

Tentative Agreement

Patterson Joint Unified School District and the California School Employees Association and its Patterson Chapter 174

May 12, 2026

12:00pm

Article 6 Hours and Overtime

6.1 WORKWEEK

- 6.1.1 The workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week.
- 6.1.2 This Article shall not restrict the District's extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, nor bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours.

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

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

6.4 INCREASE IN HOURS

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

6.5 LUNCH PERIODS: All employees covered by this Agreement shall be entitled to a duty-free lunch period after the employee has been on duty

for four (4) hours. The length of time for such lunch periods shall be between one-half to one hour as scheduled by the District for full-time employees at or about the midpoint of each work shift.

6.6 REST PERIODS

- 6.6.1 Employees who work six (6) hours to eight (8) hours per day shall be assigned two (2) fifteen-minute rest periods.
- 6.6.2 Rest periods shall be scheduled approximately at the half shift mid-point unless conditions for service require an earlier or later rest period.
- 6.6.3 Employees working fewer than six (6) hours per day shall be provided one or two paid rest periods that total a maximum of five (5) minutes per scheduled work hour.

6.7 OVERTIME

- 6.7.1 Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at the rate of pay equal to time and one-half (1 - 1/2) the regular rate of pay of the employee for all overtime worked.
- 6.7.2 Overtime is defined as any time worked in excess of eight (8) hours in any one day or on any one shift and in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. **Double time shall be paid for all hours worked exceeding twelve (12) hours in a day/shift.**
- 6.7.3 If the District should establish a workday of less than eight (8) hours but seven (7) hours or more, and a workweek of less than forty (40) hours but thirty-five (35) hours or more, all time worked in excess of the established workday and workweek shall be deemed to be overtime.
- 6.7.4 All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth and seventh day.
- 6.7.5 If the District requires an employee to work any holiday listed on Appendix C, the employee shall be compensated for any hours worked, at overtime pay (1 ½ times regular rate of pay) in addition to their normal holiday pay. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee.

6.8 COMPENSATORY TIME OFF

- 6.8.1 An employee shall have the option to accrue compensatory time off in lieu of cash compensation for overtime work with the

approval of his/her supervisor.

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

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

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

6.11 SUMMER SCHOOL ASSIGNMENT OR EXTENDED WORK YEAR

- 6.11.1 When work normally and customarily performed by employees is available to be performed at times other than during the regular September-June academic year, the work shall be offered to employees in the appropriate classification(s) as provided in this section.

- 6.11.2 Assignment of employees not regularly so assigned to serve during a summer recess period, shall be made, all qualifications being equal, in order of seniority.

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

employment bears to the number of hours assigned to the employee during the regular September-June academic year.

- 6.11.4 All hours assigned to an employee for a summer assignment shall be considered "hours in Paid Status" for the purpose of this Agreement.

6.12 HOURS IN PAID STATUS

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

6.13 YARD DUTY SUPERVISION

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

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

ARTICLE 7 PAY AND ALLOWANCES

7.1 REGULAR RATE OF PAY

- 7.1.1 The salary schedule for the ~~2025-2026~~ **2026-2027** school year shall reflect a ~~two percent (2%)~~ **three percent (3%)** ongoing increase to the ~~2024-2025~~ **2025-2026** salary schedule, effective July 1, ~~2025~~ **2026** based on trigger language below.

- ~~7.1.2 Triggered language: If the finalized state COLA is above 2% the 2025-2026 salary schedule will be increased up to 2.25% based on the final COLA percentage.~~

~~Note: The finalized COLA percentage is required to be approved~~

by the governor by June 30, 2025.

7.1.3—Classified staff who were active as of ~~July 1, 2024~~ **August 6, 2026** shall be provided a one time ~~bonus~~ **special compensation payment** equal to 2% of their current normal pay to be paid on ~~July 31, 2024~~ **August 31, 2026**.

This payment is not recurring, shall not be incorporated into the salary schedule and is provided in addition to compensation for the employee's normal annual assignment.

