

Collective Bargaining Agreement

between the

Pleasant Valley School District

and

Service Employees International Union Local 99



for the period of
July 1, 2023 through June 30, 2026

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Article 1: Preamble

This Agreement is made and entered into this 1st day of July, 2023, by and between the Pleasant Valley School District, hereinafter referred to as the "District", and the Service Employees International Union, Local 99, hereinafter referred to as the "Union" or "SEIU."

Article 2: Recognition

The District confirms its recognition of the Union as the exclusive representative for the classified employees set forth in Appendix A. The unit shall exclude all management, confidential, supervisory, and other classified employees not listed in Appendix A. The Board shall determine whether newly created positions identified as management, supervisory, confidential, classified lie outside the unit, or within the bargaining unit. If the Union disputes the determination of the Board, the Union may request the PERB to make a determination.

Article 3: Non-Discrimination

- 3.1 The District and the Union agree that the provisions of this Agreement shall be applied without discrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, pregnancy, sexual orientation, and age, membership in the Union or participation in the lawful activities of the Union.
- 3.2 No reprisals will be taken by the Union or its members against non-members who exercise their right not to participate in the activities of the Union.
- 3.3 The provisions of this Article shall not be subject to the grievance procedure.

Article 4: Organizational Security

Any employee who is a member of SEIU or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of dues to SEIU. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the District shall deduct the amount set by SEIU from the regular salary check of the employee each pay period. The District agrees to comply with state requirements regarding dues deductions and agency shop.

Article 5: Hours and Overtime

- 5.1 Hours
 - a. Workweek - The workweek shall consist of forty (40) hours for full-time employees.

- b. Workday - Except as provided in subsection 5.4, the workday shall consist of eight (8) hours for full-time employees.
- c. Adjustment of Assigned Time (Part-time employees) - An employee who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as provided by the Education Code.

5.2 Rest Periods

- a. All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per three and three-quarters (3-3/4) hours worked or major fraction thereof.
- b. Specified periods may be designated only when the operations of the District require someone to be present at the employee's work site at all times. Such times shall be determined by the supervisors.
- c. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

5.3 Overtime

- a. Overtime, except as set forth in subsection 5.4 of this Article, is defined as authorized time worked in excess of eight (8) hours in any one day and forty (40) hours in any one calendar week. In addition, employees who have an average workday of four (4) hours or more during the workweek shall receive overtime for all authorized time worked on the sixth and seventh day of the workweek. 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, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.
- b. An employee who works authorized overtime shall be paid at a rate equal to one and one-half (1-1/2) times his/her regular rate of pay for the overtime worked. Shift and special assignment differentials regularly received by the employee shall be included in determining his/her regular rate of pay.
- c. Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay. Compensatory time earned on an overtime basis will be at the rate of one and one-half (1-1/2) the regular rate of pay.

5.4 Alternative Work Schedules

- a. The District may establish a ten (10) hour-per-day, forty (40) hour, four-consecutive day workweek for employees. The overtime rate shall be paid for all hours worked in excess of the required workday.
- b. The District may also establish a nine (9) hour-per-day, eighty (80) hour-per-two-week work schedule. The 9/80 schedule shall consist of nine (9) workdays, eight (8) of which shall be nine (9) hour days and one (1) of which shall be an eight (8) hour day. The overtime rate shall be paid for all hours worked in excess of the required workday.
- c. The District reserves the right to determine work schedules and/or provide substitute holidays appropriate to District needs.

5.5 Call In and Call Back Time

An employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate pay rate. An employee called back to work after the completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate irrespective of the actual time worked.

5.6 Lunch Periods

Employees shall be entitled to an uninterrupted unpaid lunch period of thirty (30) minutes except as mutually agreed to by the employee and the immediate supervisor. In situations of an urgent nature, the District may require that unit members perform duties during their thirty (30) minute lunch period. When this occurs, the affected unit members shall commence a new thirty (30) minute lunch period immediately after completion of duty.

5.7 Summer School Bus Driver Assignments

- a. Available summer school employment shall be determined by application for work among the bus drivers with the selection for work based on an employee's District employment seniority. For purposes of this section, "District employment seniority" shall mean date of original employment with the District. Except as indicated above, the District shall determine employment needs, qualifications, and the manner of implementing this provision, including assignment of personnel to particular buses and routes. In the event a bus driver has committed to accept a summer driving assignment and wishes to relinquish that assignment, the driver shall inform the District of the change of plans at least five (5) days before summer work commences. Failure to provide such notice may result in denial by the District of that driver's right to work in the following summer.
- b. Announcement of possible summer bus driver employment shall be posted as soon as practicable after mid-May with the understanding that assignments cannot be finalized until the Special Education Department determines District needs.

Article 6: Salaries

- 6.1 Retroactive to July 1, 2024, the salary schedules shall be increased by 1.5%.
- 6.2 If the District grants general compensation increases (i.e., COLA plus insurance) to non-represented (non-management) classified employees or the certificated bargaining unit, which exceeds the compensation allocated to the SEIU bargaining unit (e.g., salary, insurance), then the District shall increase the amount allocated to the SEIU bargaining unit so as to equal the amount given to that other group(s). Special increases, such as reclassifications, increased workdays for staff development, or beginning teacher salary incentive funds provided by the state, shall not constitute a general compensation increase under this provision.

Article 7: Wage and Salary Adjustments

7.1 Initial Placement

Except as authorized by the Board, all new employees shall be appointed at the minimum step in the salary range approved for the class.

7.2 Step Advancement

- a. For the purpose of this Article, when the first day of service falls between the first and fifteenth day of the month, the appointment shall be considered as effective on the first day. Later appointment shall be considered as effective at the beginning of the following month.
- b. Upon completion of twelve (12) months of satisfactory service from date of appointment or date of any other personnel transaction which does not change the employee's anniversary date, the employee shall be eligible for each succeeding step within his/her salary range in accordance with Subsection 7.1 above. He/She shall continue to be eligible for such twelve (12) month increments until he/she reaches the maximum of his/her range, subject to the provisions of the rest of this Article.

7.3 Promotions

An employee who receives a promotion to a class allocated to a higher salary range shall receive a pay increase of approximately five percent (5%) and be placed on the step of the salary range of that class that is at least one step above the rate the employee received in the previous class (but no higher than the highest step). Additional advancement will be at the beginning of the thirteenth month, regardless of step placement, and at one-year intervals thereafter until the maximum is achieved. For the purpose of this provision, appointment of an employee to a class with a salary range equal to or below his/her current range shall not be considered a promotion and shall not warrant a salary increase; in such cases, placement will be made on the same rate formerly earned by the employee, not to exceed the maximum of the range of the class to which he/she is appointed.

7.4 Placement after Leave of Absence

Placement after leave of absence shall be in conformance with the Education Code.

7.5 Placement When Demoted

An employee who accepts a voluntary demotion shall be placed on the step of the range of the lower class that is closest to the rate he/she earned in the higher class, provided that he/she shall not receive a salary increase thereby. He/She shall retain the anniversary date established in the higher (former) class.

7.6 Longevity Pay

Longevity pay shall begin on the first of the month upon which an employee's longevity anniversary falls. The District compensates longevity at following intervals of continuous service: year 6,9,13,17,22 and every subsequent 5-year increment of continuous service thereafter.

Article 8: Employee Benefits

8.1 Benefits for Active Employees

- a. Effective October 1, 2025, the District shall contribute a maximum of \$12,100 per year towards a single party plan for medical benefits, \$19,700 for two party and \$25,850 for a family plan. If the District desires to change health carriers during the term of this Agreement, it shall so notify the Union and provide it with the opportunity to negotiate such change to the extent such change impact on matters within the scope of representation.
- b. Effective 2017-18 school year, PVSD will give \$500 per unit member to those who are spouses or domestic partners within the District who enroll in 2-Party or Family medical coverage and are both required to take the District insurance under SISC rules.
- c. The district's Health Benefits Committee shall include up to three (3) representatives from SEIU, one of which may be a SEIU staff member. The Committee shall review health providers, plans, and coverage issues by making recommendations to the Superintendent. Any questions related to the district cap amount or use shall be discussed with SEIU at the bargaining table.
- d. Employees shall be eligible for benefits under this section commencing the first day of the month following the first day of regular employment or another event qualifying an employee for health benefits and in conformance with the provider's implementation requirements.

