. The District will provide the medical practitioner a copy of the employee's job description if requested by the employee to assist in making this determination. An employee must contact each site's designated number as provided by the District as soon as the need to extend the leave of absence is known. Failure to do so may result in an unpaid leave of absence
- 13.1.6 Employees will enter their absence through the District's Absent Management System no less than one hour prior to the start of their shift to permit the District to secure a substitute. The District's Absent Management System will maintain leave balances. If the absence is not entered due to unforeseen circumstances, the employee will contact their direct supervisor to report the absence. Failure to report absences through the District's Absence Management System will be referred to the supervisor for progressive discipline.

13.2 FITNESS FOR DUTY

- 13.2.1 Upon or following an employee's return from a medical leave of absence, the District may require an employee to submit to a fitness for duty examination by a physician selected by the District if the District has a reasonable belief that an employee's present ability to perform the essential functions of the job is impaired by a medical condition.
- 13.2.2 District may require an employee to submit to a fitness for duty examination by a physician selected by the District when it reasonably suspects based on evidence that the employee's present ability to perform the essential functions of the job is impaired by a medical condition or other condition which prevents the employee from performing the essential duties of their job safely.
- 13.2.3 The District shall provide the physician with any information it possesses describing the essential job functions of the position, including, but not limited to, the job description of the position. The health care professional shall be entitled to review documentation depicting the work performance issue(s), if any, giving rise to the exam. The scope of the medical examination shall be limited to what is needed to determine whether the employee is able to work and may include fitness testing if in the opinion of the medical practitioner this would assist in rendering his/her opinion. An employee shall be deemed to "pass" the fitness for duty examination if the physician determines that the employee can perform the essential job functions of the position and is not a direct threat to self or others. An employee who passes the fitness for duty examination shall be permitted to return to work.
- 13.2.4 If the District-selected physician indicates that the employee is not fit to return to work, the employee may request examination by a (second or) third physician. The employee shall be entitled to choose the examiner from a list of three (3) to five (5) medical practitioners mutual agreed by CSEA and the District. The third examiner's statement on the employee's fitness for duty shall be binding on the District and the employee. The costs of the second (and third examination, if necessary,) shall be borne by the District.
- 13.2.5 An employee who is determined by the (second or) third examiner to not be fit to return to work may continue to use his/her remaining leave rights. Alternatively, such an employee may seek to return to work under the District's policies and regulations regarding the accommodation of individuals with disabilities. In order to initiate that process, the employee shall return to his/her treating physician and share the information from the fitness of duty examination(s). The employee shall have the medical practitioner complete the District's Medical Verification of Disability form. The medical practitioner shall report his or her independent findings limited to the questions asked on the form.
- 13.2.6 If the employee's physician indicates that the employee is disabled, the District and employee will engage in the interactive process in order to determine whether the employee can safely perform the essential job functions of the position with reasonable accommodation(s). Under this process it is the responsibility of both the District and the employee to actively participate in the interactive process by providing information relating to the asserted disability, discussing the employee's functional limitations, and suggesting and analyzing options for reasonable accommodation. Employees must engage in the interactive process before returning to work, for both industrial and non-industrial.
- 13.2.7 If the procedures described in 13.2.1-13.2.6, above lead to a determination that the employee is fit to return to work with or without reasonable accommodation, the employee shall have credited back to him/her any paid leave used after the employee initially presented the medical

release from his/her physician. If such a member did not have sick leave available to cover the absence, the member shall receive the pay he/she would have received if the member returned to work at the time the member presented the initial release from his/her physician. The District's obligations in this subsection 7 are conditioned upon the employee participating in the process in a reasonably diligent manner.

13.3 VACATION LEAVE

- 13.3.1 All permanent classified employees, who accrue vacation, may request the advance of up to one-half (1/2) of their annual vacation time. Approvals are subject to manager and District review. If an employee leaves the District with a negative vacation balance, the amount owed to the District will be deducted from the employee's final paycheck.
- 13.3.2 Employees may accumulate a maximum of 240 vacation hours. The **Fiscal Services Department** shall monitor vacation balances and notify the employee, in writing, once the employee has accumulated 160 hours. When an employee has accumulated 160 hours of vacation time, he/she shall work with **their** immediate supervisor to develop a vacation balance reduction plan to ensure that the employee does not accumulate more than 240 hours. If the employee has not been permitted to take the requested vacation time, any vacation time in excess of 240 hours shall be paid **on the June 30th paycheck**.
- 13.3.3 If the District intends to close for Winter Recess, ninety (90) days' notice shall be given to CSEA. Employees shall have the option of taking compensatory time, leave without pay, or vacation during this time. If there is a need for work to be done over the winter recess, and a work plan is mutually agreed upon by the employee and the supervisor, the employee may work during this time. Work calendars must be submitted 30 days prior.

- 13.4 PERSONAL NECESSITY LEAVE: Use of seven (7) days of sick leave per year as earned in the Personal Illness and Injury Leave Article may be used by an employee, for the personal necessities listed below. Any additional personal necessity requests after 7 days will not be approved. This benefit is not cumulative from year to year.
- 13.4.1 The death of a member of the employee's immediate family, as defined in the Bereavement Leave Article, when additional leave is necessary.
- 13.4.2 As a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family.
- 13.4.3 When resulting from an appearance in any court or before any administrative tribunal as a litigant.
- 13.4.4 Business transactions which require the presence of the employee. The employee must furnish evidence that the transactions could not be dealt with during off duty hours.
- 13.4.5 An employee who is adopting a child shall be entitled to a leave for the purpose of the adoption.
- 13.4.6 Other personal and compelling concerns.
- 13.4.7 Personal necessity leave will not be granted for purposes of:
- a. Personal convenience or routine personal activities;
 - b. Vacation, holiday, recreation, or social activities;
 - c. Any concerted activity; and
 - d. Gainful employment.
- 13.4.8 Professional Courtesy Leave: Four (4) of the seven (7) days of Personal Necessity Leave may be

utilized annually by employees for unspecified reasons with advance approval of the immediate supervisor. These days must be taken in a minimum of one-half workday increments. If utilizing Personal Necessity, a 24 hour notice must be given to your supervisor, with the exception of 13.4.1 and 13.4.2.

13.4.9 No more than two professional courtesy days may be requested together and cannot be combined with other absences.

13.4.10 Any additional personal necessity requests after 7 days will not be approved. When utilizing personal necessity, a 24 hour notice must be given to your immediate supervisor, with the exception of 13.4.1 and 13.4.2.

13.5 OTHER SICK LEAVE - ILLNESS/INJURY

13.5.1 After all earned paid leave is exhausted, additional non-accumulative illness and injury leave shall be available for up to a maximum of 100 days. Compensation for this leave shall be at the rate of 50% of the employee's regular per diem rate.

13.5.2 Any unit member whose absences are such that abuse of sick leave would be suspect, shall, at the supervisor's discretion, be subject to the following progressive steps of discipline:

13.5.2.1 A meeting will be held with the employee and his/her representative, if requested, and his/her supervisor. The purpose of this meeting would be to review the absentee record and to agree upon procedures to be followed in order to resolve the problems.

13.5.2.2 If the employee's record of absences indicates that abuse of sick leave has not improved since the initial meeting, the District may, at its discretion, request that all future absences be verified, in writing, by the attending physician. Failure to provide such verification will result in an unpaid absence.

13.5.3 Throughout the above outlined progressive steps of discipline, every good faith effort will be made by the District in order to resolve the absenteeism problem.

13.6 INDUSTRIAL ACCIDENT LEAVE

13.6.1 Unit members within the District will be entitled to Industrial Accident leave according to the provisions of Education Code for personal injury.

13.6.2 All employees in the unit are eligible for up to 60 work days for Industrial Accident or Industrial Illness Leave, at full salary.

13.6.3 PROVISIONS: Employees shall be provided leave of absence for Industrial Accident or Illness under the following rules and regulations:

13.6.3.1 The accident or illness must have arisen out of and in the course of employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the District.

13.6.3.2 Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability not to exceed 60 working days in any one fiscal year.

