

Agreement between the

Junction Elementary School District

and

General Teamsters Local 137
Classified Employees Unit

July 1, 2024-June 30,2026

Updated 1/26/2026

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ARTICLE 1 - AGREEMENT

The Articles and provisions contained herein constitute a bilateral binding agreement ("Agreement") by and between the Governing Board of the Junction School District ("District") and General Teamsters Local 137 ("Union"), the exclusive bargaining representative.

ARTICLE 2 - RECOGNITION

The District confirms its recognition of the Union as the exclusive representative of all regular classified employees with permanent and probationary status, excluding all certificated employees; all temporary, short term and substitute classified employees, all classified management, confidential and supervisory employees.

ARTICLE 3 - MANAGEMENT RIGHTS AND DISTRICT POWERS

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization, direct the work of its employees; determine the times and hours of operation, determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives, insure the rights and educational opportunities of students, determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation, determine the methods of raising revenue and take action on any matter in the event of an emergency.

In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 4 - ORGANIZATIONAL SECURITY AND PAYROLL DEDUCTIONS

4.1 The District shall provide to the Union the name, job title, department, worksite, home and personal cell phone numbers, personal email address, and home address for any newly hired employee within 30 days of hire. The District shall also provide that same information for all

employees in the bargaining unit every 120 days. The District will include a flyer, provided by the Union, in the new hire packet. The Union shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the District.

4.1.1 Orientation of newly hired staff may take place during PLC time, Minimum Days, or staff meetings.

4.2 Dues Deduction

4.2.1 The Union shall immediately notify the District of any member who joins the Union and authorizes dues deduction. The District shall deduct in accordance with the union dues submitted to the District business office each year, dues from the wages of all employees who are members of the Union and submit to the District a dues authorization form.

4.2.2 The Union will notify the District of any member who revokes a dues authorization.

4.3 Working Non-Member

Any unit employee who elects to not pay monthly Union dues as set forth above and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

4.4 The Union shall indemnify and hold the District, the Board of Trustees, individual Board members and individual administrators harmless and defend any and all claims, demands or suits or any other action arising from the organizational security provisions contained herein.

4.5 The District shall allow the Union reasonable use of the facilities as needed by the Union. It is understood that the use of facilities and equipment may not interfere with the day-to-day flow of work. The Union shall give advance notice of such usage.

4.6 The Union may use school email, mailboxes and reasonable bulletin board space, subject to the following conditions:

4.6.1 All posting for bulletin boards or items for school mailboxes must contain the date of posting and the identification of the organization.

4.7 Subject to the approval of the Superintendent, the District shall allow thirty (30) minutes of paid time for the purpose of meeting with the District. The District will allow reasonable unpaid flextime for the purpose of union meetings.

4.8 The District shall provide reasonable paid release time for all unit members to attend any Union meeting called for the purpose of considering ratification of a proposed collective bargaining Agreement.

Violation(s) of Article 4 shall be subject to the grievance procedure outlined in Article 5.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 Definitions

5.1.1 A grievance is a complaint by an employee, group of employees, or the Union of an alleged violation, or misapplication of the expressed written terms and conditions of this Agreement.

5.1.2 An "aggrieved person" is the person or persons, including the Union or representative thereof, making the claim.

5.1.3 A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

5.2 Purpose

5.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of bargaining unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

5.2.2 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Union,

provided that the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given an opportunity to be present at such adjustment and to state its views.

5.2.3 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 reasonable effort should be made to expedite the process. The time limits may, however, be extended by mutual consent.

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

5.3 Procedure

5.3.1 Processing

5.3.1.1 After trying to resolve a grievance at an informal level, a formal grievance shall be initiated in writing, on an approved form, and shall be filed with the immediate supervisor, on the form contained in Appendix "B."

5.3.1.2 A grievance filed which is not in accordance with the above requirement may be returned with a written statement to the grievant for proper completion.

5.3.1.3 The District shall provide the Union with a copy of the grievance, the decisions rendered up to and including *Formal Level 1*.

5.3.1.4 In processing grievances, the parties will make a good faith effort to avoid interruption of classroom activities and District operations and any unnecessary involvement of students in all phases of a grievance procedure.

5.4 Steps

5.4.1 *Informal, Level 1*

The grievant should first discuss the grievance with the immediate supervisor with the objective of resolving the matter informally. This should occur within ten (10) days of the alleged grievable occurrence or action and/or the grievant's knowledge of the act, events, or omissions.

5.4.2 *Formal, Level 1*

If the grievant is not satisfied with the informal level disposition of the grievance, he/she may communicate the grievance in writing to the immediate supervisor within ten (10) days of the informal meeting. The immediate supervisor shall make a written decision with a copy sent to the grievant within ten (10) days of receipt of the written grievance.

5.4.3 *Formal, Level 2*

If the grievant is not satisfied with the decision of the immediate supervisor, he/she may appeal to the Superintendent in writing within ten (10) days of receipt of the decision. The appeal shall include a copy of the original grievance, the decision rendered and a statement of the reasons for the appeal. The Superintendent shall make a written decision with a copy sent to the grievant within ten (10) days of receipt of the written grievance.

5.4.4 *Formal, Level 3*

If the grievant is not satisfied with the decision of the Superintendent, he/she may appeal to the Board in writing within ten (10) days of receipt of the decision. The appeal shall include a copy of the original grievance, the decision rendered at Level 1 & 2 and a statement of the reasons for the appeal. Appeals to the Board shall be heard by the Board within ten (10) days of their receipt of the appeal. Within five (5) days of the hearing, a written decision will be sent to the grievant, with a copy to the Union.