8.2 Benefits for Retirees

- a. Retiree benefits for employees who retired on or before June 30, 1984:

The District shall provide fully paid health insurance premiums for employees and dependents of employees who have reached their fifty-fifth (55th) birthday, and given ten (10) years of satisfactory service to the District. This coverage shall extend for the life of the retired employee. A District approved paid leave shall constitute paid services for purpose of eligibility for the benefit. Medical/hospitalization coverage for retirees shall be exclusive of in-house psychiatric care, orthodontia procedures, and maternity provisions.

- b. Retiree benefits for employees hired on or before June 30, 1984, who retire after June 30, 1984:

The District shall contribute not more than three-thousand nine-hundred dollars (\$3,900.00) per year per retiree toward the health and welfare program provided the employee has reached his/her fifty-fifth (55th) birthday and given twelve (12) years of satisfactory service to the District. This coverage shall extend for the life of the retiring employee. A District approved paid leave shall constitute paid service for the purpose of eligibility for this benefit. Medical/hospitalization coverage for retirees shall be exclusive of in-house psychiatric care, orthodontia procedures, and maternity provisions. Employees who meet all retirement requirements, except twelve (12) years service in Pleasant Valley School District, may retain employee and dependent membership in the District health insurance plan by paying one hundred percent (100%) of the premiums. At the end of what would have been the twelfth (12th) year of service, the District shall assume premium payment for the employee and his/her dependents for the life of the retired employee up to, but not to exceed three-thousand, nine-hundred dollars (\$3,900.00) per year.

- c. Retiree benefits for employees hired after June 30, 1984:

The District shall contribute not more than twenty-four hundred dollars (\$2,400.00) per year per employee toward the retiree catastrophic health and welfare program. The employee shall be required to have reached his/her sixtieth (60th) birthday and shall be required to have served the District for fifteen (15) years or more.

Retirees who meet the qualifications set forth above, except are hired after June 30, 1986, and who are eligible for Medicare shall have their District paid contributions cease when the retiree meets the eligibility requirements for Medicare.

- d. Contingent upon implementation for all other District employees, unit members (initially) hired after December 31, 1993, shall not receive a District contribution toward retiree benefits. However, subject to approval of the applicable insurance carrier, such unit members may continue their insurance coverage upon retirement at their own

expense, and, if the District enrolls in the PERS medical benefits plan, it shall contribute the minimum amount required by PERS toward retiree benefits.

- 8.3 Benefits for Part-Time Employees for persons employed less than full time are to be provided as specified in Education Code Sections 45136 and 45137.

Sick leave and all other benefits accorded members of the unit are to be prorated on the basis of assigned hours worked per day as it bears to eight (8) hours, forty (40) hours per week, weeks per month, or months to a calendar year.

8.4 Textbook and Tuition Reimbursement

- a. Purpose - To provide a program whereby permanent employees of the District are reimbursed for the costs of textbooks, tuition, registration, course materials, and laboratory fees for occupationally related school courses, workshops, and seminars satisfactorily completed on the employee's own time.
- b. Eligible Employees - Permanent, full-time and part-time employees (on a pro-rata basis) are eligible to participate in this program.
- c. Courses Eligible - the following criteria will be used in determining eligibility for reimbursement:
 1. Courses must have a reasonable potential for resulting in more effective District service.
 2. Courses must directly relate to the employee's occupational field.
 3. Prerequisites to job-related courses are eligible for reimbursement.
 4. Job related courses preparing an employee for promotion in his/her job field may be eligible for reimbursement. See Professional Growth Courses - Sample Lists - Section 9.7.
 5. Graduate course work that is required to receive a job-related Master's Degree is eligible for reimbursement.
 6. Job-related seminars and workshops offered by recognized colleges and universities, professional societies, organizations, or a training facility in Ventura County shall be eligible for reimbursement for employees in the bargaining unit when approved by the Department Head and the Superintendent.
 7. Except as indicated in subsection "6" above, courses must be offered by a school recognized by the Western Association of School and Colleges or similar accreditation institution.

- d. Courses must be satisfactorily completed. A grade of “C” or its equivalent is required for reimbursement. A grade of “A” or “B” or its equivalent is required for reimbursement for approved graduate courses.
- e. Courses which are taken to bring unsatisfactory performance up to an acceptable level, which duplicate in-service training and/or which duplicate training the employee has already received, are not eligible for reimbursement.
- f. Costs Reimbursed - Reimbursement for costs is limited to textbooks, tuition, course materials and school registration/lab fees for off-duty, job-related approved courses, up to a maximum of two thousand, two-hundred dollars (\$2,200) per school year. All other costs are not reimbursable. Total District costs for this program (for all unit members) shall not exceed twenty-two thousand, eight-hundred and fifty dollars (\$22,850) per year.
- g. Administration - The human resources department is responsible for the administration of this program. The District will make every reasonable effort to review and approve or deny applications within 10 work days after receipt of the application from an employee. The employee must submit to the human resources department an official record of grades and receipts within 90 days after the class is completed. Reimbursement will be made to the employee as soon as practicable after receipt of the official record of grades and receipts. The District may develop such forms and additional procedures as it deems appropriate to implement the intent of this program.
- h. Out of State and Accredited Online Coursework - An employee shall be entitled to reimbursement for classes/courses taken out of state or through an accredited online program, provided that all of the above criteria are met and it results in no additional cost to the District.

Article 9: Professional Growth

9.1 The intent of this incentive-based professional growth program is to encourage employees to voluntarily gain increased knowledge and skills which enhance their ability to perform the work of the school district; to provide an opportunity for advancement to new positions; or to provide the employee with an awareness of the importance of increased efficiency needed to fulfill his/her role in the total education of students in the Pleasant Valley School District. This is an award-type program based upon the accumulation of points that will eventually translate into a professional growth stipend.

9.2 Procedures

- a. Review Committee: The Professional Growth Committee, hereinafter referred to as The Committee, shall meet at least quarterly to review applications for professional growth points.

- b. Composition of Committee: The Committee shall consist of the Assistant Superintendent of Human Resources, an administrator designated by the Educational Services Department, and two representatives designated by SEIU.
- c. Duties of Committee
 - 1. Annually prepare and revise policies and procedures and lists of representative courses for recommendation to SEIU and the District; the listings shall not be exclusive but will serve as examples and guides only.
 - 2. Evaluate activities for professional growth points.
 - 3. Annually provide the Payroll Department with a list of those employees who have earned Professional Growth increments for the fiscal year.

9.3 Standards and Guidelines for Participation in the Professional Growth Point Program

- a. Points may be earned through participation in any of the following:
 - 1. College courses, adult school courses, trade and business school courses
 - 2. Committee approved workshops, training, orientation, and in-service
 - 3. Institute lecture programs and conducting institute classes
 - 4. Attendance at educational conferences
 - 5. Leadership activities in county, state, and national educational organizations and in professional organizations approved for this purpose by the Professional Growth Committee
 - 6. Correspondence, Internet, and video courses approved by the Committee
 - 7. Other Committee approved coursework
- b. A representative list of courses for each general group of employees offered at a college, community college, trade or business school, or adult education department will be prepared and reviewed by the Committee.
- c. Prior approval of the Committee should be obtained for courses not included on the list of representative courses, but offered at a college, adult school, or university.
- d. Any approved course can be applied toward professional growth increments.
- e. The subject matter of the course should relate to the position currently occupied by the employee or should meet the requirements for career development.
- f. All professional growth candidates taking courses must obtain a passing grade of "C" or better; a certificate of satisfactory completion of a course, or a grade of "Pass" in a course which does not provide a letter grade, in order to receive credit points for the course.

- g. Employees must submit evidence of satisfactory completion of coursework within one calendar year from the date of the completion of the coursework in order to receive professional growth points for that coursework.
- h. Points will not be given to an employee who is on leave from the district to become a full-time or part-time student.
- i. Courses may not be repeated unless special permission is granted by the Committee. Such repeat courses must contain different subject matter.
- j. Course work must be verified by official transcript or certificate. All other work must be verified by acceptable verification and must be filed in the Human Resources Office by July 31 of each year in order to receive a professional growth increment for that fiscal year.
- k. Credit for involvement with professional organizations shall be provided as follows:
 - 1. Six points for service as SEIU's president per year of such service.
 - 2. Three points for service as a local officer, other than president, per year of such service (i.e., a member of the SEIU's executive board, vice-president, treasurer, secretary or other elected or appointed office).
 - 3. Six points for service as a state/national union representative per year of such service.
 - 4. Up to a maximum of eight points per year for committee work which will be computed on an hour-for-hour basis at .0625 points per hour.
 - 5. Union stewards shall receive one point for each year of such service.
 - 6. A maximum of 75% of any single increment (11.25 points) may be earned utilizing the points awarded while participating in union activities. The remainder of the points required for an increment (3.75) must be earned under the other provisions of this article.
- l. Courses not offering semester or quarter units, and other types of educational courses for which the Committee has granted approval, will receive points based on total hours of participation. For such courses and/or activities, a certificate or signed documentation verifying satisfactory completion from the school of attendance must be submitted with the Professional Growth Reporting Form.
- m. Credit for hours of participation in District-sponsored workshops, orientation, inservices educational conferences, institute lecture programs, and other similar programs approved by the Committee and credit for conducting such programs shall have points as follows:
 - 1. Participation in such programs will be credited at .0625 points for each hour, with 16 hours equaling one point.