13.6.3.3 Allowable leave shall not be accumulated from year to year.

13.6.3.4 The leave under these rules and regulations shall commence on the first day of absence.

13.6.3.5 When an employee is absent from duty on account of Industrial Accident or Illness, the employee shall be paid such portion of the salary due for any month in which

- absence occurs, as when added to the employee's temporary disability indemnity will result in payment to the employee of not more than full salary.
- 13.6.3.6 Industrial accident or Illness Leave shall be reduced by one day for each day of authorized absence regardless of temporary disability indemnity award.
- 13.6.3.7 When an Industrial Accident or Illness leave extends into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 13.6.3.8 During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of this Industrial Accident or Illness. The District, in turn, shall issue the employee appropriate salary warrants in payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- 13.6.3.9 The benefits provided by these rules and regulations shall be applicable to employees upon employment.
- 13.6.3.10 Any employee receiving benefits as a result of these rules and regulations, shall, during the period of injury or illness, remain within the State of California unless the Board of Education authorizes travel outside the State.
- 13.6.3.11 The Industrial Accident or Illness leave of absence is to be used in lieu of sick leave. 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 person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.
- 13.6.3.12 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.
- 13.6.3.13 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 the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. Prior to taking such action, however, the employee shall be notified, in writing, that available paid leave has been exhausted and shall be offered an opportunity to request additional leave. To be considered, the request for additional leave must be received by the District within ten (10) calendar days after the written notice from the District has been mailed to the employee's last home address on file in the Personnel Office. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.
- 13.6.3.14 An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to communicate within five (5) working days acceptance of an appropriate assignment may be dismissed.
- 13.6.4 The District has the right to have the unit member examined by a physician, from a list of three physicians selected by the District at District expense, to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the

degree to which a disability is attributable to the injury involved.

13.7 BEREAVEMENT LEAVE

- 13.7.1 A unit member shall be entitled to five (5) days of leave of absence without loss of salary/sick leave because of the death of any of his/her immediate family to prepare for and attend a funeral, religious ceremony, and any other post-death matters. Bereavement leave shall not be used for vacation, holiday, or recreation.
- 13.7.2 "Immediate family" means the mother, father, step-parents of the employee or spouse of the employee, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, step-children, foster children, brother, sister, brother-in-law, or sister-in-law of the employee, niece, nephew, or any relative living in the immediate household of the employee, foster parents, or any other person who reared the employee in lieu of the parents. The District may require documentation for accuracy of its records.
- 13.7.3 Leave days that are not taken consecutively require 48 hours notification to employees supervisor and shall be used within 90 days after the first day of bereavement has been used. Any non-work days that fall during the bereavement leave shall not break the consecutiveness of the leave unless the number of non-work days is greater than four (4).

13.8 PARENTAL LEAVE

- 13.8.1 Eligible Unit employees shall be granted parental leave by the District for the purpose of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child.
- 13.8.2 Employees (mothers or fathers, whether natural, adoptive, or foster parents) are allowed to take up to twelve (12) work weeks of leave for purposes of bonding during any twelve (12) month consecutive period.
- 13.8.3 Under the California Family Rights Act (CFRA) regulations, an eligible employee is entitled to 12 work weeks of unpaid bonding leave to be utilized during the first year following the birth or placement of a child with the parent through foster care or adoption. AB 2393 specifies that parental leave and CFRA leave run concurrently.
- 13.8.4 To be eligible for parental leave under the Education Code, the Unit member needs to have been employed by the District for 12 months from his or her initial date of hire.
- 13.8.5 An eligible employee is entitled to use his or her sick leave balance for the purposes of a parental leave for up to 12 workweeks. If a unit member exhausts his or her available sick leave balance and continues to be absent from his or her duties on account of a parental leave of absence, he or she is entitled to half pay for the remaining portion of the 12 workweeks. However, an employee may request to his or her supervisor the usage of their accrued vacation or compensatory pay balances prior to going into half pay.
- 13.8.6 Parental leave must be taken in no less than two weeks increments, except that the District must grant a request for a leave of less than two weeks' duration on any two occasions and may grant additional requests for leave lasting less than two weeks. Any leave taken must be concluded within one year of the birth or placement of the child with the employee
- 13.8.7 Parental Unpaid leaves must be requested in writing to the immediate manager prior to the date the leave is proposed to commence except in emergency situations. A unit employee returning from an unpaid parental leave of absence of duration greater than thirty (30) calendar days shall

notify the immediate manager of intent to return before the expiration of the leave.

13.9 LACTATION ACCOMMODATIONS

13.9.1 An employee shall be provided the use of a private room or location, other than a bathroom, to express breast milk for an infant child, which may be the employees work area or other location in close proximity.

13.9.2 The room or location provided shall meet the requirements noted in Labor Code 1031.

13.9.2.1 Shielded from view and free from intrusion while the employee is expressing milk

13.9.2.2 Is safe, clean, and free of hazardous materials.

13.9.2.3 Contains a place to sit and surface to place a breast pump and personal items

13.9.2.4 Has access to electricity or alternative devices.

13.9.2.5 Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing milk in close proximity to the employee's workspace.

13.10 SICK LEAVE FOR SICK CHILDREN: Sick leave may be granted to a unit member during each school year who must stay home to care for sick children. This leave does not accumulate from year to year and will be deducted from the unit member's accumulated sick leave. If this absence extends beyond three consecutive days, the supervisor may request that the member submit a note from the child's physician.

13.11 UNPAID LEAVE

13.11.1 Any unit member who has attained permanent status within the District may, at the discretion of the Board of Trustees, be granted a leave of absence without pay and fringe benefits for up to one year. The Board of Trustees may grant an unpaid leave for the following reasons:

a. Employee illness - the District may require a doctor's verification.

b. Illness in the immediate family - immediate family as defined in the Bereavement Leave Article.

c. Childcare following pregnancy leave.

13.11.2 A member while on unpaid leave shall not accrue illness or injury leave and shall not be entitled to any other leave of absence.

13.11.3 After the leave, a unit member will be reinstated in the same job classification and position, unless the member agrees to accept a different position.

13.11.4 A unit member on unpaid leave shall have the right to continue to participate in the District fringe benefit program as long as the unit member pays the premium according to the District's contracted payment schedule.

13.11.5 Employees with a positive leave balance will utilize their time before entering unpaid leave status.

13.12 JURY LEAVE

13.12.1 A unit member shall be entitled to paid leave when summoned to appear for jury duty. (No sick leave will be deducted)

13.12.2 The employee shall submit the jury fee to the District less any expense incurred for such duty - such as mileage, meals and/or lodging.

13.12.3 When it becomes known by the unit member that he/she is to report to jury duty, the

employee shall contact his/her immediate supervisor. In no event shall notification be less than one hour prior to the start of the work day that the employee is to report for jury duty.

13.12.4 If an employee is instructed by the court to be "on-call", the employee would report to his/her job site and check-in by telephone with the court, if the employee is required to make that telephone call during his/her regular duty hours. In the event the employee must report to a Judicial site more than one hour traveling distance from the work site, the employee should review this with his/her supervisor.

13.12.5 Employee must submit Certificate of Attendance

13.13 JUDICIAL LEAVE: The District will grant a paid leave to employees under subpoena to appear as a witness in court other than as a litigant. Employee will provide a copy of the subpoena if requested.

13.14 MILITARY LEAVE: An employee shall be entitled to any mandated Military Leave and shall retain all rights and privileges granted by law while on this Leave. Verification of mandated Military Leave must be furnished to the District Personnel Office at least two weeks prior to the employee's departure.

13.15 ORGANIZATIONAL LEAVE

13.15.1 The CSEA President, or his/her designee, may, without loss of pay, conduct organizational business within the District on District time, when necessary, with prior approval from the Superintendent, or his/her designee.

13.15.2 Up to one (1) hour per month may be used for regularly scheduled classified informational meetings.

13.15.3 The CSEA President and one additional delegate shall be given release time without loss of compensation to attend the annual CSEA conference.

13.15.4 With 24 hours prior notice to their supervisor, bargaining unit members shall be allowed to adjust their work schedule by no more than one (1) hour to attend CSEA monthly chapter meetings, unless such an adjustment would negatively impact the educational mission of the District or the safety and welfare of students.