5.4.5 *Formal, Level 4*

If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, or if no written decision has been rendered within ten (10) days after he/she has first met with the Board, he/she may, within ten (10) days after a decision by the Board, request in writing that the Union submit the grievance to arbitration. The Union, by written notice to the Board within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration. If any question arises as to arbitrability of the grievance, such question will be ruled upon by the arbitrator.

5.5 Arbitration

5.5.1 The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Union's submission of the grievance to arbitration, submission of the grievance shall be made to the American Arbitration Assoc. In any event, the parties will then be bound by the rules and procedures of the American Arbitration Union in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Union.

5.5.2 The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues 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 violative of the terms of this Agreement. The arbitrator shall have no power to establish salary structures or change any salary with the exception of a salary placement recommendation other than initial placement.

The arbitrator shall have no power to recommend or resolve, a) the termination of services of or failure to reemploy any probationary bargaining unit member, b) any claim or complaint for which there is another remedial procedure or course established by law, or c) the content of an employee evaluation. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Union and will be final and binding upon the parties of this Agreement. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room will be borne equally by the Board and the Union. All other costs will be borne by the party incurring them. Concerning transcripts, the cost shall be equally borne by the parties if the transcript is requested by the arbitrator or both parties. If a copy of the transcript is requested by only one party, that party shall incur the expense.

5.6 Rights to Representation

5.6.1 No reprisals of any kind will be taken by the Superintendent or designee or by any member representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Union, or any other participant in the grievance procedure by reason of such participation.

5.6.2 A grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected by the Union. If a grievant is not represented by the Union or its representative, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

5.7 Miscellaneous

5.7.1 When it is necessary for a representative designated by the Union to attend a grievance meeting or hearing during the day, s/he will, upon notice to the Superintendent or designee, by the Representative of the Union, be released without loss of pay in order to permit participating in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearing as a witness will be accorded the same right.

5.7.2 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

5.7.3 At any step, by mutual consent, the parties may enlist the State Mediation Service to assist in resolving the grievance.

ARTICLE 6 - HOURS OF EMPLOYMENT AND OVERTIME COMPENSATION

6.1 Workweek and Workday

6.1.1 Full-time employment within this representative unit consists of a forty (40) hour workweek rendered in units of eight (8) hours. The regular workweek shall consist of up to five (5) consecutive workdays for all employees rendering service averaging four (4) hours or more per day during the workweek.

6.1.2 The regular minimum workday, workweek, and work year for all unit members shall be established and fixed by the District. The District shall give one (1) week notice for all/any schedule changes, except in the case of emergency staffing.

6.1.3 The District retains the right to extend the regular workday or workweek of employees when it deems it necessary to carry out the District's business.

6.1.4 A part-time unit member, who is assigned to work a minimum of thirty (30) minutes per day in excess of his/her regular assignment for a period of twenty (20) consecutive working days or more, shall have the basic assignment changed to reflect the longer hours for the purposes of benefit pro-ration. A part-time unit member who is temporarily assigned increased hours shall not gain the right to continue the increased hours after the termination by the District of such temporary assignment.

6.1.5 Extra assignments shall be equally distributed among employees classified as Bus Driver, Maintenance and Custodian who possess the required skills for the assignment.

6.2 Meal Period

A non-compensated meal period of between thirty (30) and sixty (60) minutes shall be provided to all unit members who render service of at least six (6) consecutive hours. The length of the meal period shall be determined by the supervisor. The supervisor shall assign the meal period to be taken as soon after the conclusion of four (4) hours of service as possible.

6.3 Rest Period

A ten (10) minute compensated rest period shall be provided members of the unit for each three and one-half (3 ½) hour period of service. The rest period shall be taken at the direction of the supervisor at or near the midpoint of each three and one-half (3 ½) hour period of service.

6.4 Overtime Compensation

6.4.1 Overtime compensation shall be provided to unit members who are directed and authorized by the immediate supervisor to work in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any workweek.

With District approval, employees may voluntarily agree to amend their work week to work in excess of (8) hours, but not more than 10 hours in any one day within a (40) hour work week. Time worked in excess of forty (40) hours per week or more than ten (10) hours per day shall be considered overtime and shall be paid at the rate of one and one-half (1 ½) their regular rate.

6.4.2 Unit members directed and authorized by the immediate supervisor and who provide service to the District for five (5) consecutive workdays averaging four (4) hours or more per day shall be provided overtime compensation on the sixth (6^{th}) and seventh (7^{th}) day following the commencement of the workweek.

6.4.3 Unit members directed and authorized by the immediate supervisor and whose average workday is less than four (4) hours shall be provided overtime compensation on the (7^{th}) day following commencement of the workweek.

6.4.4 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. All time during which a unit member is directed and authorized by the immediate supervisor to be on duty and to perform service shall also be considered as time worked.

6.4.5 For authorized overtime worked, an employee shall be compensated equal to time and one-half of the employee's regular rate of pay, or at the option of the District, shall receive compensatory time off at a rate equal to time and one-half of employee's regular rate of pay. Employees authorized by the District to take compensatory time off in lieu of cash compensation for authorized overtime shall take the compensatory time off, as approved by the District,

within six (6) calendar months following the month the overtime service was rendered. If the employee is unable to take the time, or if the District rejects an employee's request for compensatory time, the unit member shall be compensated in a form of pay set herein. However, the District at its sole discretion may authorize the use of compensatory time off in excess of the six (6) calendar month limitation.

6.4.6 The intent of the parties is to provide total compensation or compensatory time off of one and one-half times the regular rate of pay and to avoid "pyramiding" overtime worked.

6.5 Emergency School Closure

In the event school is closed on a regularly scheduled school day due to inclement weather or other reasons such as a power failure, the following provisions shall be observed:

6.5.1 Employees who are excused from work by the immediate supervisor after the commencement of the workday shall be paid their regular rate of pay.