2. Credit for conducting institute classes shall be equated at .0750 points for each hour.

The following chart shall illustrate the value of each hour of such credit:

| No. of Hours | Points @ .0625 | Points @ .0750 |
|-----------------|-------------------|-------------------|
| 1.0 | .0625 | .0750 |
| 2.0 | .1250 | .1500 |
| 3.0 | .1875 | .2250 |
| 4.0 | .2500 | .3000 |
| 5.0 | .3125 | .3750 |
| 6.0 | .3750 | .4500 |
| 7.0 | .4375 | .5250 |
| 8.0 | .5000 | .6000 |
| 9.0 | .5625 | .6750 |
| 10.0 | .6250 | .7500 |
| 11.0 | .6875 | .8250 |
| 12.0 | .7500 | .9000 |
| 13.0 | .8125 | .9750 |
| 14.0 | .8750 | 1.0500 |
| 15.0 | .9375 | 1.1250 |
| 16.0 | 1.0000 | 1.2000 |

- n. Fifteen professional growth points shall be required for each professional growth increment.
- o. This program is not intended to restrict in any way the training and self-improvement efforts a classified employee may undertake on his/her own initiative. However, such training shall be considered as applicable to a professional growth increment only if it meets the requirements specified by this policy and implementing regulations of the Committee.
- p. All course work must be completed on the employee's own time and at the employee's own expense. Training mandated by the District and taken on paid time (including release time) will not be eligible for Professional Growth credit. Courses submitted for textbook and/or tuition reimbursement (Article 8, Section 8.4) shall not be eligible for Professional Growth credit.

9.4 Eligibility for Participation in the Professional Growth Program

- a. All regularly employed, permanent classified employees who are in active, paid status with the Pleasant Valley School District shall be eligible to participate in the Professional Growth Program.
- b. For purposes of determining eligibility for any professional growth increment, the term "regularly employed classified employee" shall include persons serving in regular classified positions who have completed their initial probationary period.

9.5 General Rules and Regulations For Professional Growth Increments

- a. One or more professional growth increment(s) in the maximum amount of \$150 a school year each, but not to exceed five such increments in the maximum amount of \$750, may be granted to a regularly employed classified employee (as previously defined in this policy) subject to the conditions set forth in this section.
- b. Increments shall be granted beginning with the fiscal year following the earning of the 15 increment points required and upon certification of satisfactory service.
- c. Subsequent earned increments, not exceeding four, may be granted in the maximum amount of \$150 each. Such increments shall be superimposed on the preceding increment(s) to which the employee is entitled, but shall be awarded not more frequently than once every two fiscal years.
- d. Professional growth recipients will have the professional growth increment payable in one lump-sum payment on or about September 30 of each year. Earned increments shall be paid in addition to the employee's regular salary, and shall be subject to customary payroll deductions.
- e. An employee must be in paid status to receive the professional growth increment he/she has been granted, and such payments will end when his/her employment is terminated for any reason.
- f. Credit will only be given for professional growth activities completed while not in a paid, active employment status on the July 1 following the completion of the second year on the job after returning from the leave of absence. Credit will not be given for any professional growth activities completed prior to the employee's beginning date of employment.
- g. Records concerning the Professional Growth Program shall be maintained by the Classified Personnel Office.
- h. Permanent employees who are promoted or transferred to a new classification may earn increment points while in probationary status in the new class provided the points earned are in compliance with the prescribed professional growth plan.
- i. If more than the necessary number of points are earned for any of the second, third, or fourth professional growth increments, the excess number will be carried over to the next succeeding increment.

9.6 Qualification for Initial Professional Growth Increment

Increment points applicable to the initial professional growth increment may be allowed retroactively provided (a) the points were earned after the beginning date of employment; (b) the candidate was actively and regularly employed by the Pleasant Valley School District at the time the points were earned; (c) the increment points are verified through the efforts

of the employee and are approved by the Committee in accordance with requirements of the professional growth plan.

9.7 Professional Growth Courses - Sample Listings

The following courses are representative of the courses that may qualify for Professional Growth credit. The following listings shall not be exclusive or exhaustive, but shall serve as examples and guides only. All course work must be job related and completed on the employee's own time and at the employee's own expense.

GENERAL COURSES

| | |
|---|----------------------------|
| Second Language coursework (e.g. Spanish, Sign Language) | Business Math |
| First Aid & Safety | Business Data Processing |
| Ethnic Studies | Drafting |
| Human Relations | Music Appreciation |
| Personal & Social Adjustment | General Metal Working |
| Biological Science | Typing |
| History of California | Sociology |
| American Government | Individual & the Group |
| World History | Shorthand |
| History, United States | Business Law |
| World History & Geography | Consumer Law |
| English | Biology |
| Literature | Chemistry |
| Introduction to Data Processing | General Psychology |
| Effective Communications | Work Simplification |
| Business Communications | Organization & Management |
| Personal Development | Elements of Supervision |
| Reading Improvement | Psychology for Supervision |
| Oral Communications | Labor Management Relations |
| Public Speaking | Race & Ethnic Relations |
| Speech | Effective Public Relations |
| Technical Math | Child Growth & Development |
| General Science | Marriage & Family |
| Arithmetic | Home Management |

CUSTODIANS

| | |
|--|-----------------------------------|
| Second Language coursework (e.g., Spanish, Sign Language) | Drafting 1 & 2 |
| First Aid & Safety | Blueprint Reading |
| Advanced First Aid | The Individual & the Group |
| Ethnic Studies | Mathematics Fundamentals |
| Psychology | Business Math |
| Spelling & Vocabulary | Business English & Correspondence |
| Plastics - Fabrication & Molding | Algebra |
| Electrical Circuits | Welding |
| | Woodshop |

Speed & Comprehension Reading
Record Keeping

FOOD SERVICES

Second Language coursework (e.g.,
Spanish, Sign Language)
First Aid & Safety
Advanced First Aid
Ethnic Studies
Psychology
Health Education
Sanitation & Safety
Introduction to Child Psychology
Human Relations
Personnel Management
Spelling & Vocabulary
Math
Business Math

Algebra
Food Purchasing
Cost Accounting
Bookkeeping
Basic Food Preparation 1 & 2
Food Service Management
Food Equipment Selection, Planning
and Design
Menu Planning
Quantity Cooking Foods 1
Working Functions Simplified
Nutrition
Beginning Menu Planning
Advanced Menu Planning

GROUNDS

Second Language coursework (e.g.,
Spanish, Sign Language)
Natural Resources
First Aid & Safety
Ethnic Studies
Psychology
Agriculture
Ag. Construction
Ag Power
Landscaping
Blueprint Reading
Math

Business Math
Business English
Algebra
Spelling & Vocabulary
Personnel Management
Fundamentals of Electronics
Machine Shop
Soil & Fertilizers
Ornamental Shrubs & Trees
Landscape Design
Native Plants

MAINTENANCE

Second Language coursework (e.g.,
Spanish, Sign Language)
First Aid & Safety
Auto. Controls for Maintenance
Electricians
Electricity
Machinist
Advanced First Aid

Ethnic Studies
Psychology
Building Maintenance
Spelling & Vocabulary
Math
Business Math
Business English
Advanced Electrician Studies

Algebra
Maintenance Electricity
Machine Shop
Metal Work
Chemistry
Blueprint & Technical Drawing
 Reading
Engineer Drawing
Industrial Arts & Design
Carpentry

Woodshop
Math for the Trades
Arithmetic
Geometry
Stationary Engineering
Air Conditioning & Heating Systems
Keying & Locksmith Class
Plumbing
Personnel Management

TRANSPORTATION

Second Language coursework (e.g.,
 Spanish, Sign Language)
First Aid & Safety
Ethnic Studies
Psychology
Advanced First Aid
Automotive Systems
Electrical Systems
Auto Mechanics

Machine Shop
Driver Improvement
Math
Business Math
Algebra
School Bus Driver
Record Keeping
Report Writing
Speed & Comprehensive Reading

WAREHOUSE

Second Language coursework (e.g.,
 Spanish, Sign Language)
First Aid & Safety
Psychology
Spelling & Vocabulary
Advanced First Aid
Ethnic Studies
Personnel Management
Blueprint Reading
Algebra

English and Composition
Driver Improvement
Bookkeeping
Speed & Comprehension Reading
Small Business Management
Typing
Filing
Data Processing
Introduction to Computers

Article 10: Leaves

10.1 Bereavement Leave

Bereavement leave, without loss of pay, will be granted for five (5) days for the death in the immediate family or seven (7) days leave if out-of-state travel is required to attend the funeral. Immediate family is defined as a spouse/domestic partner, child, parent (or in-law), sibling (or in-law), grandparent, grandchild of the employee or the employee's spouse/domestic partner of the employee or any relative living in the immediate household of the employee.