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

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

- 7.2 COMPENSATION UPON RATIFICATION OF AGREEMENT: Employees who have separated from District employment, for any reason other than retirement, prior to the ratification of yearly contract negotiations, will be excluded from compensation increases.
- 7.3 PAYCHECKS: All regular paychecks of employees shall be itemized to include all authorized deductions jointly agreed upon by CSEA and the District. All employees shall be paid once per month payable on the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.
- 7.4 PAYROLL ERRORS: Any payroll error shall be corrected, and an appropriate supplemental check issued within five (5) workdays following the determination that an error has occurred.
- 7.5 LOST CHECKS: Any paycheck for an employee which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced as soon as possible following the employee's request to the payroll department for replacement of the check.
- 7.6 PROMOTION: Any employee receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to insure not less than a four (4%) percent increase as a result of that promotion, except that the employee may be placed on the last step of the

appropriate range if that is the maximum allowable for that class.

7.7 COMPENSATION FOR AN EMPLOYEE WORKING OUT OF CLASSIFICATION

- 7.7.1 An employee shall not be required to perform duties not a part of his/her classification except as provided in this Section.
- 7.7.2 An employee assigned duties not a part of his/her classification shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification.
- 7.7.3 If assigned to duties normally performed by employees in a higher classification, the employee's rate of pay shall be moved to the appropriate range and step of the higher classification to insure not less than a four (4%) percent increase, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

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

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

7.10 Longevity shall be paid to all CSEA employees as a Special Compensation Stipend on a monthly basis based on the following schedule of completed consecutive years of service. Longevity shall be calculated as a fixed percentage of the employee's base salary step only and shall not be compounded upon other stipends or previous longevity tiers. Payment shall commence on the first day of the month following the completion of the required years of service.

<u>Years of Service</u>	<u>Longevity Stipend (% of Base Pay)</u>
<u>11 - 15 years:</u>	<u>5.00%</u>
<u>16 - 20 years:</u>	<u>10.30%</u>
<u>21 - 25 years:</u>	<u>15.80%</u>
<u>26 + years:</u>	<u>21.60%</u>

**[MOVED LONGEVITY LANGUAGE FROM SECTION 8 TO SECTION 7.10 AND
CORRECTED COMPOUNDING ISSUE- SANDI]**

7.11 STIPENDS

All employees in the CSEA bargaining unit who have attained an accredited certificate or degree shall be eligible for a Special Compensation stipend. These stipends shall be reported to CalPERS as Special Compensation under the category of Educational Incentive Pay.

An employee who has been approved for a certificate will be compensated with an annual stipend of \$300 while the certificate is valid to be paid in monthly installments.

- Accredited Certificate: An annual stipend of \$500, paid in equal monthly installments.
- AA or AS Degree: An annual stipend of \$812, paid in equal monthly installments.

All employees in the CSEA bargaining unit who have attained an accredited degree or specific professional certification shall be eligible for a Special Compensation stipend. These stipends shall be reported to CalPERS as Special Compensation under the category of Educational Incentive Pay.

- BA or BS Degree: An annual stipend of \$1,625, paid in equal monthly installments.
- Certified EMT: An annual stipend of \$1,625, paid in equal monthly installments, provided the certification remains valid and current.

All employees in the CSEA bargaining unit who have attained an accredited Master's Degree shall be eligible for a Special Compensation stipend. This stipend shall be reported to CalPERS as Special Compensation under the category of Educational Incentive Pay.

- Master's Degree: An annual stipend of \$3,249, paid in equal monthly installments.

Special Compensation Stipend Conditions

All Educational Incentive Pay stipends listed under this section are subject to the following compliance requirements:

1. Non-Cumulative (Non-Stacked): These stipends are not cumulative. An employee shall receive only the highest single stipend for which they qualify. (Example: An employee possessing both a Bachelor's and a Master's degree shall receive only the Master's degree stipend).
2. Application and Verification: To qualify for a stipend, the employee must submit a formal District Stipend Application and provide official transcripts or certifications from an accredited institution.

3. Automatic Adjustments: Stipend amounts shall be adjusted by the same percentage as any negotiated across-the-board increase to the base salary schedule to maintain proportional value.
4. PERS Reporting: These stipends shall be reported to CalPERS as Special Compensation under the category of Educational Incentive Pay.