13.16 BOARD OF TRUSTEES' DISCRETIONARY LEAVE: The Patterson Unified School District's Board of Trustees may grant, at its discretion, any additional leave as permitted in Education Code.

13.17 PAID LEAVE FOR RETRAINING OR STUDY: A leave of absence for retraining/study may be granted by the District subject to these regulations:

13.17.1 The employee must have been employed by the District for at least five (5) years prior to applying for such leave.

13.17.2 The leave cannot be longer than six (6) months.

13.17.3 The leave must have the approval of the immediate supervisor and the Superintendent.

13.17.4 The District will prescribe the standards for each leave.

13.17.5 An employee will only be granted one such leave in a five (5) year period.

13.17.6 Any leave granted under this section shall not be deemed a break in service.

13.17.7 The employee must serve the District for one full year after returning from such leave or repay the salary received during the leave. A bond may be required by the District to cover the six (6)

months pay to the employee.

- 13.18 FAMILY RIGHTS ACT and FAMILY AND MEDICAL LEAVE ACT: The District will comply with the Family Rights Act and the Family and Medical Leave Act. This article will apply to all employees that work four or more hours per day.
- 13.19 COACHING: Only paid athletic coaches will be released for away games, and will utilize “coaching” as an absence reason. Leave for coaching shall not impact the instruction, supervision and safety of students.

ARTICLE 14
PROMOTION, TRANSFER, AND VOLUNTARY DEMOTION

- 14.1 POSTING OF NOTICE: Vacancy notices shall be posted within the District for five (5) days. All transfers and promotional opportunities shall be completed prior to advertising the position outside the District. Notice of all job vacancies shall be advertised through district email.
- 14.2 DISTRIBUTION OF JOB INFORMATION: Upon notification of initial employment and prior to any change in classification, each affected employee shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his or her position, a statement of the duties of the position, and a statement of his/her regular work site, regularly assigned work shift, the hours per day, days per week and months per year.
- 14.3 NOTICE CONTENTS: The job vacancy notice shall include the deadline to apply for the position, the job classification (commonly referred to as the job title) and the number of hours associated with the position. It should also include a link to the posting containing the job description associated with the position which will outline the duties, the minimum qualifications required for the position, the salary range, etc.
- 14.4 FILING: Any employee may file for the vacancy by submitting written notice completing a district classified letter of intent form with the District's Personnel Office within the filing period. The classified letter of intent form must be accompanied with a resume for any promotion with the district. Any employee absent for any reason may authorize, in writing, his/her Job Steward to file on the employee's behalf.
- 14.5 FIRST CONSIDERATION: Per education code 45298, when a position becomes vacant the District shall recall all qualified members on the 39-month layoff rehire list prior to posting or completing Requests for Transfer and Promotions.
- 14.6 TRANSFER
- 14.6.1 A transfer occurs when a permanent employee changes positions to a new site but remains in the same job classification for the same, or fewer, number of hours. District-wide employees, as noted in 14.6.7, and Probationary employees with the district are not eligible for transfers.
- 14.6.2 SELECTION OF APPLICANT: Members who desire a transfer in the upcoming school year shall file requests on a "Request for Transfer Form " with the District Office between May 1 and May 30 each school year. These requests would be for preferred work sites for the same, or fewer, number of hours which may become vacant during July 1 and June 30 of the following school year. The "Request for Transfer Form" will be sent from the District Office via email and can be turned in electronically or at the District Office care of the Assistant Superintendent of Human Resources.
- 14.6.3 When District management determines a position is vacant, these transfer requests shall be considered first before posting the vacancy. Employees hoping to transfer should complete their form regardless of the current internal vacancies as openings could occur throughout the year. All transfer requests will remain confidential.

- 14.6.3.1 If one district employee puts in for a transfer request for which they are eligible per 14.6.1, and has a minimum "meets standards" on two of his/her last three evaluations, the District employee will be offered the position ahead of those seeking promotion or voluntary demotion within the same job family.
- 14.6.3.2 If two or more District employees put in for a transfer request for which they are eligible per 14.6.1 and have a minimum "meets standards" on two of their last three evaluations, the District employee with the greatest seniority in the District will be offered the position.
- 14.6.4 Employees cannot submit transfer requests outside of the May 1- May 30 window but can ask to remove their request by notifying the Assistant Superintendent of Human Resources at any time. The site administrator/supervisor, at their request, will have an opportunity to meet with the employee requesting the transfer. If the site administrator/supervisor is not in agreement with the transfer, CSEA and the District will meet and consult. However, when an employee-initiated transfer request is granted, it cannot be rescinded; employees should be aware of this prior to putting in a request for transfer. Employees must also be aware of the result of any change in hours due to the transfer.
- 14.6.5 EMPLOYER-INITIATED TRANSFER: An employee may be transferred, by the Superintendent, or his/her designee, for reasons other than punitive, based upon the justifiable needs and best interests of the District provided that such transfer shall not result in the loss of pay or benefits to the employee. The employee shall be given a minimum of five (5) workdays' notice prior to the effective transfer date and, if requested, a written explanation shall be given to the employee.
- 14.6.6 DISTRICT-WIDE POSITIONS: An employee who serves the district in a district wide position is not eligible for a transfer as there is not a site associated with their position with the district. This includes all staff in the following job families:
 - a. Nutrition Services Personnel
 - b. Information Technology & Support Personnel
 - c. Maintenance and Operation Personnel
- 14.6.7 TEMPORARY TRANSFERS: For positions in the "Instructional Aides and Support" job family there may be a need to do a temporary transfer to another work site due to a justifiable need of the District. In such cases an employee may be temporarily assigned to another work site.

14.7 PROMOTION

- 14.7.1 A promotion occurs when an employee changes positions and the new position is at a pay range greater than the employee's current pay range. Probationary employees with the district are eligible for promotion, if given a promotion with the district their probationary period will begin again in their new position.
- 14.7.2 SELECTION OF APPLICANT: Factors, in no order, to be used in the selection for the position shall be:
 - a. Seniority within a family of classification
 - b. School needs
 - c. Program needs
 - d. Bilingual ability

- e. Work Experience
 - i. Substituting within related classification
 - ii. Outside experience within related classification
- f. Training
- g. Successful class training/workshops in related work areas
- h. District approved professional growth activities

14.7.3 After the interview process, if only one internal applicant meets minimum district standards for the promotion, that employee shall be offered the position. After the interview process, if more than one internal applicant meets minimum district standards for the promotion, employees with permanent status will be offered the position before probationary employees.

14.7.4 PERMANENT PROBATIONARY EMPLOYEES: When an employee has permanent status and is promoted, he/she will be considered probationary in his/her new classification and shall follow the evaluation timelines for probationary employees noted in Article 5 Employee Evaluations. During the probationary period in the new assignment, the employee retains his/her permanent status in the previous permanent position, and if the employee is released from the new position during the probationary period, the employee shall be returned to the classification from which he/she was promoted.

14.7.5 SALARY PLACEMENT: When an employee is promoted, he/she shall be assigned to the step in the new range which gives him/her an increment of at least four percent (4%) above his/her present salary within the current salary schedule except that the employee may be placed on the last step on the appropriate range if that is the maximum allowable for that class. Such placement may result in less than four percent (4%) raise.

14.8 INCREASING HOURS WITHIN THE JOB CLASSIFICATION

14.8.1 When an employee wishes to take a vacant position in the same job classification that would increase their number of hours, they shall be considered with those who apply for promotion with the district and need to interview for the position. However, as this is not a promotion, they shall not be eligible for the increased four percent (4%) step noted in 14.7.5.

14.9 VOLUNTARY DEMOTION

14.9.1 A voluntary demotion occurs when an employee chooses to change job classifications and the new job classification is at a pay range less than the employee's current pay range.

14.9.2 SELECTION OF APPLICANT: Selection shall follow the promotion language as noted outlined in 14.7.

14.9.3 COMPENSATION: Members selected for a voluntary demotion shall maintain their step at the pay range of the new position.