Employees are not required to take the bereavement leave on consecutive days. Employees must complete their leave within three months of the family's death. The district reserves the right to request documentation.

10.2 Sick Leave

- a. Sick leave is the authorized absence of an employee because of the employee's illness, injury, or exposure to contagious disease.
- b. Every unit member shall earn paid sick leave at the rate of one (1) day per month. Unused sick leave shall be accumulated without limit.
- c. At the beginning of each fiscal year, the sick leave "bank" of the employee shall be increased by the number of days of paid leave he/she would normally earn in the ensuing fiscal year, except that to prevent a permanent deficit balance the employee's sick leave "bank" may be adjusted and credited on an "as earned" basis. An employee's sick leave "bank" shall be adjusted if a change in assignment alters the amount of sick leave earnable.
- d. Sick leave may be taken at any time, except that new employees with probationary status may use only six (6) days of paid sick leave during their initial probationary period.
- e. Pay for any day of sick leave shall be the same pay the employee would have received if he/she had worked that day, except as provided by Education Code §45137 for part-time personnel.
- f. In order to receive compensation while absent on sick leave, the employee shall notify the District of his/her absence as soon as possible but not later than within the first working hour of the first day absent, unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the employee.
- g. At least one (1) day prior to his/her expected return to work, the employee shall notify his/her supervisor in order that any substitute employee may be terminated. If the employee fails to notify his/her supervisor and both the employee and the substitute report, the substitute is entitled to the assignment and the employee shall not receive pay for that day.
- h. An employee absent for four (4) consecutive days or more may be required to present a doctor's statement stating the nature of the illness or injury and the date the employee is able to return to work.
- i. Employees who have a questionable attendance record which indicates a high incidence of sick leave usage, or where there appears to exist an abuse of sick leave privileges or a question regarding the employee's fitness to return to work, may be required to submit medical justification for any absence upon the request of the District.

10.3 Extended Sick Leave

- a. Each employee in the bargaining unit shall, once a year on July 1, be credited with one hundred (100) days sick leave in addition to the sick leave provided under Section 10.2. Benefits of extended sick leave shall not be available to probationary employees.
- b. Employees who remain absent because of continued illness shall not again become eligible for paid leave because of the commencement of a new fiscal year until he/she has again rendered service.
- c. Paid sick leave authorized under this provision shall be in addition to regular sick leave earned and accumulated under this Agreement, all other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled.
- d. Benefits of extended sick leave are not cumulative and do not extend beyond June 30th of the fiscal year in which credited.
- e. All days of paid sick leave in excess of regular sick leave earned and accumulated under this Agreement shall, for the purpose of this provision be considered entitlement to "other sick leave", and shall be compensated at fifty percent (50%) of the employee's regular salary to a maximum of one-hundred (100) days of paid extended sick leave per year.
- f. Employees who remain absent and are receiving benefits under this section at the close of a fiscal year shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the illness or injury occurred, to a maximum of one hundred (100) days.
- g. "Other sick leave" entitlements granted under this provision shall, for employees who work less than full-time, be prorated pursuant to the provisions of this Agreement.

10.4 Family Sick Leave

- a. Employees may use sick leave to attend to the illness of a child, parent, spouse, or domestic partner of the employee. An employee can use in any school year the employee's accrued and available sick leave entitlement, in an amount no more than twenty (20) days at the employee's then current rate of entitlement to attend to an illness of his or her child, parent, spouse, or domestic partner. All conditions and restrictions upon the use of sick leave also shall apply to the use of sick leave by an employee to attend to an illness of his or her child, parent, spouse, or domestic partner.
- b. Family sick leave and family sick leave pay are subject to the following conditions:
 1. The total number of days allowed in one school year for such leave shall not exceed twenty (20) days.
 2. The days allowed shall be deducted from, and may not exceed, the number of full days of regular sick leave to which the employee is entitled. Extended sick leave entitlements provided under Article 10, Section 10.3 cannot be used for these purposes.
 3. The leave may be taken in one-half hour increments.

4. The district reserves the right to require the employee to furnish evidence of the nature of the absence. The district may take whatever steps it deems necessary to satisfy itself that the absence is consistent with the purposes of this leave.

10.5 Unpaid Health Leave

A unit member who has exhausted all entitlement to sick leave, vacation, compensatory time, and all other available paid leave and who is absent because of continued accident or illness may be granted additional leave with the approval of the District. Such additional leave shall be without pay and may be granted for any period not to exceed eighteen (18) months in increments not in excess of six (6) months. If placed on such leave, the employee shall not again become eligible for paid leave because of the commencement of a new fiscal year until he/she has again rendered service.

10.6 Termination of Sick Leave

- a. An employee, upon ability to resume the duties of a position within the class to which he or she was assigned, may do so at any time during the leave for non-industrial accident or illness and time lost shall not be considered a break in service. The employee shall be restored to a position within the class to which the employee was assigned and, if at all possible, to his or her position with all the rights, benefits, and burdens of a permanent employee. If the leave has been for more than twenty (20) working days, the employee shall notify the District of his/her intention to return at least three (3) working days in advance.
- b. If, after the exhaustion of all sick leave and additional leave, paid or unpaid, granted under this Article, the employee is still unable to assume the duties of a position within his/her classification, he/she will be placed on a reemployment list for a period of thirty-nine (39) months in the same manner as if he/she were laid off for lack of work or lack of funds.

10.7 Industrial Accident and Illness Leave

Industrial Accident and Illness Leave shall be in accordance with Education Code §45192 and applicable provisions of Personnel Commission Rule 60.700.5.

10.8 Personal Necessity Leave

- a. An employee shall, at his/her election, be placed on personal necessity leave within the limits and conditions of this section because of any of the following emergencies:
 1. The death of a member of the employee's immediate family when the number of days of absence exceeds the limit provided in Bereavement Leave.

2. An accident or occurrence involving the employee's person, not otherwise chargeable to sick leave or industrial accident leave. Such accident or occurrence must:
 - a) Be serious in nature,
 - b) Involve circumstances the employee cannot reasonably be expected to disregard,
 - c) And require the attention of the employee during his/her assigned hours of service.
3. An accident or occurrence involving the employee's property or the person or property of a member of the employee's immediate family. Such accident or occurrence must:
 - a) Be serious in nature,
 - b) Involve circumstances the employee cannot reasonably be expected to disregard,
 - c) And require the attention of the employee during his/her assigned hours of service.
4. The illness or injury of a member of the employee's immediate family when the illness or injury constitutes:
 - a) A serious illness - any illness or injury involving major surgery or imminent death or which requires hospitalization; or
 - b) A situation arising from the sudden illness or injury of a member of the employee's immediate family, where the time element is such that the employee must absent himself/herself from work to determine if the illness constitutes a serious illness as defined in subsection 4(a) above. No more than the actual and necessary amount of leave time required to make this determination shall be allowed for each situation, and in no case shall it exceed one (1) day.
5. An appearance of the employee in court as other than a litigant.
6. An appearance of the employee as a witness under an official governmental order for which salary is not allowed, jury duty, and court appearance, provided that:
 - a) Each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified by the clerk or other authorized officer of a court or other governmental jurisdiction; and

- b) In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the District Accounting Office.
7. The compelling personal obligations of an employee that cannot be met outside of school hours. These may include:
- a) Leadership positions in community or youth activities
 - b) Traditional observances consistent with one's personal beliefs and practices
 - c) Family obligations that are not annual observances
 - d) Personal business demands

Absence under this subsection is limited to a total of seven times the normal daily assigned time, not to exceed 56 hours (in increments of one-half hour or more) per year; it is not cumulative; and is included as part of the seven (7) days allowed under Subsection 10.1 of this Section.