6.5.2 Employees who are notified of school closure by an announcement via email, robocall, media or other medium prior to commencement of the workday the school is closed shall:

a. 12 Month Employees: The employee shall report for work, unless instructed by their supervisor. The workday may be charged to available Personal Necessity Leave or vacation, at the employee's option.

b. School Day Employees: Observe an alternate workday later in the year, as designated by the District. The workday missed due to the school closure shall be treated as a day without pay.

6.6 Advanced Placement Notification

Instructional Aides shall be notified by the District as soon as practicable before the start of each school year of where they will be placed for that year.

6.6.1 Aides shall be notified of which teacher(s) they will work with and for what hours.

6.6.2 It is agreed and understood that such assignments may be changed by the District during the school year as necessary for the best interests of the educational program.

6.7 Call Back

Unit members assigned by the immediate supervisor to return to work after normal working hours shall receive at least two (2) hours of pay at the appropriate rate. This provision shall not apply to any employee who is assigned, prior to leaving work, to work beyond the normal workday.

ARTICLE 7 - LEAVES

7.1 General Provisions

7.1.1 A leave of absence is an authorization for a regular classified employee to be absent from active duty, for a specific period of time, and for an approved purpose. A leave guarantees the unit member the right to District employment upon the expiration of the leave, provided the unit member would otherwise have retained District employment. It shall be the responsibility of the unit member to meet all notification and return-to-service dates if he/she wishes to retain employment with the District.

7.1.2 A condition of each leave of absence is that any license or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.

7.1.3 Unit members on a paid leave of absence shall, unless otherwise provided herein, continue to receive their regular contract wages, fringe benefits, and retirement service credit. Those who go on an unpaid leave of absence shall continue to receive their health and welfare coverage for the balance of the monthly pay period in which the leave commences. The unit member shall receive no wages, fringe benefits, salary step credit, longevity bonus credit or retirement credit for the duration of the unpaid leave.

7.1.4 With respect to those leaves that are discretionary (i.e., which expressly state that they are discretionary, or which use the term, "may be granted"), the District retains sole discretion as to whether to grant or deny same.

7.1.5 A unit member returning from a short-term absence must notify his/her supervisor before 3:00 p.m. of the day preceding the day of intended return. One who fails to do so shall be charged with one additional day of absence, assuming that the District has hired a substitute for the day.

7.1.6 A part-time regular employee shall be entitled to pro-rated leaves in the same ratio as his/her hours of work bears to the number of hours worked by a full-time employee in a comparable position.

7.1.7 "Member of the immediate family" as used herein means the parent (biological, adoptive or foster parent, step parent or legal guardian of an employee of the employee's spouse or registered domestic partner, or in loco parentis when employee was a minor), grandmother, or grandfather of the unit member or the spouse of the unit member, and spouse, grandchild, child (biological, adopted, foster child, step child, legal ward, employee stands in loco parentis), brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, or any relative residing in the immediate household of the unit member.

7.2 Bereavement Leave

Unit members shall be entitled to a maximum of (5) five days leave of absence without loss of salary or sick leave, for the death of any member of his/her immediate family. Bereavement leave need not be taken in consecutive days but must be used up within three months of the date of death of the immediate family member. Bereavement leave is deducted in full workday increments regardless of the hours taken.

Member of the "immediate family" is defined as:

Parent (biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or in loco parentis when employee was a minor)

Grandmother, grandfather, or grandchild of the employee or of the spouse of the employee

Child (biological, adopted, foster child, stepchild, legal ward, employee stands in loco parentis)

Son-in-law or daughter-in-law

Brother, sister, aunt, uncle, niece or nephew of the employee or of the spouse of the employee.

Any person residing in the immediate household of the employee. Unit member may also use up to (7) seven days of unused Personal Necessity from their accumulated sick leave balance for death of a member of the immediate family when additional leave is required (Article 7.7.1)

7.3 Leave for Jury Duty

7.3.1 The District agrees to grant unit members regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly assigned working hours.

7.3.2 Employees, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the Court.

7.3.3 The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for jury duty, less meals, travel, and parking allowances.

7.3.4 Employees are required to return to work during any day or portion whereof in which jury duty services are not required except in cases where the employee has completed the same number of hours in jury duty as he/she is regularly assigned to work. The employee will only be required to work the number of hours as required in combination with jury duty hours to complete a regularly assigned work day (i.e., an 8-hour employee is required to complete a combination of 8-hours service between jury duty and work; a 4-hour employee is required to complete a combination of 4-hours service between jury duty and work). The District may require

verification of jury duty time prior to or subsequent to providing jury duty compensation.

7.4 Personal Illness or Injury

7.4.1 Unit members employed by the District five (5) days per week with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury, including the illness of a member of the immediate family, exclusive of days they are not required to render service. Day, as used in this article, means the employee's regularly assigned workday, exclusive of overtime.

7.4.2 Unit members employed less than (5) days a week and/or less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months and/or number of days a week they are employed bear to twelve (12) months.

7.4.3 Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the employee's assigned work year. Probationary employees of the District shall not be eligible to take more than six days, or the proportionate amount to which they may be eligible under paragraphs 1 and 2.

7.4.3.1 If a unit member terminates employment and has been granted sick leave, which was not yet earned, the District shall deduct the full amount of salary, which was paid for such unearned days from the severance check.

7.4.4 If a unit member does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.

7.4.5 Unit members requesting paid illness or injury leave may be required to submit medical statements if the employee has to be absent for three (3) or more consecutive days. Unit members absent due to serious illness or injury may be required to submit a medical statement prior to return to work.