14.10 TEMPORARY REASSIGNMENTS - MILEAGE COMPENSATION: The District shall compensate any employee, at the regular mileage reimbursement rate, who is assigned to a temporary work site which exceeds his/her normal home to regular work site mileage by five (5) miles or more.

ARTICLE 15
LAYOFFS AND REEMPLOYMENT

- 15.1 REASON FOR LAYOFF: Layoff shall occur pursuant to Education Code section 45117 for lack of work or lack of funds.
- 15.1.1 Employees in “Instructional Aides and Support” job family whose position would need to be laid-off for lack of work and cannot be transferred per “14.6.6 EMPLOYER-INITIATED TRANSFER” due to lack of open positions in their current job classification can be assigned to a vacant position(s) with the district in lower job classification within the job family as a temporary assignment with no loss of pay or hours encumbered by the employee. The employee shall be given a minimum of 24 hours’ notice prior to the temporary assignment. This employee must be placed in the first vacant position within their assigned job classification and hours ahead of all transfer or promotional opportunities. Once a position is vacant; the job assignment shall follow the language outlined in “14.6.6 EMPLOYER-INITIATED TRANSFER”.
- 15.2 NOTICE OF LAYOFF TO CSEA
- 15.2.1 When a layoff of classified employees is anticipated by the administration and at least fourteen (14) calendar days before any action by the Board of Trustees on layoff of classified employees, the District shall notify CSEA, in writing, of the proposed action. At that time, the District shall give CSEA such non-confidential written materials and information as are available. The District will provide CSEA with an updated seniority roster for the classified service no less than fifteen (15) calendar days before the date notices would be sent to employees. A list of positions recommended for elimination and any additional non-confidential documents and information supporting the need for layoff will be furnished to CSEA at the time such information is given to the Board of Trustees, unless such information has been previously furnished.
- 15.2.2 Upon written request, the District shall meet with CSEA to discuss the proposed layoffs.
- 15.2.3 A copy of the written notice given to the employee, as outlined in 15.3.5 of this contract, shall be sent to the CSEA President.
- 15.3 NOTICE OF LAYOFF TO THE EMPLOYEE
- 15.3.1 When, as a result of a lack of work or lack of funds, in which classified positions must be eliminated, written notice shall be given to the affected employee(s) no later than March 15th and before the giving notice to the governing board pursuant to 45117(a)(1).
- 15.3.2 Notwithstanding the above in 15.3.1, during the time period between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which that Budget Act applies, if the District determines that the District’s total local control funding formula apportionment per unit of average daily attendance for the fiscal year of that Budget Act has not increased by at least 2 percent, and if the District determines it is therefore necessary to decrease the number of classified employees of the District due to lack of work or lack of funds, the District may issue a “Statement of Reduction in Force” to those employees pursuant to Education Code section 45117(d) following notice procedures outlined in 15.3 of this agreement.
- 15.3.3 When, as a result of the expiration of a specially funded program in which classified positions must be eliminated, written notice shall be given not less than sixty (60) days prior to the effective date of their layoff to the employees to be laid off pursuant to Education Code

45117(g).

15.3.4 Written notice to the employee shall include the following:

- (a) The reason for layoff.
- (b) The employee's displacement rights, if any.
- (c) The right to a formal hearing with an administrative law judge pursuant Education Code 45117.
- (d) The employee's reemployment rights.
- (e) The employee's unemployment insurance rights.
- (f) A statement of the employee's right to a Voluntary Demotion outlined under 15.12, 15.13, and 15.14 of this agreement.

15.4 ORDER OF LAYOFF

15.4.1 Layoffs shall be in reverse order of seniority in the job classification in which the layoff occurs.

15.4.2 The employee who has been employed the shortest time in the classification plus higher classifications, shall be laid off first.

15.5 BUMPING RIGHTS: An employee laid off from his or her present classification may bump into the next equal or lower classification in which the employee has greater seniority as defined in "Order of Layoff".

15.6 SENIORITY FOR BUMPING: For purposes of bumping, seniority shall include the total years of service in the classification in which the layoff occurred, plus previous service in a higher classification. Employees hired prior to July 1, 2010 will maintain their seniority based on previous hours in classification, but will not accrue additional hours after that date. Employees may bump into an equal or lower classification in which they previously served.

15.7 SALARY PLACEMENT FOR EMPLOYEES EXERCISING DISPLACEMENT RIGHTS: For employees exercising displacement rights (bumping) to a lower classification, the employee will be placed on that step of the lower classified salary range to provide the closest salary to which they were previously earning, provided such placement does not result in a higher hourly rate.

15.8 LAYOFF IN LIEU OF BUMPING: An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

15.9 EQUAL SENIORITY: If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, and if that be equal, then the determination shall be made by lot.

15.10 ORDER OF REDUCTION: No permanent or probationary classified employee shall be laid off from any position while employees serving under short-term or substitute employment are retained in positions of the same class.

15.11 REEMPLOYMENT RIGHTS: Laid off persons are eligible for reemployment in the class from which they are laid off for a thirty-nine (39) month period and shall be offered reemployment in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment, in their class. In addition, they shall have the right to apply for promotional positions and vacancies within the filing

period. An employee on a reemployment list shall be notified of promotional and vacancy opportunities in accordance with the provision of paragraph "Posting of Notice" in Article "Transfers and Vacancies" of this Agreement.

15.12 VOLUNTARY DEMOTION INTO A FORMERLY HELD CLASSIFICATION

15.12.1 Employees who take voluntary demotions in lieu of layoff shall be, at the employee's option, returned to a position in their former class as vacancies become available for a period of sixty-three (63) months and they shall be ranked in accordance with their seniority on any valid reemployment list.

15.13 VOLUNTARY REDUCTION IN HOURS

15.13.1 Employees who take voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to present/former positions with increased assigned time as vacancies become available, for a period of sixty-three (63) months and they shall be ranked in accordance with their seniority on any valid reemployment list.

15.14 VOLUNTARY DEMOTION INTO A NEW CLASSIFICATION

15.14.1 An employee notified of layoff may request a voluntary demotion to a vacant position in a lower or equal classification in which the employee has not served. As used in this term, a vacancy is not deemed to exist where another employee has a prior right to the position as a bumping or reemployment right because of prior service in the classification. A vacancy does not exist where the District does not intend to fill the position.

15.14.2 If the employee meets the minimum qualifications for the classification and a vacancy exists, the employee shall be put in the position as requested.

15.15 HEALTH AND WELFARE BENEFIT: An employee who is laid off shall be entitled to continued coverage for twelve (12) months from the date of layoff. The employee shall pay the premiums for such coverage monthly in advance.

15.16 SICK LEAVE BENEFITS: If the employee is laid off, all unused sick leave accumulated prior to the effective date of layoff shall be credited back to the employee's records upon his/her reemployment with the District, if within thirty-nine (39) months of layoff.

15.17 MEDICAL LEAVE: Employees laid off while on medical leave shall be entitled to have that leave continue for an additional thirty (30) days provided the reason for such leave would have continued for that period if not layoff occurred.

15.18 RETIREMENT IN LIEU OF LAYOFF: Any employee who was subject to being, or was, in fact laid off and who is qualified for and who elected service retirement from the Public Employees Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff. If he/she is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy, but may fill it on a temporary basis until the Board of Administration of the Public Employees Retirement System has properly processed his/her request for reinstatement from retirement.