- b. Personal necessity leave and personal necessity leave pay are subject to the following conditions:
 - 1. The total number of days allowed in one fiscal year for such leave shall not exceed seven (7).
 - 2. The days allowed shall be deducted from and may not exceed the number of full days of regular sick leave to which the employee is entitled.
 - 3. The leave may be taken in one-half (1/2) hour increments.
 - 4. Payment for such absences shall be made only upon certification by the Human Resources Office that the absence was due to circumstances in conformance to those outlined in subsections 10.1 thru 10.7. The employee shall be required to sign on a form provided, a statement detailing the reasons for such absence. The District reserves the right to require the employee to furnish evidence of the nature of the absence; the District may take whatever steps it deems necessary to satisfy itself that the absence occurred within the limits of this rule.
 - 5. Subsection 10.8 applies to personal necessity absence where it is not necessary for the employee to explain the purposes for which such leave is used. However, all such absences must be approved by the immediate supervisor twenty-four (24) hours in advance whenever possible.
- c. Notwithstanding any of the above provisions, sick leave shall not be used by any employee for any of the following reasons:
 - 1. Vacation (or used to extend a vacation or holiday)

2. Relocation
3. Political Activities (including picketing)
4. Outside employment
5. Participation in a strike, work stoppage, or other organized work absence

10.9 Jury Duty and Witness Leave

- a. Leave of absence for jury service shall be granted to any classified employees who have been officially summoned to jury duty in local, state or federal court. Leave shall be granted for the period of the jury service. The employee shall receive full pay while on leave provided that the jury service fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for jury service leave shall be made by presenting the official court summons to jury service to the immediate supervisor.
- b. Leave of absence to serve as a witness in a court case shall be granted an employee when he/she has been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the supervisor.
 1. The jury service fee and witness fee referred to in subsections a and b above do not include reimbursement for transportation expenses.
 2. An employee who has received leave of absence under this rule shall make himself/herself available for work during hours when his/her presence is not required in court.
 3. When an employee serves all day on jury duty, he/she shall be relieved from work with pay for that day.

10.10 Absence for Examination

Every employee in the classified service shall be permitted to be absent from his duties during working hours in order to take any examination for a position in the District without deduction of pay or other penalty provided that he/she gives two (2) days notice to his/her immediate supervisor.

10.11 Military Leave

Military leave of absence shall be granted and compensated in accordance with state and federal law.

10.12 Miscellaneous

- a. No absence under any paid leave provisions of the Agreement shall be considered as a break in service for any employee who is in paid state and he/she shall be entitled to receive credit for his/her anniversary increment during his/her leave.
- b. Unless otherwise provided in the Article, an employee on a paid leave of absence shall be entitled to receive, during his/her leave, all other classified employee's fringe benefits, including but not limited to insurance and retirement benefits to the extent not prohibited by law.
- c. Unless otherwise provided in this Article, an employee on an unpaid leave shall be entitled to remain in the collective fringe benefit pool at no cost to the District.
- d. Any employee who seeks an extension of a leave shall make application as early as possible preceding the expiration of the original leave.

10.13 Leave of Absence Without Pay

- a. Leave of absence without pay may be granted to a permanent employee upon the written request of the employee and the approval of the Superintendent or his/her designee, subject to the following restrictions:
 1. Absence from duty without pay for a period not to exceed fifteen (15) days for reasons satisfactory to the appointing authority may be granted on recommendation of the supervisor and with the approval of the Assistant Superintendent of Human Resources.
 2. Leave of absence without pay may be granted for any period up to six (6) months, with the possibility of one six-month (6) extension on suitable application or for two (2) six-month (6) extensions in cases qualifying under subsection 10.4. The granting of such request shall be based on two primary considerations: (1) that granting such leave would not cause undue hardship on the District; and (2) that this action is warranted on the part of the District. The original request for leave and the request for extension of leave must be accompanied by a letter from the employee's immediate supervisor agreeing to the granting of the leave.
 3. The granting of a leave of absence without pay gives the employee the right to return to a comparable level position within his/her class at the expiration of his/her leave of absence provided he/she is physically and legally capable of performing the duties.
- b. The Board may, for good cause, cancel any leave of absence by giving the employee due notification.

- c. An employee may make a written request to the Board to return to work prior to the expiration date of the leave. The Board may approve or reject the request at its sole discretion.
- d. Failure to report for duty within five (5) working days after a leave has been canceled or expired shall be considered abandonment of the position and the employee may be terminated by the Board. The termination may be appealed to the Personnel Commission in the same manner as any other dismissal for cause. This provision is not applicable to military leave.
- e. If an employee cannot be placed in a vacant position in his/her class upon return from leave of absence, he/she shall have bumping and reemployment rights, in accordance with his/her seniority, in the same manner as if he/she had been laid off for lack of work or lack of funds on the date his/her leave expires.
- f. Employees shall not accrue seniority during periods of unpaid leave of absence.
- g. Employees may not utilize the provisions of this section in order to seek or engage in other employment.

10.14 Leave for Pregnancy Disability

- a. Employees are entitled to use sick leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and her physician; however, the District may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.
- b. Employees are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth or recovery therefrom when sick leave as set forth in this Article has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the District may require a verification of the extent of the disability through a physical examination of the employee by a physician appointed by the District.

10.15 Family and Medical Care Leave

- a. Pursuant to state and federal law, the District will provide Family and Medical Care Leave for eligible employees. The following provisions set forth employees' rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Fair Employment and Housing Commission implementing the California

Family Rights Act (“CFRA”) (Government Code section 12945.2). Unless otherwise provided, “leave” under this section shall mean leave pursuant to the FMLA and CFRA.

During any period an employee takes unpaid family care medical leave, the District shall maintain and pay for coverage for health benefits pursuant to the conditions of this Agreement to the extent required by the FMLA and CFRA.

- b. Eligible employees are entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period. An employee’s entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

The twelve (12) month period for calculating leave entitlement will be a “rolling period” measured backward from the date leave is taken and continue with each additional leave day taken. Thus, whenever a member requests leave, the District will look back over the previous twelve (12) month period to determine how much leave has been used in determining how much leave an employee is entitled to.

- a. The right to Family Care and Medical Leave shall be in addition to any other leave to which employees are entitled under this Agreement. However, if an employee uses the leave under this section for any reason permitted under the law, he/she must exhaust all other accrued leaves in connection with the leave.
- b. Upon the termination of the leave, an employee shall have a right to reinstatement in the same position he/she occupied prior to the leave, provided the employee is absent no longer than twelve (12) weeks.

10.16 Reproductive Loss Leave

- a. A unit member employed by the District for at least (30) days may take up to five (5) days of reproductive loss leave following a reproductive loss event. A “reproductive loss event” is defined as the day, or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. Days for reproductive loss leave may be taken nonconsecutively.

Article 11: Holidays

11.1 Unit members shall be entitled to payment for authorized holidays, provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

11.2 Holidays shall include:

- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Last workday prior to December 25
- December 25
- Last workday prior to New Year’s

- New Year's Day
- Martin Luther King's Birthday
- Lincoln Day
- Washington Day
- Memorial Day
- Other days as approved by the Board of Trustees

Regular classified employees shall also be entitled to three and one half floating holidays per fiscal year. Floating holidays shall only be used on assigned workdays and shall be prorated based on the employee's assigned hours per day. The floating holiday(s) shall be taken on or before June 30 and at times requested by the employee consistent with the needs of the District. Floating holidays not used on or before June 30 shall be forfeited by the employee. Floating holidays are not accruable. If an employee separates employment before the end of the fiscal year, the amount of floating holiday time will be prorated. If the employee has used more floating holiday time than the amount of available prorated time, his/her final paycheck will be adjusted accordingly.

If the holiday falls on a Saturday, the preceding workday shall be the holiday. If the holiday falls on a Sunday, the following workday shall be the holiday.

Except for Veterans' Day, the governing board, by adoption of a resolution, may revise the date upon which the schools of the district close in observance of any of the holidays listed above. Any such change from year to year will not decrease the amount of paid holidays listed above. For employees assigned to the University Preparation Charter School holidays will be observed on the days determined by the UPCS board.