7.12 Salary Schedule Advancement (Units/Degrees)

For any advancement on the salary schedule based on academic units or degrees (Payrate):

- Deadline: Necessary units must be satisfactorily completed and recorded with the District on or before June 30th of the preceding school year to trigger salary advancement effective July 1st.
- Documentation: Unofficial transcripts may be submitted for initial processing; however, official transcripts must be filed with the District no later than November 1st. Failure to provide official documentation by this date may result in a reversal of the salary advancement and a recoupment of overpayment.

(moved to 9.6 with other units earned)

Article 8 Longevity

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

NOTE: Move article 8 to 7 w/ compensation and pay

ARTICLE 9 PROFESSIONAL GROWTH

9.1 PROFESSIONAL GROWTH OVERVIEW

9.1.1 The District's **Professional Growth** program for Professional Growth is designed to be a tool to assist a **provide** classified employees **with standardized opportunities to enhance** improve his/her **job** performance in his/her **within their current** assignment or prepare for **career** advancement **within the District**; therefore, Professional Growth should be a part of an overall plan for career improvement. **This program is intended to foster an overall plan for professional development and career improvement.** Employees may be eligible for two professional growth opportunities during the course of their employment.

9.1.2 Eligibility: Each employee in the CSEA bargaining unit may be eligible to complete a maximum of two (2) professional growth opportunities during the total course of their employment with the District

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

9.2.1 **Prior Authorization: To ensure eligibility for professional growth credits or stipends, unit members must obtain written approval from the Superintendent, or their designee, prior to official registration in any course, workshop, or seminar.**

9.2.2 **Approval Criteria: Approval shall be based on the course's relevance to the employee's current job classification or its role in a documented career advancement plan within the District.**

9.3 **METHOD OF EARNING PROFESSIONAL GROWTH CREDITS**

9.3.1 **Approved Institutions: Professional growth coursework** The course work may be **completed** ~~taken through at a~~ **accredited** colleges, **community** junior colleges, adult schools, **or** approved trade/**vocational** schools, T.V. course, approved correspondence schools or any combination thereof. **Applicable learning formats include** workshops, online courses, institutes, lectures, and **professional** seminars are applicable.

9.3.2 **Verification of Completion:** Upon completion of the coursework **or training, the employee must submit** an official transcript or ~~other~~ official **certificate** verification of completion of the course or workshop shall be submitted to the Superintendent, or his/her designee, for approval.

9.3.3 **Alternative Documentation: In instances** where **formal transcripts or letter** grades **are not issued** or transcripts of credits are not provided (e.g., **specific workshops or seminars**) the employee **shall** will **provide a written description of the course content and it's direct relevance to their job assignment to** the Superintendent, or his/her designee, in writing, a detailed description of the course, and its value to the

employee in his/her assignment, in order for . The District **shall** to evaluate the **documentation program and judge request for credit to determine the appropriate credit award.**

9.3.4 All Professional Growth credits shall be recorded in semester units. **To ensure standardized reporting.** College credit in terms of ~~Quarter~~ units shall be converted into semester units at the ratio of one quarter unit to ~~equal to~~ two-thirds of ~~a one~~ semester unit.

9.3.5 ~~Credits will be granted Ffor professional growth on courses of programs where~~ **no units are assigned, credits will be** grades are given based on the chart below. These professional growth opportunities include, but are not limited to, adult education, seminars, lectures, institutes, in-services, workshops, and certificate granting schools where no grades are given.

HOURS	SEMESTER UNITS
4 - 8	.25
9 - 14	.5
15 - 19	1.0
20 - 29	1.5
30 - 39	2.0
40 - 49	2.5
50+	3.0

9.3.6 ~~A grade of "C" or better is required for all units.~~ **Minimum Grade Requirement: To be eligible for professional growth credit or stipends, a grade of "C" or better (or "Pass/Credit" in P/NP courses) is required.**

9.3.7 **Professional growth coursework should typically be taken outside of the employee's regular work hours. However,** classes may be taken at the end of the workday, provided the employee's immediate supervisor approves a change of work schedule for the employee.