- 15.19 SENIORITY ROSTER: The District shall provide CSEA with an updated seniority roster indicating each employee's seniority and hire date effective October 1 of each year.
- 15.20 NOTIFICATION OF REEMPLOYMENT OPENINGS:
- 15.20.1 Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District. Such notice shall be sent, with a "Proof of Service by Mail" form to the last address given to the District by the employee, and a copy shall be sent to CSEA. An employee shall send notification to the District of his/her intent to accept or refuse reemployment within ten (10) working days from the date of the reemployment notice. An employee given an offer of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee sends notification to the District of refusal of reemployment within ten (10) working days from the employee's actual receipt of the reemployment notice.
- 15.20.2 If the employee accepts reemployment, he/she must be willing to report to work within ten (10) working days following notification to the District of his/her acceptance. If the employee accepts reemployment but fails to report to work within the ten (10) working days following notification, except in cases of illness or emergencies, the employee will be removed from the reemployment list.
- 15.21 REEMPLOYMENT IN HIGHEST CLASS: Employees shall be reemployed in the highest job classification from which they were laid off in accordance with their class seniority when vacancies become available. Any employee who accepts a position lower than his/her highest former class, shall retain his/her original thirty-nine (39) month rights to the higher paid position.
- 15.22 SENIORITY FOLLOWING LAYOFF: Upon return to work within thirty-nine (39) months of layoff, all accrued seniority shall be reinstated for purposes of vacation, leaves, holidays and salary.

ARTICLE 16
DISCIPLINE ARTICLE

- 16.1 Permanent classified employees of the District shall be accorded rights to due process in relation to disciplinary actions. Employees shall be disciplined for just cause only as provided by this Article.
- 16.2 "Disciplinary action" includes any action whereby an employee is deprived of any classification or any incident of any classification in which he/she has permanence, including dismissal, suspension, demotion, or any reassignment, without his/her voluntary consent, except a layoff for lack of work or lack of funds.
- 16.3 No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- 16.4 Grounds for Disciplinary Action of Permanent Classified Employees:
- a. One or more of the following causes shall be grounds for disciplinary action.
 - b. Incompetence or inefficiency in the performance of the duties of his/her position.
 - c. Inability to perform assigned duties due to failure to meet or retain job qualifications (including, but not limited to, failure to possess required licenses or failure to pass required tests).
 - d. Insubordination.
 - e. Carelessness or negligence in the performance of duty or in the care or use of district property.
 - f. Abusive conduct or language toward other employees, pupils, or the public.
 - g. Dishonesty.
 - h. Use or possession on duty of alcohol or illegal drugs as defined by law.
 - i. Use on duty of tobacco on school grounds or school property as defined by the Tobacco Free School Board Policy.
 - j. Conviction of a felony, or any crime involving moral turpitude.
 - k. Absence without leave, repeated tardiness, excessive absenteeism or job abandonment.
 - l. Abuse of illness leave.
 - m. Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.
 - n. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
 - o. Physical or mental incapacity.
 - p. Actively working for any political party or cause during assigned work hours.

q. Any mandatory suspension reason specified in the Education Code.

16.5 PROCEDURE FOR DISCIPLINARY ACTION

- 16.5.1 The employee shall be given a written notice including a statement of charges. Such charges shall cite the specific cause or causes with sufficient detail to permit the employee to prepare a defense, and the proposed action. The employee shall have the right to respond either orally or in writing to the District's designee in a Skelly Hearing. The designee shall not have conducted the investigation or have made the initial recommendation for disciplinary action. The designee shall consider the employee's response and recommend within fifteen (15) calendar days that the proposed disciplinary action either be taken, not taken, or amended.
- 16.5.2 If the employee's presence would, in the judgment of the responsible administrator, constitute a hazard or disturbance to students, fellow employees or the public, the District may immediately suspend with pay the employee involved. An employee's suspension, without pay, will commence upon his or her receipt of notice of recommendation of personal action after a "Skelly" hearing or a hearing before the Governing Board if the employee chooses to exercise that right.
- 16.5.3 The written notice shall include a statement of the employee's right to a hearing, the time within such a hearing may be requested which shall not be less than five (5) workdays, and a form, the signing and filing of which shall constitute a demand for a hearing and a denial of the charges. The notice may be served personally or by certified mail, return receipt requested, to the employee's last known address.
- 16.5.4 If the employee does not respond within the stated time limit for requesting a hearing, the stated intended action shall be imposed.
- 16.5.5 Upon receipt of a Denial and Request for a Hearing, the District will arrange for a hearing before the Governing Board. The hearing date will allow the employee a minimum of five (5) workdays for preparation, but shall not be more than fifteen (15) work days from the date of request. Time limits may be extended by mutual agreement between the District and the employee.
- 16.5.6 The employee must appear in person and may be represented by anyone of his/her choosing. If the employee does not appear, the stated intended action shall be imposed.
- 16.5.7 All such hearings shall be conducted in Closed Session, unless a public hearing is requested by the employee.
- 16.5.8 The hearing shall be before the Board of Trustees unless the Board decides to have this matter heard by an Administrative Law Judge (ALJ) appointed by the Office of Administrative Hearings. Such ALJ decision shall be advisory to the Board of Trustees. If the Board decides that it does not want to accept the decision of the ALJ, it shall order a transcript of the hearing. Within fifteen (15) work days after receipt of the transcript the Board Members shall read the transcript of any exhibits offered at the hearing and shall hold a meeting on five (5) work days notice to hear argument only. The ALJ may recommend that the board may act to reduce the discipline proposed by the Administration. The decision of the Board shall be final.
- 16.5.9 Time limits stated may be extended by mutual agreement between the District and the employee.

16.5.10 The ALJ in making a recommendation or the Board in hearing the matter or in reviewing the ALJ's recommendation may modify the disciplinary action proposed by the Administration or determine that the charges shall be dismissed

ARTICLE 17
DRUG AND ALCOHOL TESTING

- 17.1. Application: The provisions of this article apply only to workers whose duties include the driving of a commercial motor vehicle where a Class A or Class B driver's license is required. Bargaining unit classifications with such duties are limited to:
- a. School Bus Driver
 - b. Any employee who in the course of their employee duties must possess a class A or B driver's license.
- 17.1.1. Notice: Prior to performing a controlled substance or alcohol test:
- a. The District must notify the driver(s) that the alcohol or controlled substances test is required.
 - b. The District shall deliver a copy of this to all covered drivers.
 - c. All covered drivers will be provided with a complete copy of the controlled substance and alcohol policy. Each driver may obtain, upon request, an additional copy of the policy for review by contacting the District Controlled Substance and Alcohol Program Coordinator.
 - d. Each driver will be required to sign a certificate of receipt certifying that he/she has received a copy of the controlled substance and alcohol policy.
- 17.1.2. Reasonable Suspicion Testing
- a. Tests shall be conducted when a supervisor or District official trained in accordance with law has reasonable suspicion that the driver has violated the District's alcohol or drug prohibitions. This reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech or body odors. The observations may include indications of the chronic and withdrawal effects of controlled substances.
 - b. Individuals designated to determine whether reasonable suspicion exists must have received at least 60 minutes of training that covers the physical, behavioral, speech and performance indicators of alcohol misuse and an additional 60 minutes of training that covers these indicators of controlled substance use.
 - c. Alcohol tests are authorized for reasonable suspicion only if the required observations are made during just before or just after the period of the work day when the driver must comply with alcohol prohibitions. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within two hours of a determination of reasonable suspicion, the District shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after eight hours. (49 CFR 382.307)
 - d. A supervisor of District officials who makes observations leading to a controlled substance reasonable suspicion test shall make a written record of his/her observations within 24 hours of the observed behavior or before the results of the drug test are released, whichever is earlier. (49 CFR 382.307)
- 17.1.3. Post Accident Testing: Alcohol and controlled substance tests shall be conducted as soon

after an accident as practicable on any driver

- a. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved loss of human life: or
- b. Who receives a citation under state or local law for a moving traffic violation arising from the accident. (49 CFR 382.303)

- 17.1.3.1. Drivers shall make themselves readily available for testing, absent the need for immediate medical attention.
- 17.1.3.2. No such driver shall use alcohol for eight hours after the accident, or until after he/she undergoes a post-accident alcohol test, whichever occurs first. (49 CFR 382.209)
- 17.1.3.3. If an alcohol test is not administered within two hours or if a drug test is not administered within 32 hours, the District shall prepare and maintain records explaining why the test was not conducted. Tests will not be given if not administered within eight hours after the accident for alcohol or within 32 hours for drugs.
- 17.1.3.4. Tests conducted by authorized federal, state or local officials will fulfill post-accident testing requirements provided they conform to applicable legal requirements and are obtained by the District. Breath tests will validate only the alcohol test and cannot be used to fulfill controlled substance testing obligations. (49 CFR 382.303)

17.1.4. Random Testing -

- 17.1.4.1. The regulations require that safety-sensitive drivers shall be subject to controlled substance and alcohol testing on any unannounced and random basis. The Central Region School Insurance Group (CRSIG) Joint Powers Authority (JPA) shall conduct a number of controlled substance tests equal to at least 50 percent of all covered drivers and alcohol tests equal to at least 25 percent of all covered drivers each calendar year, spread reasonably over a 12-month period. The selection of drivers to be tested shall be made by a scientifically valid method, such as a computer generated random selection, and each driver shall have an equal chance of being tested each time the selection is made.
- 17.1.4.2. Once the driver has been notified that he/she has been selected for testing, he/she must be available for testing immediately.
- 17.1.4.3. Alcohol tests will be performed only just before, during or just after performing a safety sensitive function.