11.3 Holiday Pay

- a. Pay for a holiday shall be the same the employee would have received had the day not been a holiday, provided however, that those employees working an alternative work schedule (e.g., 4/40, 8/80) shall have one to two hours, as applicable, deducted from their leave banks to make up the difference between a nine or ten-hour workday and an eight-hour holiday. For purposes of this section, "leave bank" shall refer to floating holiday time, Personal Necessity Leave time, compensatory time (if authorized) or vacation time. If accrued leave time is insufficient to cover the amount of holiday time, such time shall be converted to leave without pay. 4/40 and 9/80 employees who, because of their compressed workweek "lose" a holiday (e.g. when the holiday falls outside their compressed workweek) shall be compensated for that holiday at a rate of pay for the number of hours they normally work, e.g.,
 - nine (9) hours for 9/80 employees; and
 - ten (10) hours for 4/40 employees; or
 - be provided a substitute holiday; or
 - otherwise have their schedule revised to prevent loss of the holiday.
- b. Holiday pay for part-time employees shall be at straight time rates as follows:
 1. When a holiday falls on the employee's normally scheduled workday, "holiday pay" shall be for the number of hours the employee would normally have worked on that day.

2. When the holiday falls on other than the employee's normally scheduled workday, holiday pay shall be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year bear to forty (40) hours per calendar week, four (4) calendar weeks per month, or twelve (12) calendar months per school year.
 3. Part-time employees who work an alternative work schedule shall receive holiday pay in accordance with subsections 1 and 2 above, on a pro-rata basis.
- c. Half day holidays will be treated the same as any full day holiday, but with holiday pay compensation based on that portion of the day which represents the holiday and that portion of the part-time employee's normal workday that falls within it.

11.4 Employees required to work on scheduled holidays shall be paid as follows:

- a. Actual hours worked at the overtime rate of time and one-half (1-1/2) in addition to regular holiday pay (11.3a above).
- b. 4/40 and 9/80 employees shall be paid at the overtime rate of time and one-half (1-1/2) for hours actually worked on the holiday in addition to holiday pay described in 11.3b. above.

11.5 On any school day during which pupils would otherwise be in attendance but are not, and for which certificated personnel receive regular pay, classified employees shall also receive regular pay, whether or not required to work that day.

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

Article 12: Vacation

12.1 Vacation Accrual

- a. Every unit member shall earn vacation at the prescribed rate as part of his/her compensation. Regular employees who are on leave to serve in limited term assignments, or who serve in limited term assignments during periods when they are not regularly assigned, shall earn vacation during such limited term assignments; vacation shall also be earned during any paid leave of absence.
- b. Vacation shall be earned and accumulated on a monthly basis in accordance with the following schedule:
 1. One (1) day per month for the first five (5) years of service

2. One and one-fourth days (1-1/4) per month for six (6) to fifteen (15) years of service
3. One and one-half (1-1/2) days per month after fifteen (15) years of service

Part-time employee's vacation will be prorated.

- c. Vacation is earned on a monthly basis and must be used within twelve (12) months of the close of the school year. Any employee may elect and shall be permitted to carry over ten (10) days of vacation to the following fiscal year.

Part-time employees may elect to take vacation during the school year at a time convenient to the employee and consistent with the needs of the District. Part-time employees' vacation pay for unused vacation shall be included with their last paycheck of the school year.

12.2 Vacation Use

- a. Vacation schedules shall be prepared and approved by the administration. Effort shall be made to allow vacation to be taken at times convenient to the employee, consistent with the needs of the service and workload of the department.

If there is a conflict in scheduling between employees in the same or similar operations of a department, the employee with the greater seniority shall be given his/her preference. For the purpose of this subsection only, "seniority" means first date of employment in a probationary status.

- b. The rate at which vacation is paid shall be the employee's current rate. An employee whose vacation is earned and begun under a given status shall suffer no loss of earned vacation credit by reason of subsequent changes in conditions of employment during that vacation.
- c. Except in the case of an emergency, if an employee is required to work during any portion of a scheduled vacation period, the employee shall be compensated at the rate of time and one-half (1-1/2) his/her regular rate of pay for all hours worked during that period.

In such case, the employee shall be permitted to reschedule, for approval, his/her vacation request to be taken prior to June 30 of the fiscal year. If the District is unable to approve such rescheduled vacation request, the employee's vacation account shall be charged and the employee shall be paid for any unused vacation remaining as of June 30, except that ten (10) days of which the employee is allowed to carry over.

- d. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
- e. If an employee is terminated and has used vacation that was not yet earned at the time of termination of his/her services, the District shall deduct from the employee's severance check the full amount of salary that was paid for such unearned days of vacation taken.

- f. Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that an employee who has not completed six (6) months of employment in regular status shall not be entitled to such compensation.
- g. Any unit member who commences his/her prescribed vacation period and subsequently becomes ill or is bereaved before his/her vacation period has been completed, shall be placed on sick leave or bereavement leave under the following conditions:
 1. If the illness or bereavement is for three (3) consecutive days or more
 2. If the illness or bereavement is such that had the employee been working, he/she would have been absent on sick or bereavement leave
 3. If the employee normally is required to return to duty immediately following the vacation period
 4. If the request is filed with the District within two (2) weeks of the illness or bereavement or within, at the latest, one (1) week of his/her return to duty unless extraordinary extenuating circumstances exist which prevent such filing
 5. If the filed request fully outlines the reasons for the request and is fully substantiated to include medical reports in the case of illness
- h. When all or part of an employee's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance. If possible, he/she shall be granted opportunity to consume this vacation credit in order not to exceed the limit on accrued vacation.

Article 13: Transfer

13.1 A transfer is the reassignment of an employee without examination from one position to another position in the same class or to a position in a similar or related class with the same salary range.

13.2 When a new position is created or an existing position becomes vacant, all vacancies shall be posted by the District for not less than five (5) working days at all work locations prior to being filled. Any employee may apply for transfer to that position by filing a written notice with the Human Resources Office of the District.

If an employee on leave during the period of the posting has requested a transfer, he/she shall be mailed a copy of the notice by the Human Resources Office on the date the position is posted. Failure to do so shall nullify the position appointment.

13.3 A permanent employee may ask to be transferred to another position in the same class or to a position in a related class on the same salary schedule. Such transfers shall be made only with the approval of the District and the party involved. The District, when considering transfer requests, shall give weight to the following factors:

- a. Seniority - uninterrupted service with the District
- b. Experience in related areas in or out of the District
- c. Job performance (including discipline and past evaluations)
- d. Training and/or skills
- e. Other factors that are in the best interest of the District

13.4 If a voluntary transfer request is denied, upon request, the District shall provide the employee with specific reasons for the denial in writing within five (5) working days of the employee's request.

13.5 Transfers shall not change the employee's salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit, or in any other manner reflect adversely upon the employee's rights, as provided in law and this Agreement.

13.6 A permanent employee who transfers to a position in a class in which he/she has not previously completed a probationary period shall be considered probationary in that class for a period of six (6) months. At any time during the probationary period, he/she may be returned (transferred) to his/her former class without right of appeal, unless such action results in layoff, demotion, or reduction in assigned time. In the latter cases, the employee will have the same appeal rights as a permanent employee who is demoted or dismissed.

13.7 Transfers shall have the following effects on seniority:

- a. Within the same class ~ none
- b. From one class to another ~ the employee shall not receive seniority credit in the new class for service in other classes; however, he/she shall retain such credit as seniority in the classified service.

13.8 Whenever the District exercises its right to involuntarily transfer an employee, it shall, upon request, discuss the reasons for the transfer with the employee.

13.9 Transfers shall not be used as a device to alter the sequence of impending layoff, although employees whose positions are to be eliminated may transfer to other classes as this rule contemplates.

Article 14: Layoff

14.1 Layoff and Reduction in Hours

The Board may lay off employees or reduce the hours of employees for lack of work or lack of funds or other legally authorized reasons. In the event employees are laid off and/or reduced in hours, the employees shall be laid off or reduced in hours in inverse order of

seniority in the class in which the layoff and/or reduction occur. The unit member who has been employed the shortest time as a probationary or permanent unit member in the class, plus higher classes, shall be considered to have the least seniority.

14.2 Reduction in Hours

To the extent required by law, indefinite reductions in regularly assigned time shall be considered a layoff under the provisions of this Article.

14.3 Order of Layoff and/or Reduction in Hours

The order of the layoff shall be based on seniority by class. An employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first. For purposes of this Article, seniority shall mean hire date of an employee in the affected classification and will include any time in higher classifications.

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 district hire date seniority and, if that is equal, then the determination shall be made by lot.

14.4 Rights of Laid Off and/or Reduced in Hours Employees

Employees shall have the following rights:

a. Notice of Layoff/Reduction in Hours

Affected employees and the Union shall be given notice of layoff/reduction in hours not less than forty five (45) calendar days prior to the effective day of the layoff/reduction in hours and informed of their displacement (bumping) rights, if any, and reemployment rights. Upon written request, the District shall meet with the Union no later than fifteen (15) calendar days following the notice(s) of layoff/reduction in hours to review bumping and reemployment procedures.

b. Bumping Rights

An employee laid off from his/her present class may bump into the next lower class in which the employee has greatest seniority, considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into lower classes to avoid layoff.