7.4.6 Unit members absent due to illness or injury must notify the District as soon as possible.

7.4.7 Reduced Absence Incentive: Effective July 1, 2024, the District will compensate $90.00 per day annually of unused granted sick leave (granted per Ed Code 45191), to be paid in June of each year. To qualify for the incentive, the unit member must have used less than 50% of their available granted leave. The unit member will retain the amount of sick leave not used and the amount shall be accumulated from year to year.

7.4.8 Catastrophic Leave Program 4161.9: The Governing Board recognizes that district employees may desire to assist other employees who have an urgent need for a leave of absence but do not have sufficient accrued leave to cover their absence. The Superintendent or designee shall establish a catastrophic leave program by which employees may donate accrued vacation and/or sick leave credits, which shall be placed into a pool for use by eligible employees.

Donations made under the catastrophic leave program shall be strictly voluntary.

The district's policy and procedures regarding catastrophic leave shall be included in the employee handbook. The Superintendent or designee may notify employees annually, or more frequently if the need arises, of the process for donating leave for this purpose.

An employee may apply to use donated leave credits in accordance with the accompanying administrative regulation when he/she has exhausted all applicable paid leaves of absence and a catastrophic illness or injury incapacitates the employee or a member of his/her family for an extended period of time. (Education Code 44043.5)

7.5 Leave for Pregnancy Disability

7.5.1 Unit members who are in paid status preceding medically verified pregnancy disability and who return to active employment with the District immediately following the conclusion of (release from) pregnancy disability following childbirth or miscarriage, shall be eligible to receive compensation at their regular rate of pay charged against Sick Leave for the work days missed during the period of disability.

7.5.2 Not later than the sixth month of pregnancy the unit member shall provide the District with a written statement from the attending physician attesting to her ability to continue performing the full schedule of duties and responsibilities and indicating the estimated date of birth. The District may require her to submit additional statements from her physician, if necessary. The unit member shall be permitted to continue on active duty until such a date as she and her physician determine that she must absent herself from duty because of disability resulting from pregnancy, provided she can and does continue to perform the full duties and responsibilities of her position.

7.5.3 Prior to return to duty it will be necessary to have her physician verify the actual beginning and ending date of the disability. She must also secure her physician's release to active duty.

7.5.4 Use of Personal Illness and Injury Leave for pregnancy disability shall be in accordance with Section 7.4.

7.6 Worker's Compensation/Industrial Accident and Illness Leave

7.6.1 Unit members who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days' paid leave in any one fiscal year. Industrial Accident or Illness Leave will commence on the first day of absence.

7.6.2 Payment for wages lost on any day shall not, when added to an award granted under the Worker's Compensation laws of this state, exceed the normal wage for the day. Industrial Accident and Illness Leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under the worker's compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.

7.6.3 Employees shall be required to serve or have served the District in a paid status continuously for a period of six (6) months to be eligible for Industrial Injury and Illness Leave.

7.6.4 Industrial Accident or Illness Leave is to be used in lieu of normal Sick Leave benefits. When entitlement to Industrial Accident or Illness Leave under this section has been exhausted, entitlement to other Sick Leave, vacation or other paid leave will be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to Worker's Compensation Award, provides for a day's pay at the regular rate of pay. Any time an employee on industrial accident or illness leave is able to return to work, the employee may be reinstated in a position in the same class without loss of status or benefits.

7.7 Personal Necessity Leave

7.7.1 A maximum of seven (7) days of absence earned pursuant to Section 7.4 may be used by the employee, at his/her election:

a. A unit member may use these days at his/her election in cases of personal necessity.

b. If such day(s) is(are) adjacent to a holiday break, the following must occur:

1. Leave requests must be submitted at least 10 days prior to said days of leave.

2. Maximum of two employees may utilize this day

c. Not more than (2) consecutive days may be taken unless prior approval is granted by the Superintendent.

7.7.2 Employees shall not be required to give advance notice for leave taken for any of the following: death or serious illness of a member of the immediate family; accident involving the employee's person or property, or the person or property of his/her immediate family. An employee must submit a leave request at least 48 hours before taking all other Personal Necessity/Professional-Personally Compelling Leave.

7.8 In-Service Leave

7.8.1 Each unit member is entitled to one (1) paid in-service leave day per year to visit other schools for professional development.

7.8.2 Such leave is subject to the advance approval of the Superintendent or designee.

7.9 State Disability

The District will coordinate paid leave with State Disability in the same manner as 7.6.4, Industrial Accident or Illness Leave. The utilization of this Section will in no way extend the number of months a member shall be eligible for Health Insurance Coverage. Health Insurance Coverage eligibility will be calculated based on vacation leave, sick leave and FMLA eligibility excluding State Disability reimbursement. If an employee is deemed eligible for SDI, the employee is required to apply for SDI benefits.

7.10 Personal Leave

A unit member shall be entitled to two (2) days of leave per school year (non-accumulative) for personal leave. Such leave shall be without pay and may be used for personal, religious or any other non-recreational purpose, which the employee deems sufficiently important to absent himself/herself from duties, with the exception of recreation or concerted activity. The employee shall notify the Superintendent or designee at least twenty-four (24) hours in advance of taking such leave, unless an emergency makes such advance notification impossible.

7.11 Other Leave Without Pay

Unpaid leave may be approved at the discretion of the District specified under other leave provisions of this Agreement. Leaves of up to ten (10) working days may be approved by the Superintendent and shall not be setting past practice or precedent. Requests for leaves greater than ten (10) working days may be approved by the Governing Board of up to twelve (12) workweeks.

ARTICLE 8 - VACATION

8.1 Unit members shall accumulate vacation at the regular rate of pay earned at the time the vacation commences.

Less Than 12 Month Employees
Vacations shall be prorated for regular part-time employees based upon the number of hours of the regular assignment of the part-time employee as compared with the hours of a full-time employee. In lieu of receiving vacation days, 10- and 11-month employees shall receive payment in the form of a vacation factor percentage included in their monthly paycheck.