17.1.5. Testing Procedures

- 17.1.5.1. Specimen Collection Requirements for Controlled Substance and Alcohol Testing
 - a. All specimen collections for controlled substances and alcohol shall be performed according to the specific guidelines as designated in 49 CFR, part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs. A urine specimen will be collected to test for controlled substances and a breath sample will be collected to test for alcohol.
 - b. Alcohol tests will be administered using an Evidential Breath Testing Device (EBT) that is on the Conforming Products List published by the National Highway Traffic Safety Administration (NHTSA). The tests will be performed by a certified Breath Alcohol Technician (BAT).

17.1.5.2. Substances for Which Test Must Be Conducted - The District will test for evident of the following substances:

- a. Marijuana
- b. Cocaine
- c. Opiates
- d. Phencyclidine (PCP)
- e. Amphetamines

17.1.5.3. Drug Testing Laboratory

- a. The District shall use a drug testing laboratory certified under Department of Health and Human Services (DHHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs; 53 FR 11970, April 11, 1988, and subsequent amendments.
- b. The laboratory shall provide services in accordance with Part 40 and Part 382. The name and address of each Substance Abuse Mental Health Screening Association (SAMHSA) laboratory used by the District is contained in Appendix A.

17.1.5.4. Time Period Testing Is Conducted

A driver must be sent to be tested for controlled substances at any time during the driver's shift. Testing for alcohol must take place just before, during, or just after performing a safety sensitive or covered function. Performing a safety sensitive function means a driver is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform, or immediately available to perform any safety- sensitive functions.

17.1.6. Positive Tests:

17.1.6.1 A positive test for alcohol must be a confirmation test by an evidential breath testing device capable of printout and sequential numbering and must show an alcohol concentration of .02 grams of alcohol per 210 liters of breath or greater. Such a test is positive even if that concentration is caused by prescribed medication.

17.1.6.2 A positive test for controlled substances must be a confirmation test by gas chromatography/mass spectrometry techniques and must show one of the following:

- a. 15 ng/ml (nanograms per milliliter) of marijuana metabolite;
- b. 150 ng/ml of cocaine metabolite;
- c. 300 ng/ml of either morphine or codeine;
- d. 25 ng/ml or phencyclidine; or
- e. 500 ng/ml of amphetamine or methamphetamine;
- f. and, the medical review officer must conclude that there is no legitimate explanation, such as prescribed medication for the result.

17.1.6.3 No positive test for controlled substances shall be reported to the employer until after:

- The medical review officer has contacted the driver directly, on a confidential

basis, and given the driver an opportunity to discuss the test results and the driver's medical history, including medication, in confidence.

- The medical review officer has given the driver, within 72 hours of the driver's notification that the test was positive, an opportunity to request that the remainder of the split sample be tested by a different forensic laboratory, certified by the Department of Health and Human Services, and
- The remainder of the split sample has been tested and found to be positive, or no timely request for such a test is made by the driver.

17.1.6.4 .If the medical review officer concludes that there is a legitimate explanation for the positive test, such as prescription or over-the-counter medication or a negative result in the test of the remainder of the split sample, the medical review officer must report the test to the employer as a negative test.

17.1.6.5. The medical review officer shall be a licensed physician with special training in substance abuse disorders, the medical use of prescription drugs and the pharmacology and toxicology of alcohol and controlled substances. The medical review officer shall not be an employee of the drivers' employer.

17.1.6.6 The cut-off levels in this section are those required by Federal Highway Administration (FHWA) regulation. They will be automatically adjusted to be consistent with changes, if any, in the levels specified by those regulations. (See 49 C.F.R. 40.29, subd. (f).)

17.1.7 Enforcement: Any driver who refuses to submit to a post-accident, random, reasonable suspicion or follow-up tests shall not perform or continue to perform safety-sensitive functions. (49 CFR 382.211.)

17.1.7.1. If the positive test is an alcohol test showing an alcohol concentration of 0.02 or greater, but less than 0.04, the driver will be placed on leave for 24 hours, or, at the option of the District, the driver may be assigned to duties that are not safety sensitive for the same period. The driver shall return to regular duty at the end of this 24-hour period. Drivers who test positive for alcohol or drugs may be subject to disciplinary action up to and including dismissal.

17.1.7.2 A driver who violates District prohibitions related to drugs and alcohol shall receive from the District the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs available to evaluate and resolve drug and alcohol-related problems. The employee shall be evaluated by a substance abuse professional who shall determine what help, if any, the driver needs in resolving such a problem. Any substance abuse professional who determines that a driver needs assistance shall not refer the driver to a private practice, person or organization in which he/she has a financial interest, except under circumstances allowed by law. (49 CFR 382.605)

17.1.7.3 An employee identified as needing help in resolving a drug or alcohol problem shall be evaluated by a substance abuse professional to determine that he/she has properly followed the prescribed rehabilitation program and shall be subject to unannounced follow-up tests after returning to duty. (49 CFR 382.605.)

17.1.8. Return to Duty: A drug or alcohol test shall be conducted when a driver who has violated the

District's drug or alcohol prohibition returns to performing safety-sensitive duties. (49 CFR 382.309)

17.1.8.1. Employees whose conduct involved drugs cannot return to duty in a safety-sensitive function until the return-to-duty drug test produces a verified negative result. (49 CFR 382.605)

17.1.8.2 Employees whose conduct involved alcohol cannot return to duty in a safety-sensitive function until they undergo a return-to-duty alcohol test with an alcohol concentration of less than 0.02. However, more restrictive or conflicting statutory and regulatory provisions may also apply in addition to the Department of Transportation (DOT) regulations. Under the Drug-Free Workplace Act, for example, school District employees cannot be under the influence of alcohol on school grounds (49 CFR 382.605)

17.1.9. Follow-up Tests:

A driver who violated the District's drug or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem shall be subject to unannounced follow-up testing as directed by the substance abuse professional in accordance with law. Follow-up alcohol testing shall be conducted just before, during or just after the time when the driver is performing safety-sensitive functions. (49 CFR 382.311).

17.1.10 Records:

Employee drug and alcohol test results and records shall be maintained under strict confidentiality and released only in accordance with Law. Upon written request, a driver shall receive copies of any records pertaining to his/her use of drugs or alcohol tests. Records shall be made available to a subsequent employer or other identified person only as expressly requested in writing by the driver. (49 CFR 382.405).

ARTICLE 18
EMPLOYEE EXPENSES AND MATERIALS

- 18.1 UNIFORMS: The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, emblems, and cards if required by the District to be worn or used by classified employees.
- 18.2 TOOLS, EQUIPMENT AND SUPPLIES: The District agrees to provide all tools, equipment, and supplies reasonably necessary to employees for performance of employment duties.
- 18.3 SAFETY EQUIPMENT: The District agrees, when necessary, to supply safety equipment or gear to insure the safety of employees and others.
- 18.4 PHYSICAL EXAMINATIONS: The District agrees to provide the full cost of any medical examination required as a condition of continued employment.
- 18.5 PERSONAL PROPERTY: Any unit member who suffers the damage of any personal property, as defined in this Article while performing duties assigned by the District, shall be reimbursed for the replacement cost of said personal property. Reimbursement will be based on review by a selected panel represented by two (2) union members and one (1) District representative. Incident must be reported immediately to the supervisor. Damaged items must be turned in within 24 hours.
- 18.6 Personal Property under this Article shall be defined as any article of clothing or property that the unit member is wearing. Reimbursement will be limited to money as set by panel – per their review. (i.e.: glasses, hearing aid, dentures, jewelry, etc.).
- 18.7 MILEAGE: Any employee required to use his/her vehicle on District business shall be reimbursed at the established IRS allowable rate. The employee shall receive his/her mileage reimbursement separately from his/her payroll warrant. This payment shall be payable the next pay period following submission of the claim by the employee.