To exercise bumping rights, the unit member must notify the Assistant Superintendent of Human Resources in writing not later than ten (10) calendar days after receiving notice of layoff/reduction in hours.

c. Reemployment Rights

Persons laid off are eligible for reemployment for a period of thirty-nine (39) months and shall be offered reemployment in the class from which laid off prior to offering

employment in that class to new applicants. In addition, during the 39-month period, such persons laid off shall receive notice of and have the right to participate in District promotional examinations in positions for which they meet the minimum qualifications.

1. Notices regarding reemployment or promotional exams shall be in writing and shall be sent to the employee's last known address.
2. Offers of reemployment or increase in hours shall be made in order of seniority from those available employees on the reemployment list.
3. The order of seniority for reemployment means that an offer shall be made to the available unit member who has the most seniority as defined in Article 14.1 as a probationary or permanent unit member in the class offered plus higher classes.
4. A unit member shall be deemed unavailable for employment if the unit member fails either to respond within five (5) work days or refuses two (2) offers of reemployment in the same class and for the same or more hours than those served at the time of the layoff. In such cases, the unit member's name shall be removed from the reemployment list.
5. A unit member shall remain entitled to receive an offer of reemployment during the 39-month period if refusal of reemployment is to the same class but for fewer hours than those served at the time of layoff or to a different class.

d. Voluntary Demotion or Voluntary Reduction in Hours in Lieu of Layoff

Employees who take a voluntary demotion or voluntary reduction in hours in lieu of layoff shall be granted the same rights as a unit member who has been laid off and shall retain eligibility to be considered for reemployment for an additional 24-month period provided that the same tests of fitness under which they qualified or appointment to the class shall still apply.

e. Election of Retirement in Lieu of Layoff

An employee who qualifies for service retirement may elect to retire in lieu of layoff. If an employee retires under such circumstances, the provisions of Education Code Section 45115 shall apply.

14.5 Exclusivity of Rights

The rights granted to the Union and the employees who are laid off or reduced in hours under this article are the sole and exclusive rights granted to them by the District. Inclusion of this article into the contract satisfies any obligation to negotiate the District might have had regarding future layoffs/reductions in hours. No other rights are intended or implied by the inclusion of this article in this contract except that a violation of this article is subject to the grievance procedure (Article 17).

Article 15: Performance Evaluations

15.1 When evaluations are to be made:

- a. Probationary employees - approximately at the end of the second and fourth month and two (2) weeks before the end of the probationary period
- b. Permanent employees - once a year within thirty (30) days of the employee's anniversary date. Permanent employees whose anniversary date falls during the months of July through September shall have their evaluation schedules adjusted as follows: Those falling due in July will be due by the last day of school in June of each year. Those falling due in August or September will be moved to October 1 each year.

15.2 Performance evaluation reports shall be made on forms prescribed by the Personnel Commission and shall be prepared by the employee's immediate supervisor, if possible. The completed form shall be reviewed by the next higher supervisor and, if need for improvement is noted, by the department head.

15.3 The evaluator shall present the performance evaluation report to the employee and shall discuss it with him/her. The evaluation form shall be signed by the employee to indicate receipt and the employee shall be given a signed copy.

15.4 No evaluation of an employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be based on rumors, anonymous tips, or predominately upon hearsay statements. Evaluations are to be based primarily upon the observation and knowledge of the evaluator. Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the employee in implementing the recommendations made. The employee shall have the right to review and respond to any evaluation. Such response shall be attached to the evaluation.

15.5 Special Evaluations ~ An employee may be given a special evaluation at any time circumstances merit.

15.6 Availability of Personnel File ~ An employee may, by request, inspect his/her personnel file. The employee's inspection of his/her personnel file shall be during a time when he/she is not required to render service to the District, unless it is impossible to arrange for such review during the employee's off-duty hours and he/she has the written permission of his/her immediate supervisor to be absent from work for a specified time and proper arrangements have been made to inspect the file.

Article 16: Discipline

16.1 The Disciplinary procedure and appeal rights are contained in the Personnel Commission Rules.

16.2 An employee may be suspended, reduced in pay, demoted, or dismissed for just cause. Causes for disciplinary action against any employee may include, but shall not be limited to the following:

- a. Incompetence
- b. Inefficiency
- c. Insubordination
- d. Inattention to or dereliction of duty
- e. Discourteous and/or unprofessional treatment of the public, students, or of fellow employees. Discourteous treatment shall include, but not limited to: intimidation, showing hostility, threats, humiliation of, insults, or slander.
- f. Violation of District or Personnel Commission rules, regulations, policies, or procedures
- g. Dishonesty
- h. Immoral conduct
- i. Being under the influence of intoxicants (including alcohol), narcotics, or other controlled substances while on duty or District property
- j. Unlawful use of narcotics or drugs
- k. Possession or use of unauthorized intoxicants (including alcohol), narcotics, or other controlled substances while on District property or in District vehicles
- l. Misuse or abuse of District property or equipment
- m. Failure to prepare and/or maintain prescribed records (e.g., concealing, misusing, mutilating, falsifying, or removing)
- n. Theft of District property or property of others
- o. Unexcused or excessive absences (including tardiness)
- p. Conviction of a felony or of a misdemeanor involving moral turpitude.
- q. Other acts which are incompatible with service to the public, including any conduct or behavior, either on or off duty, which causes discredit or would reasonably tend to cause discredit to fall upon the District, its officers, agents, or departments

16.3 Any unit member who has a good faith belief that a District employee has engaged in conduct

under Article 16.2. and/or Board Policy 1313, Community Relations, may report a complaint with the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources and/or his/her assignee shall investigate and take appropriate action. The complainant cannot grieve action taken by the District. This section shall not preempt any unit member's rights under this Agreement.

Article 17: Grievance Procedure

17.1 Definitions

- a. Grievance - is a claim by one or more employees that there has been an alleged violation of a specific provision of this Agreement. Actions to challenge or change the policies of the District as set forth in Board policies or administrative regulations must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the policies of the Board or Personnel Commission, or by the administrative procedures of this District are not within the scope of this procedure. In addition, actions regarding an alleged violation of Article 19 (Management Rights) are excluded from this procedure.
- b. "Day" is any day in which the central administrative office is open for business.

17.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may arise regarding the correct interpretation of this Agreement. Both parties agree that these proceedings will be kept as confidential as possible (and as confidential as permitted by law).

17.3 General Provisions

- a. Nothing contained herein shall be construed as limiting the right of any employee to process a grievance or have the grievance adjusted without the intervention by the Union, provided that the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to state its position regarding the proposed adjustment of the grievance.
- b. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. Grievant's failure to comply with the timelines shall result in the withdrawal of the grievance. The time limits may, however, be extended by mutual agreement.
- c. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.
- d. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

- e. The grievant may terminate the grievance at any time by giving written notice to the District. Failure to comply with time limits, to attend scheduled meetings to discuss or hear the grievance, or to provide requested information at the grievant's disposal relating to the subject matter of the grievance shall be deemed a termination of the grievance by the employee.
- f. The grievant has the right to have a representative present at any step of the formal procedure after resolution has been sought at the informal level. The grievant, however, must be present at each step of the grievance procedure.
- g. If a grievance arises from an action or inaction on the part of the immediate supervisor's supervisor, the grievance shall commence at Level Two of the Grievance Procedure (Section 17.4b. below). If a grievance arises from an action or inaction on the part of a District Administrator at a level above the immediate supervisor's supervisor, the grievance shall commence at Level Three of the Grievance Procedure (Section 17.4c. below). The purpose of this provision is to eliminate unnecessary steps in the grievance procedure.

17.4 Procedure

- a. Level One
 - 1. Informal: The grievant will first discuss the grievance with the immediate supervisor with the objective of resolving the matter informally.
 - a) This oral discussion will take place within twenty (20) days after the grievant knows or should have reasonably known of the circumstances upon which the matter is based.
 - b) The immediate supervisor will attempt to resolve the problem orally within five (5) days after the presentation of the grievance.
 - c) Parties to the grievance may consult with central office staff or Union representatives.
 - 2. Formal: If the grievance is not settled during the informal discussion and the grievant wishes to pursue the matter, the grievant shall present the grievance in writing to the immediate supervisor within five (5) days after the oral decision by the immediate supervisor. The written information shall include:
 - a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
 - b) A listing of the provision(s) of the Agreement which are alleged to have been violated;

- c) The decision rendered at the informal conference and a list of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and
- d) The specific actions requested of the grievant which will remedy the grievance.