8.2 Beginning January 1, 2021, members of the bargaining unit shall earn vacation on an hourly basis in accordance with the following schedule:

8.2.1 From the first year through the fifth year of service, vacation shall be accrued at the rate of .03846 hours of vacation for each hour of paid service, not including overtime.

8.2.2 Commencing with the sixth year, vacation time shall be accrued at the rate of .05769 hours of vacation for each hour of paid service, not including overtime.

8.2.3 12 Month Employees
Except as otherwise provided in this Section, paid vacation shall be granted or paid out no later than the fiscal year immediately following the fiscal year that it is earned. Where desired by the employee and agreed to by the District, the paid vacation shall be granted in the fiscal year in which it is earned.

Years of Continuous Service	**Hours Per Year 261 x 8 hrs**	**Days Earned Per Year**	**Vacation Accrual Earned Per Hour Days x 8 / total hrs**
1st - 5th year	2088	10	0.03846
6 or more years	2088	15	0.05769

8.3 Earned Vacation

8.3.1 Earned vacation shall not become a vested right until completion of the initial six months of employment.

8.3.2 If a unit member terminates employment and has been granted vacation, which was not yet earned, the District shall deduct the full amount of salary, which was paid for such unearned days from the severance check.

8.3.3 Upon separation from service a unit member is entitled to compensation for all earned and unused vacation except that employees who have not completed six (6) months of employment shall not be entitled to such compensation.

8.3.4 Vacations are not accumulative. However, upon District approval a unit member may carry over five (5) days of vacation from the fiscal year succeeding the vacation accrual years.

8.3.5 When a holiday, as defined in Article 9, occurs during a scheduled vacation, the unit member will receive pay at the regular rate of pay for the holiday and shall not be charged a vacation day for absence on the holiday.

8.3.6 The District reserves the right to schedule vacations at times least disruptive to the normal work routine. Furthermore, no employee shall be entitled to take vacation time during student attendance days except upon written approval of the Superintendent. All requests to take vacation during student attendance days, including reasons, therefore, shall be submitted in writing twenty (20) days in advance of the time period requested for vacation.

All twelve-month employees shall be granted their first choice of vacation dates during summer vacation provided that at least one employee in each classification (job title) shall be at work throughout the summer months and provided further that no employee shall take vacation during the fourteen (14) calendar days prior to the first pupil attendance day except upon written approval of the Superintendent. In the event of a conflict, vacation dates shall be granted by seniority unless the senior employee is the only employee in that job title qualified to do work which can only be done during the requested vacation dates.

ARTICLE 9 - HOLIDAYS

9.1 All unit members shall be entitled to the following paid holidays provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday:

Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day and the day following
Christmas Day
Admission Day (Observed by mutual agreement during the winter holiday.)
New Year's Day
Martin Luther King Day
Lincoln's Day
Washington's Day
Memorial Day

Holidays shall be observed in accordance with the Board approved calendar.

9.2 In addition to the foregoing holidays, the District may declare additional holidays in its sole discretion.

9.3 A unit member not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays if he/she is in paid status during any portion of the working day immediately preceding or succeeding the recess period.

ARTICLE 10 - EVALUATIONS

10.1 Evaluations

10.1.1 Every classified employee subject to this Agreement shall be evaluated by the Administrator or immediate supervisor in writing at least once each school year.

10.1.2 Evaluation shall be based on at least two observations.

10.1.3 Any classified employee subject to this Agreement who receives a negative evaluation shall, upon request, be entitled to a subsequent written evaluation and conference with the evaluator.

10.2 Probationary Period

10.2.1 Classified employees subject to this Agreement shall be designated as permanent employees of the District after serving a probationary period of six (6) working months.

10.3 Employee Personnel Files

10.3.1 A unit member may inspect material in his/her personnel file which may serve as a basis for affecting the status of his/her employment except materials which:

a. Were obtained prior to employment.
b. Were prepared by identifiable committee members.
or
c. Were obtained in connection with a promotional examination.

10.3.2 A unit member may inspect and make one copy of such materials in his/her personnel file, with the exception of the above-specified items, during the normal business hours of the District office at times other than when the employee is required to render service. Such inspection shall take place under the supervision of the District administrator or designee. The employee may have a representative present during such an inspection of materials in the personnel file.

10.3.3 No materials of a derogatory nature, except material classified in Section 10.3.1 above, may be placed in an employee's personnel file without allowing the employee an opportunity to review and comment thereon. An employee shall have the right to comment in writing, and have such comments attached to any derogatory statement prior to the statement being placed in the personnel file. Such a review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction, as approved by the Superintendent or designee.

10.3.4 All material placed in an employee's personnel file shall be dated and signed by the contributor. The official personnel file for each employee shall be maintained in the District office. Access to the personnel files shall be limited to District employees designated by the Superintendent.

10.3.5 Members of the Board of Trustees may request to review an employee's personnel file.

10.4 Training and Assistance for Unit Members

10.4.1 Both the District and the Association recognize that a unit member's first priority is to support or enhance student learning through quality performance in the job he/she does.

10.4.2 For any unit member whose first evaluation is below District standards, an Individual Assistance Plan shall be provided by the District in writing to the unit member and the Association. This plan shall include:

a. Criteria for improvement
b. Duties not being performed in a satisfactory manner.
c. Specific assistance and recommendations for improvement.
d. Specific programs and/or person from whom assistance can be obtained. (The unit member will have the option to choose his/her person for assistance.)

10.4.3 Prior to developing an Individual Assistance Plan for permanent employees who receive an evaluation that is below district standards, the supervisor and the unit member shall meet and discuss the reasons why the Individual Assistance Plan is being developed.