ARTICLE 19
CLASSIFICATION AND RECLASSIFICATION

19.1 DEFINITIONS

19.1.1 "Reclassification" is the upgrading of a position to a higher classification as a result of the gradual increase of duties being performed by the incumbent in such a position.

19.1.2 "Reallocation" is the upgrading of a position to a higher salary range as the results of changes to the job duties, job requirements or a study which shows positions in other local agencies are paid at a higher rate.

19.2 RECLASSIFICATION PROCEDURES:

19.2.1 The Reclassification/Reallocation Questionnaire (attached as Appendix D to this Agreement) shall be used to document the request for reclassification. The questionnaire shall ask the employee(s) or CSEA to describe the job duties or requirements which have changed since the job description was last revised and approved by the Board.

19.2.2 The completed questionnaire shall be submitted to the immediate supervisor(s) who shall provide input on the current job duties and requirements, provide an opinion on how the position or classification has changed and make a recommendation as to whether a reclassification or reallocation is in order. The immediate supervisor's recommendation shall be reviewed by the Superintendent or designee who shall make one or more of the following determinations: (1) whether the position should be reclassified, (2) whether the job description needs updating, (3) whether the employee(s) in question is/are working out of classification, and 4) whether the salary placement should be reallocated to a higher salary range. This decision shall be communicated in writing.

19.2.3 If the Superintendent or designee determines that the job description needs updating or that a reclassification/reallocation is in order, the District and CSEA shall meet and negotiate, separate from contract negotiations, to come to an agreement regarding changes to the job description and the salary placement for the new job description.

19.2.4 All changes to job descriptions or reclassifications/reallocations shall require Board approval. If the reclassification/reallocation affects a whole class of employees, ratification of CSEA membership is required. If a reclassification/reallocation affects individual positions, signature of an authorized representative of CSEA is required.

19.2.5 Reclassifications/reallocations resulting from this procedure shall be effective July 1st of the next fiscal year.

19.2.6 All forms, documents and questionnaires shall be retained by the District.

19.3 PLACEMENT IN CLASS: Every bargaining unit position shall be placed in a class.

- 19.4 CLASSIFICATION AND RECLASSIFICATION REQUIREMENT: Ten (10) workdays before the District intends to reclassify any positions or class of positions, the District shall notify CSEA in writing. The salary placement of all newly created positions or classifications/reclassifications shall be negotiated with CSEA. The creation of new classifications is reserved to the District.
- 19.5 INCUMBENT RIGHTS: When a position(s) or class of positions is reclassified, the incumbent in the positions shall be entitled to serve in the new position(s) provided the incumbent is minimally qualified for the new position.

ARTICLE 20
HOLIDAYS

- 20.1 SCHEDULED HOLIDAYS: Paid holidays for employees are as provided in Appendix "C" and incorporated by reference herein.
- 20.2 ADDITIONAL HOLIDAYS: Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under Education Code Sections 37221 and 37222 shall be a paid holiday for all employees.
- 20.3 HOLIDAYS ON SATURDAY OR SUNDAY: When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.
- 20.4 HOLIDAY ELIGIBILITY
 - 20.4.1 Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
 - 20.4.2 Employees who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, January 1, or Spring Vacation Day, shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE 21
SAFETY

- 21.1 UNSAFE CONDITIONS: Any employee who observes a working condition deemed unsafe by the employee or which reasonably would be so deemed, shall immediately report such condition, in writing or by phone, including the grounds for believing or alleging it to be unsafe, to his/her immediate supervisor.
- 21.2 DISTRICT RESPONSE: The immediate supervisor shall respond by phone, with follow up in writing, to the unit member's concern within five (5) work days.
- 21.3 NO ADVERSE ACTION: The District shall take no adverse action against any employee as a result of his/her reporting any condition believed to be unsafe.
- 21.4 SAFE WORKING ENVIRONMENT:
 - 21.4.1 The District agrees to promptly investigate all instances of alleged abusive behavior occurring during contracted hours reported by employees to the Human Resources Department. Abusive behavior among employees, includes patterns of demeaning, insulting, degrading, manipulative and falsely accusing, verbal and written attacks on an employee that cannot be justified by any legitimate operational needs of the District.
 - 21.4.2 The District further agrees to take necessary action to eliminate these behaviors where an investigation determines they are in fact occurring. Persons assigned by the District to investigate claims of workplace abusive conduct shall first be educated on the subject to a degree that they understand the issues involved, and are likely to recognize abusive behavior when presented with evidence consistent with this pattern of behaviors. Employees who are found in violation of this section will be subject to appropriate discipline, up to and including dismissal.

ARTICLE 22
GRIEVANCE PROCEDURE

22.1 DEFINITION: A grievance is a claim or assertion by a member of the bargaining unit who has been adversely affected by an alleged violation of the specific provisions of this Agreement.

22.2 GENERAL PROVISIONS

22.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may, from time to time, arise concerning the interpretation or application of this agreement. Any employee may present grievances relating to a contract dispute to the District and have such grievances adjusted with or without the intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the adjustment or resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response within ten (10) working days following receipt of the proposed resolution.

22.2.2 If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness, grievant, or a grievant's representative in such meeting or hearing shall be released for a reasonable time from regular duties without loss of pay.

22.2.3 The grievant has the right to have CSEA representation at any step of the grievance procedure.

22.2.4 CSEA may initiate group grievances at Step One or Two.

22.2.5 All records of the proceedings shall be retained in a special grievance file maintained by the Personnel Department. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants and shall be considered confidential. Access will be limited to those parties directly involved in the grievance.

22.3 GRIEVANCE PROCEDURE:

22.3.1 STEP ONE - Immediate Administrator and/or Supervisor.

22.3.1.1 If a problem is not settled during informal discussions and the employee wishes to pursue the matter, the employee shall file a grievance, in writing, to the immediate Administrator and/or Supervisor. This presentation shall be within a reasonable time, but not to exceed forty-five (45) working days after the grievant knew or by reasonable diligence should have known of the act or condition upon which the grievance is based.

22.3.1.2 The written information shall include: (a) names, dates, and places necessary for a complete understanding of the grievance; (b) a listing of the provisions of this agreement which are alleged to have been violated; (c) the date(s) informal discussions occurred and the name(s) of participant(s); (d) a listing of specific actions requested of the public school employer which will remedy the grievance.

22.3.1.3 Within five working days of receipt of the grievance the immediate Administrator/or Supervisor, either party may request a meeting to discuss

the grievance. The District shall indicate the disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the employee organization and to the grievant. If no answer is received within the time limit established, the grievant may appeal to Step Two.

22.3.2 STEP TWO – Superintendent OR Designee

22.3.2.1 If the grievant is not satisfied with the disposition of the grievance in Step One, the grievance shall be transmitted to the Superintendent or the Superintendent's designee within ten (10) working days.

22.3.2.2 Within five (5) working days from the receipt of the grievance the Superintendent or designee shall meet with the grievant on the grievance and shall indicate the disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the employee organization and to the grievant.

22.3.3 STEP THREE - Advisory Arbitration

22.3.3.1 In the event that the grievance is not satisfactorily adjusted at Step Two, CSEA may submit a request in writing that the grievance be submitted to arbitration.

22.3.3.2 The request shall be made within twenty (20) working days of the receipt of the response at Step Two or the failure of the District to timely respond.

22.3.3.3 The parties shall immediately attempt to select a mutually acceptable arbitrator either from lists to be developed by the parties or developed by the PERB.