The immediate supervisor shall respond in writing within ten (10) days after the receipt of the grievance.

b. Level Two

If the grievant is not satisfied with the immediate supervisor's decision at Level One, the grievant shall, within five (5) days after receipt of the written decision, file a written appeal with the immediate supervisor's supervisor. Within five (5) days from the receipt of the appeal, the administrator shall, if so requested, meet with the grievant in an effort to resolve the grievance. The Administrator shall respond in writing within ten (10) days after such meeting or, if no meeting has been requested, within ten (10) days after receipt of the appeal.

c. Level Three

If the grievant is not satisfied with the decision at Level Two, the grievant shall file within five (5) days after receipt of the written decision or expiration of the timelines if no decision has been reached, a written appeal with the Superintendent or his/her designee. Within ten (10) days from the receipt of the grievance, the Superintendent or designee shall meet with the employee on the grievance and shall respond in writing within ten (10) days of such meeting.

d. Level Four

In the event that the Union is not satisfied with the decision of the Superintendent at Level Three, it may, within 20 working days after receiving the Superintendent's decision, refer the grievance to arbitration by requesting that the State Mediation and Conciliation Service propose the names of five arbitrators.

The arbitrator's decision will be in writing and will set forth his or her findings, reasoning, and conclusion on the issue(s) submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement.

The cost for the services of the arbitrator will be borne equally by the District and the Union. The cost of a court reporter shall be borne by the party requesting the services.

A decision by the Union to submit a grievance to arbitration shall automatically be a waiver of all other remedies, except for those provided in Title VII of the Civil Rights Acts of 1964.

If the District raises the question of arbitrability concerning a grievance, the arbitrator shall render a decision on said question prior to hearing the merits of the grievance.

Prior to the arbitration hearing, either party may request that the matter be sent to mediation. Mediation shall be conducted as soon as practicable and be under the supervision of the California State Mediation and Conciliation Service.

Article 18: Union Rights

The Union shall have the following rights:

- 18.1 The right of access, at reasonable times, to areas in which employees work for the purpose of representing employees in grievance matters.
- 18.2 The right to use institutional bulletin boards and mail boxes, subject to reasonable regulation and provided that the Union shall not enter into mail boxes or bulletin boards any material or information which may be determined by the Board to be derogatory, demeaning, or defamatory to any employee, Board member, or the District.
- 18.3 The right to use District equipment and buildings under the provisions of the Civic Center Act at reasonable times ~ on the condition that such use shall not interfere with the instructional program or the normal work of the District.
- 18.4 The right to receive, upon request, one copy of any material that is available to the public or which relates to the wages, hours, and other conditions of employment of unit members, or any other material that is relevant to fulfilling the Union's duties and obligations under the E.E.R.A. Reasonable reimbursement costs for materials requested which are unrelated to wages, hours, and other terms and conditions of employment, shall be in accordance with existing board policy.
- 18.5 The right to reasonable paid release time for a reasonable number of representatives when meeting and negotiating and processing grievances. For purposes of this provision, "processing grievances" includes investigating a grievance. The Union shall designate its representatives on or before July 1 of each school year. Prior to leaving a work assignment, the Union representative shall notify his/her immediate supervisor of the need to use released time. The notification to the supervisor will be as far in advance of the intended use of the released time as is practicable. The supervisor will grant the representative time off from duty, unless to do so would adversely affect District operational needs. If the representative is visiting another work site, the representative will check in first with the appropriate site administrator. The site administrator will permit access to the premises unless the administrator determines that to do so would constitute a material disruption in operations.
- 18.6 The right to use twenty-four (24) hours of vacation time per year for the purpose of attending Union workshops, training programs, or conferences, subject to reasonable advance notice (i.e., at least five work days). The District may deny such use when the continuation of services provided by the affected employee is necessary and the District is unable to find a suitable replacement after making a reasonable effort to do so.
- 18.7 New unit employees shall be given an SEIU Local 99 supplied membership packet along with the steward's name and phone number. Within five (5) days of a new employee being hired,

his or her name, address, phone number, hire date, work email, assignment location, and classification shall be given to the SEIU Local 99 office. At no time shall any PVSD manager, supervisor, or agent advise or give new employees their opinion on the union.

- 18.8 New Employee Orientation means the onboarding process of newly hired unit members, whether in person, online, or through other means or mediums in which employees are advised of their employment status, rights, benefits, duties and responsibilities or any other employment related matters. The District shall provide SEIU mandatory access to its new unit member orientation(s). SEIU shall receive the opportunity to orient new unit members within thirty (30) days of the hire or start date unless mutually agreed upon by the parties. In the event the District conducts a group orientation, SEIU shall have one (1) hour to conduct a SEIU orientation session. If the District holds one-on-one orientations SEIU shall have one (1) hour to conduct a SEIU orientation session.

Article 19: Management Rights

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California and of the United States, including, but without limiting the generality of the foregoing, the right:

- 19.1 To the executive management, organization, and administrative control of the District and its properties and facilities and the activities of its employees.
- 19.2 To direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services, including contracting out and transferring work out of the unit.

The District recognizes that the Union and its members are concerned about the issue of contracting out and transferring work out of the unit. Usually such decisions will be the result of a need for expertise, existing staff is incapable of doing the work or is otherwise fully engaged in other needed work, or the District desires to have the work performed or the service provided in a different manner.

- 19.3 To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline (including dismissal), promotion, assignment, and transfer.
- 19.4 To establish educational policies, goals, and objectives; to ensure the rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required.
- 19.5 To build, move, or modify facilities; establish budget priorities, procedures, and allocations; to determine the methods of raising revenue.
- 19.6 To take such action as the District deems appropriate in the event of an emergency.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States. This provision is not subject to the grievance procedure (Article 17).

Article 20: Savings Provision

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Article 21: Concerted Activities

21.1 No Strike Provision

- a. It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Union or by its officers, agents, or unit members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- b. In the event of a work action, as described above, the Union agrees to take all necessary steps in good faith to cause those persons to cease such action.

21.2 No Lockout Provision

The District agrees that it will not engage in or authorize any lockout of employees for the duration of this Agreement.

21.3 Term

This Article shall remain in effect until agreement is reached between the parties on a successor contract or the parties in good faith exhaust the statutory impasse procedures, as provided under the E.E.R.A., whichever occurs first.

Article 22: Labor Management Committee

The parties agree to establish a labor management committee to consider matters relating to employee working conditions, including, but not limited to workload and work assignments and conflict resolution. The committee shall be composed of up to three representatives designated by the union and up to three representatives designated by the District. The committee shall meet quarterly or on an as-needed basis. Operating procedures and other matters not set forth herein shall be determined by the committee members.

Article 23: Conclusiveness of Agreement

- 23.1 During the term of the Agreement, both the Union and the District expressly waive and relinquish the right to meet and negotiate and each agrees that the other party shall not be obligated to meet and negotiate with respect to any subject or matter even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Union at the time they met and negotiated on and executed this Agreement, and even though such subject(s) or matter(s) were proposed and later withdrawn.
- 23.2 The District and the Union agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Union will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Union.
- 23.3 The specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.
- 23.4 This Agreement constitutes the total and entire agreement between the parties and no verbal statements/understandings shall supersede any of its provisions.

Article 24: Term of Agreement

This Agreement shall be in full force and effect through June 30, 2020. After June 30, 2020, this Agreement shall continue in effect from year to year unless one of the parties notifies the other party by September 30, of its intent to modify the Agreement.

PLEASANT VALLEY SCHOOL DISTRICT:

Dr. Danielle Cortes, Superintendent

Chris Johnston, Assistant Superintendent, Business Services

EDUCATION WORKERS UNITED; SEIU LOCAL 99:

Manuél Rangél, Director of Union-Employer Relations; SEIU, Local 99

Mark Lopez, President, PVSD SEIU Local 99

APPENDIX A

PLEASANT VALLEY SCHOOL DISTRICT
EMPLOYEE POSITIONS REPRESENTED BY SEIU

Bus Driver
Bus Monitor
Custodian
Custodian/Grounds Maintenance Worker
Delivery Driver
Food Service Assistant
Food Service Worker
Food Service Coordinator
Grounds Equipment Operator
Grounds Maintenance Worker
Heating, Ventilation, and AC Technician/Electrician
Lead Bus Driver/Trainer
Lead Custodian
Lead Food Service Worker
Lead Maintenance/Operations
Maintenance Painter
Maintenance Worker
Mechanic
Sr. Maintenance Worker
Sr. Maintenance Worker II
Transportation Driver
Transportation Scheduler