10.4.4 Monthly job improvement meetings shall be held between the supervisor and the unit member for the purpose of monitoring the unit member's progress. An Association representative may attend these meetings.

10.4.5 A unit member who has an Individual Assistance Plan may request an additional evaluator mutually agreed upon by the unit member and district administration.

10.4.6 Two successive non-satisfactory evaluations shall result in the unit member not advancing on the salary schedule until there is an annual satisfactory evaluation.

ARTICLE 11 - SAFETY

11.1 The District agrees to establish and maintain safe working conditions for unit members as determined by the District.

11.2 Unit members shall notify the District in writing concerning any unsafe condition directly affecting their physical welfare.

ARTICLE 12 - COMPENSATION

12.1 Wages

12.1.1 Unit members covered by this Agreement shall be paid wages as provided in the schedule contained in the attached Appendix "A".

For the 2025-2026 school year, all classified staff will receive 2.75% on schedule wage adjustment. Retroactive to 7/1/2025.

Retroactive increases will not apply to any extra duty, overtime or stipends previously paid out.

12.1.2 Employees hired after January 1 of any year will remain on the same salary step of their range until July 1 of the following year. Employees hired prior to January 1 of any year will be placed on the next highest salary step of their range on July 1 of that year. Thereafter, employees will advance annually to the next step in their range until reaching the top step. However, a period of any unpaid leave of absence will delay step advancement by the length of the leave.

12.2 Salary Schedule Provision

12.2.1 A classified employee who is temporarily assigned to perform the duties and responsibilities of a position of a higher classification for a period exceeding five (5) working days within a fifteen (15) calendar day period shall receive the rate of pay of the higher classification for the entire period of time of such temporary assignment. An employee so assigned shall be placed on the salary step of the higher classification, which represents a salary increase.

12.2.2 Classified employees who are regularly employed in more than one classification with differing salary ranges shall be paid for time worked in each classification.

(a) Notwithstanding the above provisions, employees who are temporarily assigned for the convenience of the District to perform work in a lower paid classification shall continue to be paid at their regular rate of pay.

(b) Summer School: Employees, who apply for a posted summer school position outside of their regular classification will be paid at the classification of that position based on years of experience working in that summer position with the District.

(c) Other Temporary or Extra Duty Work outside of an employee's regular job classification will be paid at Step 1 of the temporary or extra duty classification position.

12.2.3 A classified employee who is promoted to a classification in a higher salary range shall be placed on the salary step of the new salary range, which represents a salary increase. The anniversary dates and salary step advancement shall be as specified in 12.1.2.

12.3 Insurance Benefits:

12.3.1 The District shall make monthly contributions for each eligible employee into the Northern California General Teamsters Security Fund, Plan E Plus or Select Plus Plan with Vision Service Plan, for the purpose of providing hospital, medical, surgical, dental, prescription drug, vision care and life insurance benefits and shall be subject to the provisions of the existing trust agreement and the action of the Trustees in revising and/or amending the provisions of the trust.

Qualifications to be eligible to receive an annual District insurance premium contribution under 12.3.4 shall be employees who work six (6) hours or more per day.

12.3.2 The above insurance benefits may be pro-rated for part time employees employed by the District, except those employees regularly contracted to work less than six (6) hours per day shall not be eligible for any benefit contribution or coverage. The option is available only at the time of ratification, employment or any open enrollment periods permitted by the Trust. The District portion of

the premium for this benefit will have the same ratio to the full premium as the employees' regularly scheduled work hours per day has to eight (8) hours per day. The balance of the benefit costs will be withheld from the employees' paycheck. For the purposes of this section, it is agreed and understood that any employee in a position of less than six (6) hours per day at the time of ratification of this Agreement, will, upon attainment of six (6) or more hours per day, have their benefits prorated as described above. Notwithstanding any provisions in the "Northern California General Teamsters Security Fund Subscriber Agreement" to the contrary, the above provisions of this Section 12.3.2 shall apply. The provisions in the Subscriber Agreement that define the term "Covered Employee" are superseded by the provisions of Section 12.3.2. The provisions are superseded and replaced by the above provisions of Section 12.3.

12.3.3 The current practice of providing benefits during the summer months and other periods of absences will remain in effect during the term of this Agreement, based upon the prorated employee payment in 12.3.2 above.

12.3.4 Eligible employees are all employees who work six (6) or more hours per day. Premium contributions shall be paid during the summer months for school year employees on the same basis as they are paid during the school year as established herein.

12.3.5 Effective January 1, 2025, unit members shall be eligible to receive a maximum annual District insurance premium contribution based on the annual CAP of $11,700 prorated for part-time employees The difference between the actual cost of the insurance premium and the tiered cap shall be borne by the employee by payroll deduction.

12.3.6 Effective January 1, 2026, in the event an employee is covered by health insurance elsewhere and chooses to fully opt out of medical, prescription, dental and vision coverage, the employee will receive an annual in-lieu stipend of 20% of the annual CAP (defined in 12.3.5).. The annual stipend will be prorated by FTE and paid in equal increments based on the number of paychecks each employee receives.

Pro-Ration of CAP - The above insurance benefits (and opt-out) will be pro-rated for part-time employees. The prorated amount is determined by breaking the monthly District contribution to an

hourly equivalent. The balance of the benefit cost shall be withheld from the employees' paycheck.

12.4 Automobile Mileage Expense Reimbursement

A unit member who is authorized in advance to use his/her personal automobile in the performance of duties shall be reimbursed at the rate per mile recognized by the Internal Revenue Service. To be eligible for such mileage reimbursement, an employee must follow District approval and claim procedures.