22.3.3.4 If the parties are unable to agree upon an arbitrator within ten (10) working days of the request for arbitration, the grievance shall be submitted to the American Arbitration Association for a list of qualified arbitrators, the parties shall select the arbitrator from the list. The selection process shall be completed within five (5) work days of receipt from the American Arbitration Association.

22.3.3.5 The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the American Arbitration Association. Both parties agree that, subject to the provisions of the Code of Civil Procedure of the State of California, the arbitration award resulting from this procedure shall be advisory only on all parties.

22.3.3.6 The costs of arbitration shall be borne equally by the District and CSEA. Bargaining unit members who wish to be heard in advisory arbitration must first receive permission from CSEA

22.3.3.7 CSEA shall defend, indemnify and hold the District harmless from all claims, demands, suites, or any other action arising from CSEA members who wish to represent themselves individually

22.3.4 STEP FOUR - Board of Trustees

22.3.4.1 If the decision of the arbitration at Step Three is appealed, or if the grievant elects to bypass Step Three, the Board of Trustees shall conduct a hearing at a session of the Board to hear arguments on the case from the parties to the grievance.

- 22.3.4.2 The Board of Trustees shall act as "an impartial trier of fact" at the hearing, and shall render a written decision no later than thirty (30) working days following completion of the hearing.
- 22.3.4.3 The decision of the Board of Trustees shall be the final step of the grievance procedure.

ARTICLE 23
SEVERABILITY

- 23.1 SAVINGS CLAUSE: If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provisions of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 23.2 REPLACEMENT OF SEVERED PROVISIONS: In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 24
NEGOTIATIONS

24.1 SUCCESSOR CONTRACT: CSEA will present its proposal for a successor contract to the Board of Trustees no later than their first regular meeting in June.

24.2 RELEASE TIME FOR NEGOTIATIONS: CSEA shall have the right to designate five (5) employees who shall be given reasonable released time to participate in negotiations.

24.3 RATIFICATION OF AGREEMENT: Any tentative agreement between the parties reached through the negotiations process shall not be effective unless reduced to writing and officially ratified, and signed by both parties.

24.4 AGREEMENT OF PARTIES: The Agreement contains the agreement of the parties as to all existing matters contained herein and any prior or existing understanding or agreement which are inconsistent with this Agreement are hereby superseded and terminated in their entirety.

ARTICLE 25
DURATION

This Agreement shall remain in full force and effect from July 1, 2024, to June 30, 2027.

The parties agree to reopeners as follows:

- a. Each year of the contract, salary and health benefits will be agreed upon
- b. Either party may reopen an article at any time and the parties agree to meet and negotiate in a timely manner
- c. If the above section proves unsatisfactory to either party, the reopeners will annually revert to the following:
 1. Article 7: Pay and Allowances
 2. Article 10: Health and Welfare Benefits
 3. Two articles of each choice

APPENDIX "A"
C.S.E.A. JOB CLASSIFICATION SCHEDULE

INCLUSIONS: The bargaining unit for which this Agreement is effective consists of the following classifications paid at ranges outlined below. Please note that Appendix "A" was placed into this Agreement on Feb 2024 and any updates to this document can be received by requesting them from the Human Resources Department:

RANGE	NUTRITION SERVICES PERSONNEL	Board Approval	RANGE	CLERICAL & OFFICE PERSONNEL	Board Approval
M	Nutrition Services Production Lead	06/05/23	I	Helpdesk Assistant	09/11/23
L	Nutrition Services Cook	06/05/23	I	Office Assistant	10/02/23
I	Nutrition Services Lead	06/05/23	J	Attendance technician	02/05/24
E	Nutrition Services Assistant	06/05/23	K	Attendance Technician - Alternative Programs/Preschool	02/05/24
K	Accounting Assistant I (NS)	11/06/23	K	Registrar	10/02/23
M	Nutrition Service Head custodian (NS)	03/06/23	M	Administrative Assistant I	10/02/23
M	Admin Assistant I (NS)	06/05/23	P	Administrative Assistant II	10/02/23
RANGE	INFORMATION TECHNOLOGY & SUPPORT PERSONNEL	Board Approval	R	Purchasing Specialist	09/11/23
U	Information Technology Analyst	09/11/23	S	Payroll Technician	07/10/23
V	Network Engineer	09/11/23	T	Senior Payroll technician	07/10/23
P	Information Technology Technician	09/11/23	O	Accounting Technician	07/10/23
T	CALPADS/SIS Data Specialist	10/02/23	M	Accounting Assistant II (Fiscal & Admin Serv)	10/02/23
K	Audio Visual Technician	09/11/23	K	Accounting Assistant I (Expanded Learning)	07/10/23
RANGE	STUDENT SUPERVISION & COMMUNITY OUTREACH PERSONNEL	Board Approval	RANGE	INSTRUCTIONAL AIDE & SUPPORT PERSONNEL	Board Approval
E	Yard Duty Supervisor	09/11/23	H	School Health Assistant	06/05/23
L	Attendance Liaison	12/11/23	R	Licensed Vocational Nurse	10/02/23
L	Family Support Specialist	06/05/23	R	Registered Behavior Technician	02/05/24
L	Student Support Specialist	06/05/23	R	Speech & Language Pathologist Assist (SLPA)	02/05/24
J	School Safety Officer	12/11/23	F	ELP Assistant	09/11/23
M	School Security Officer	12/11/23	I	ELP Site Facilitator	09/11/23
E	Crossing Guard	02/05/24	J	Early Readiness Facilitator	11/06/23
			J	Library Media Technician	10/02/23
			G	Pre-School Paraeducator	11/06/23
			F	Paraeducator I	09/11/23
RANGE	TRANSPORTATION PERSONNEL	Board Approval	H	Paraeducator II	09/11/23
M	Transportation Assistant	10/02/23	K	Paraeducator III	09/11/23
L	Transportation Technician	10/02/23	K	Paraeducator Speech/Language	11/06/23
J	Delivery Driver (Nutrition Services)	06/05/23	H	Paraeducator I - Bilingual	09/11/23
RANGE	CUSTODIAN/MAINTENANCE & OPERATION PERSONNEL	Board Approval			
M	Head Custodian	07/10/23			
L	Custodian	07/10/23			
E	Custodian I	07/10/23			
L	Groundskeeper I	06/05/23			
M	Groundskeeper II	07/10/23			
T	HVAC Technician	06/05/23			
O	Maintenance Technician II	07/10/23			
Q	Maintenance Technician III	07/10/23			
S	Maintenance Technician IV	07/10/23			
Z	Electrician	06/05/23			
Y	Plumber	10/02/23			
L	Warehouse Technician	10/02/23			

APPENDIX "B"
VACATION SCHEDULE

SCHEDULE FOR ACCUMULATION OF VACATION: Employees shall earn the amount of vacation listed per year if the employee was in a paid status for more than one-half (1/2) the working days in every month. For employees who are in a paid status for less than one-half (1/2) the working days in a month the vacation earned for that month shall be calculated at their hourly rate, excluding overtime.

Fiscal Year of Employment	Days per year 12 MONTH	Days per year 11 MONTH	Days per year 10 MONTH
Twenty-First Year	24 days	22 days	20 days
Sixteenth-Twentieth Year	22 days	20 days	18 days
Tenth-Fifteenth Year	20 days	18 days	17 days
Fifth-Ninth Year	16 days	15 days	14 days
Third-Fourth Year	13 days	12 days	11 days
Second Year	10 days	9.50 day	8.50 days
First Year	10 days	9.50 days	8.50 days

APPENDIX "C"

HOLIDAYS

Each twelve-month employee is entitled to fifteen (15) paid holidays. All less than 12 month employees receive thirteen (13) paid holidays.

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King Day
President's Day
Lincoln's Birthday
Spring Vacation Days (One day) [Friday prior to Easter Sunday]
Memorial Day
Independence Day
Juneteenth

FLOATING HOLIDAY: If the President declares a National Holiday or a Day of Mourning, it is agreed that unit members who are scheduled to work on that day shall be granted one floating holiday. Before the utilization of the floating holiday a unit member must obtain prior written approval from their Supervisor.