9.4 **COMPENSATION FOR PROFESSIONAL GROWTH**

9.4.1 **Upon successful completion of the** ~~An employee who has completed the Professional Growth program,~~ **an eligible employee's base** ~~shall have his/her salary~~ **shall be** increased by five (5%) percent

By the following schedule:

Professional Growth	Professional Growth Stipend (% of base pay)
1	5.00%
2	10.30%

~~per year in addition to increases that may occur in the normal course of events if the following conditions have been met.~~ **This increase is an advancement to the employee's payrate and is in addition to any negotiated across-the-board salary increases.**

9.4.2 **Eligibility Criteria: To qualify for this five percent (5%) salary advancement, the employee must meet the following requirements:**

- i. Completed a total of nine (9) approved semester units (or quarter unit equivalent).
- ii. ~~of career related courses and/or academic courses with a~~ A minimum of three (3) of the nine units of must be academic coursework from an accredited college or university. The remaining units must be career-related and approved by the District.
- iii. ~~The employee must have received a "Satisfactory" or higher rating on their most recent performance evaluation.~~

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

9.5.1 **Cancelled Courses:** In the event an approved course is cancelled by the institution (e.g., "dropped" or "does not make"), the employee shall not forfeit their eligibility or progress toward Professional Growth requirements.

9.5.2 **Course Substitution:** The employee shall be permitted to substitute the cancelled course with another approved course. To maintain the audit trail for PERS and District records, the employee must submit a revised application for the substitute course to the Superintendent, or their designee, for expedited approval.

9.6 **For any advancement on the salary schedule based on academic units or degrees:**

- **Deadline:** Necessary units must be satisfactorily completed and recorded with the District on or before June 30th of the preceding school year to trigger salary advancement effective July 1st.
- **Documentation:** Unofficial transcripts may be submitted for initial processing; however, official transcripts must be filed with the District no later than November 1st. Failure to provide official documentation by this date may result in a reversal of the salary advancement and a recoupment of overpayment.

9.7 Extra Pay for Certificates and Degrees: (Note moved to Article 7)

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

- ~~• The certificate was related to the employee's job duties.~~
- ~~• The degree was current and awarded by an accredited school or college.~~
- ~~• The certificate/degree was not a requirement of the employee's current job description.~~
- ~~• The certificate/degree required the employee to invest a significant amount of time to obtain without incurring cost to the district.~~

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

~~9.6.3 An Employee who has been approved for a stipend with an AA or AS Degree will be compensated with an annual stipend of an amount that is one-quarter ($\frac{1}{4}$) of the Master's Degree Stipend, based upon PAT's Masters Stipend, which is \$3241 for 2025-2026 to be paid in monthly installments.-~~

~~9.6.4 An employee who has been approved for a stipend with a Bachelor's Degree will be compensated with a annual stipend of one half ($\frac{1}{2}$) of the Master's Degree Stipend, based upon PAT's Masters Stipend, which is \$3,241 for 2025-2026 to be paid in monthly installments; note that this stipend is not stacked with the AA or AS Degree stipend. Certified EMT's shall receive an annual stipend equal to the BA/BS Stipend while the certificate is valid, to be paid in monthly installments.-~~

~~9.6.5 An employee who has been approved for a stipend with a Master's Degree will be compensated with an annual stipend equal to the PAT's Master Stipend, which is \$3241 for 2025-2026 to be paid in monthly installments; note that this stipend is not stacked with the AA/AS or BS Degree stipend.-~~