12.5 Bus Driver Meals and Mileage Expense Reimbursement for Training

For training and certification required for Bus Drivers, the District will reimburse the employee for mileage and meals in accordance with District practices, subject to two (2) weeks advance notice to the Superintendent, with approval from the Superintendent, or designee.

12.6 Compensation during Training Periods

If the District requests or requires employees to participate in training, the District will pay all necessary costs. If the employee requests to attend training, approval must be obtained from the Superintendent or designee in advance.

12.6.1 If, as a result of attending training, the employee works hours in excess of his/her regular workday, any extra payment must be approved in advance.

12.6.2If an employee requests to attend training outside of a normal workday, they would be paid a set hourly rate (half of the certificated extra duty rate).

12.7 Physical Examinations

12.7.1 Physical examinations required by the District or required by law for continuance in employment shall be provided by the District, or the employee may receive a reimbursement of up to $50.00, if the examination is performed by a physician selected by the employee. Such reimbursement shall be reduced by the amount covered by the employee's insurance coverage. The District may obtain a second opinion

concerning an examination performed by a physician selected by the employee by scheduling an examination by a District designated physician paid for by the District.

12.7.2 Required tests for tuberculosis (Education Code Section 49406) shall be provided by the District.

12.8 Job Requirements

12.8.1 An employee who fails to maintain any required license, certificate, exam, etc. necessary to work in the employee's job classification will be subject to dismissal or, if available at the time, reassignment into a vacant job classification and salary range for which the employee is qualified.

12.8.2 To be hired all employees must have the required license, certificate, exam, etc. or they will be considered a substitute until obtained.

12.8.3 The District will provide training opportunities during the workday for staff to maintain the required license, certificate, exam, etc. If training is not provided during the workday, at the approval of the District, employees may flex their hours to attend training. Employees who fail to take advantage of flex time to attend training courses must obtain training on their own. If the needs of the District will not allow flex time, the District may choose to pay the employee for their training time.

12.8.4 The District will pay for or will reimburse all permanent employees for the required renewal of a license, certificate, exam, etc.

12.9 Early Retirement Incentive

12.9.1 Effective July 1, 2024, classified staff members who meet a California state retirement systems minimum age of eligibility, have completed 15 years satisfactory classified service with the District, and plan to retire at the end of the current school year may qualify for an early notification of retirement incentive of 3% of current annual salary for notification in November and 2% of current annual salary for notification in December. The incentive will be paid out in June or can be used towards retiree health insurance costs upon receipt of irrevocable intent to retire by June 30 of the current academic year.

ARTICLE 13 - VACANCY, TRANSFER, AND SENIORITY

13.1 Definition

13.1.1 A Transfer is a permanent movement of a unit member from one job position in a class to another job position in another class.

13.1.2 A vacancy is any unit position that is unfilled.

13.2 Employee Initiated Transfer Requests

13.2.1 A unit member may submit a request for transfer during the posting period specified on 13.3.1.

13.2.2 If two (2) or more unit members apply for the same vacancy, the following qualifications will be considered: Education, training, previous performance evaluation, job experience and demonstrated ability to perform the duties of the vacant position. If the above qualifications are equal for two or more candidates, then seniority will prevail.

13.3 Posting of Vacancies

13.3.1 The District shall post at a designated workplace a list of all vacancies as well as furnish the Union a list of all vacancies that occur. Notice shall be given to the Union within seven (7) calendar days. Any outside postings shall be within the same time period, or later, as the in-house postings.

13.3.2 A closing date, which is at least seven (7) calendar days following the posting date, will be posted. No vacant positions shall be filled until after the closing date.

13.3.3 Job descriptions agreed to and incorporated herein will be posted, including the salary range.

13.3.4 Minimum qualifications necessary to meet the requirements of the position will be posted.

13.3.5 The District shall inform all employees submitting requests for consideration for a vacancy of the disposition of their request. If any employee's request to fill a vacancy is not granted, the employee shall be entitled to a meeting with the

Superintendent or designee to discuss reasons why the request was not granted.

13.3.6 During non-school attendance days, unit members will be notified of posted vacancies that occur if they have filed a written request annually with the Superintendent's office.

13.4 District Initiated Transfer

13.4.1 A written notice of 10 workdays shall be provided to a unit member of the District initiated transfer, which he/she had not requested, which shall include the reasons for the transfer.

13.4.2 Such unit members may request a meeting with the Superintendent or designee to discuss the reasons for the transfer.

13.4.3 A unit member who is involuntarily transferred may apply for other vacancies.

13.4.4 Involuntary transfers may be made for the following reasons and in addition, whenever management deems it educationally appropriate:

a. An increase or decrease in the number of students
b. Elimination of programs
c. School closing, opening of a district facility
d. Increase or decrease in staff assigned to a facility or program
e. Improvement in performance deficiencies cited in the affected unit member's performance evaluation.

13.5 Transfer Seniority

13.5.1 Seniority for the purposes of this Article is defined based on the unit member's date of hire.

13.5.2 Unit members on an approved paid leave, other than in a non-bargaining unit position within the District, shall continue to earn seniority while on such leave.

A unit member's seniority shall accrue during layoff.

ARTICLE 14 - LAYOFF AND REEMPLOYMENT

14.1 Layoff Procedures

14.1.1 Unit members shall be subject to layoff for lack of work or lack of funds. Layoff includes any reduction in hours of employment or assignment to a class or lower position within a classification than that in which the employee has permanence, voluntarily consented to by the employee (pursuant to these provisions), in order to avoid interruption of employment by layoff.

14.1.2 In the event of a layoff, the order of layoff within the class shall be determined by length of service in the District. "Length of Service" shall be based upon date of hire.