ARTICLE 14
PROMOTION, TRANSFER, AND VOLUNTARY DEMOTION

- 14.1 **POSTING OF NOTICE:** Vacancy notices shall be posted within the District for five (5) days. All transfers and promotional opportunities shall be completed prior to advertising the position outside the District. Notice of all job vacancies shall be advertised through district email.
- 14.2 **DISTRIBUTION OF JOB INFORMATION:** Upon notification of initial employment and prior to any change in classification, each affected employee shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his or her position, a statement of the duties of the position, and a statement of his/her regular work site, regularly assigned work shift, the hours per day, days per week and months per year.
- 14.3 **NOTICE CONTENTS:** The job vacancy notice shall include the deadline to apply for the position, the job classification (commonly referred to as the job title) and the number of hours associated with the position. It should also include a link to the posting containing the job description associated with the position which will outline the duties, the minimum qualifications required for the position, the salary range, etc.
- 14.4 **FILING:** Any employee may file for the vacancy by submitting written notice completing a district classified letter of intent form with the District's Personnel Office within the filing period. The classified letter of intent form must be accompanied with a resume for any promotion with the district. Any employee absent for any reason may authorize, in writing, his/her Job Steward to file on the employee's behalf.
- 14.5 **FIRST CONSIDERATION:** Per education code 45298, when a position becomes vacant the District shall recall all qualified members on the 39-month layoff rehire list prior to posting or completing Requests for Transfer and Promotions.
- 14.6 **TRANSFER**
- 14.6.1 A transfer occurs when a permanent employee changes positions to a new site but remains in the same job classification for the same, or fewer, number of hours. District-wide employees, as noted in 14.6.6, and Probationary employees with the district are not eligible for transfers.
- ~~14.6.2 **SELECTION OF APPLICANT:** Members who desire a transfer in the upcoming school year shall file requests on a "Request for Transfer Form" with the District Office between May 1 and May 30 each school year. These requests would be for preferred work sites for the same, or fewer, number of hours which may become vacant during July 1 and June 30 of the following school year. The "Request for Transfer Form" will be sent from the District Office via email and can be turned in electronically or at the District Office care of the Assistant Superintendent of Human Resources.~~
- 14.6.3 When District management determines a position is vacant, these transfer requests shall be considered first before posting the vacancy. Employees hoping to transfer should complete their form regardless of the current internal vacancies as openings could occur throughout the year. All transfer requests will remain confidential.

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

14.7 PROMOTION

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

- f. Training
- g. Successful class training/workshops in related work areas
- h. District approved professional growth activities

- 14.7.3 After the interview process, if only one internal applicant meets minimum district standards for the promotion, that employee shall be offered the position. After the interview process, if more than one internal applicant meets minimum district standards for the promotion, employees with permanent status will be offered the position before probationary employees.
- 14.7.4 PERMANENT PROBATIONARY EMPLOYEES: When an employee has permanent status and is promoted, he/she will be considered probationary in his/her new classification and shall follow the evaluation timelines for probationary employees noted in Article 5 Employee Evaluations. During the probationary period in the new assignment, the employee retains his/her permanent status in the previous permanent position, and if the employee is released from the new position during the probationary period, the employee shall be returned to the classification from which he/she was promoted.
- 14.7.5 SALARY PLACEMENT: When an employee is promoted, he/she shall be assigned to the step in the new range which gives him/her an increment of at least four percent (4%) above his/her present salary within the current salary schedule except that the employee may be placed on the last step on the appropriate range if that is the maximum allowable for that class. Such placement may result in less than four percent (4%) raise.

14.8 INCREASING HOURS WITHIN THE JOB CLASSIFICATION

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

14.9 VOLUNTARY DEMOTION

- 14.9.1 A voluntary demotion occurs when an employee chooses to change job classifications and the new job classification is at a pay range less than the employee's current pay range. **A voluntary demotion may occur at the request of an employee, if a vacancy exists, and with agreement between CSEA and the District. Otherwise the employee must follow Article 14.7 and interview for the position.**
- ~~14.9.2 SELECTION OF APPLICANT: Selection shall follow the promotion language as noted outlined in 14.7.~~
- 14.9.3 COMPENSATION: Members selected for a voluntary demotion shall maintain their step at the pay range of the new position.

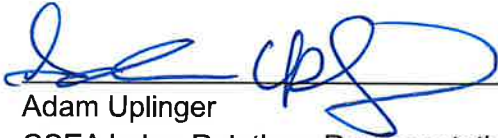
- 14.10 any TEMPORARY REASSIGNMENTS - MILEAGE COMPENSATION: The District shall compensate employee, at the regular mileage reimbursement rate, who is assigned to a temporary work site which exceeds his/her normal home to regular work site mileage by five (5) miles or more.



Adrian Patterson, CSEA
Chapter President,
Patterson Chapter #174



Dave Smith *Director of Administrative Services*
~~Superintendent Human Resources~~
Patterson Joint Unified School District



Adam Uplinger
CSEA Labor Relations Representative



Sandra Madera
CBO
Patterson Joint Unified School District