(See Below)

	Class	Class	Class	Class	Class
	Food Services	**Trans/Maint/Oper**	**Clerical**	**Instructional**	
Job Position in Classification I	Food Service Lead Food Service Asst.	Bus Driver Cust/Maintenance Custodian	School Secretary School Off. Clerk	Pre-School Teacher Pre-School Aide Instructional Aide/Special Ed Aide, Daycare Aide Daycare	ESL Interpreter
Job Position in Classification II			Library Media Clerk		

14.1.3 In case of two or more unit members having identical seniority, the seniority shall be determined by lottery.

14.1.3.1 The lottery shall be conducted in the presence of at least two (2) Union representatives. Once the lottery is used to determine a unit member's seniority, the seniority shall remain in effect.

14.1.4 Prior to any final layoff notices being sent to those unit members who have been employed the shortest time within the class, the District shall notify the more senior unit members whose positions have been eliminated that they must elect one of the following options within five (5) working days of receipt of the notice. The District shall also concurrently provide the Union with a copy of the notice.

1. Vacant Position within same Class
   Select a vacant position in a lower position in the same class that one is qualified; or

2. Bumping within same Class
   Select a remaining position of the least senior unit member in the same position or lower position in the same class that you are qualified for; or

3. Bumping in another Class
   Select a position in another class in which the unit member previously had successfully completed a probationary period and which is either vacant or occupied by a least senior unit member of that class; or

4. Reduction of Hours in lieu of Layoff
   Pursuant to 1 and 2, above, accept reduced hours (if any exist) in the current class in lieu of layoff; or

5. Layoff
   Elect to be laid off.

6. Retirement
   If eligible, elect to take a service retirement under the Public Employees Retirement System.

14.1.5 Prior to any layoff, the District shall post a seniority list of affected unit members. The District shall also provide the Union with a copy of the seniority list.

14.1.6 The District shall continue to pay the existing group insurance premiums for any unit member who is laid off for a period of sixty (60) days after termination of employment.

14.2 Notice of Layoff

14.2.1 When, as a result of the expiration of a specially funded program, unit members positions must be eliminated at the end of any school year, and members will be subject to layoff for lack of funds, the unit members to be laid off at the end of such school year shall be given written notice on or before May 29 informing them of their layoff effective at the end of such school year and informed of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) calendar days prior to the effective date of their layoff.

14.2.2 When, as a result of a bonafied reduction or elimination of the service being performed by any department, unit members shall be subject to layoff for lack of work, affected unit members shall be given notice of layoff not less than sixty (60) calendar days prior to the effective date of layoff, and informed of their displacement rights if any, and reemployment rights.

14.2.3 Nothing herein provided shall preclude a layoff of lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by aforementioned subsections.

14.3 Reemployment

14.3.1 Reemployment shall be in the reverse order of layoff. Unit members who are laid off are eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants.

14.3.2 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as unit members laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided that the same tests of fitness under which they qualified for appointment to the class shall still apply. The Governing Board shall make the determination of the specific period of eligibility for re-employment on a class-by-class basis.

14.3.3 Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the unit members, returned to a position in their former class as vacancies become available, and without limitation of time, but if there is valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

14.3.4 Refusal of an offer of reemployment to the classification from which laid off shall cause removal from the list and the loss of any reemployment rights. However, declining an offer of reemployment of fewer hours of employment held at time of layoff shall not constitute a refusal of employment.

14.3.5 Offers of reemployment shall be made either by personal service or via U.S. Certified Mail (Return Receipt) addressed to the last known address and shall include the specific vacancy and hours being offered, the rate of pay, level of benefits, a current job description, and a mechanism for acceptance or refusal of the offer of reemployment within the prescribed time limit, and a place for the unit member's signature. Failure to reply within five (5) working days from date of service of the offer of re-employment shall be deemed a refusal of that offer of reemployment. It is the responsibility of each unit member on a reemployment list to file with the District Office a current mailing address.

14.3.6 A unit member who is laid off and subsequently rehired from a reemployment list shall have the accrued Sick Leave balance as of the date of layoff reinstated.

14.3.7 Upon reemployment in the class in which laid off, a unit member shall be placed on the former step of the salary range. The unit member shall be eligible for advancement to the next step of the salary schedule as noted in Article 12.1.2. If re-employment is before January 1 of any year, they will be placed on the next highest salary step of their range on July 1 of that year. If re-employment is after January 1, the employee will remain on the same salary step of their range until July 1 of the following year.

14.4 Retirement and Layoff

Notwithstanding any other provision of law, any unit member who was subject to being, or was in fact, laid off for lack of work or funds and who elected service retirement from the Public Employee's Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employee's Retirement System of the fact that retirement was due to layoff for lack of work or funds. If the unit member is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employee's Retirement System has properly processed his request for reinstatement from retirement.

14.5 General Provision

It is the intent of the parties that the District has the right to direct the work force in order to provide services and educational programs.

In providing services and educational programs, the District may utilize, consistent with past practices, non-bargaining unit personnel to perform duties previously performed by unit members on a reemployment list. However, it is recognized that teachers, in the regular course of duties, may perform a portion or all of the duties previously performed by instructional aides who have been laid off.

ARTICLE 15 - SAVINGS

15.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provision 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.

15.2 In the event a provision is so held to be invalid, either party may reopen negotiations concerning a valid successor provision with written notification.

ARTICLE 16 - DISCIPLINARY ACTION

16.1 As used herein, "disciplinary action" shall mean suspension without pay, demotion, or dismissal. Suspension without pay shall be limited to a period not to exceed twenty (20) workdays.

16.2 Each of the following constitutes cause for disciplinary action against a permanent classified employee:

16.2.1 Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.

16.2.2 Failure or inability to perform duties and responsibilities assigned to any employee's position, consistent with the job description.

16.2.3 Insubordination.

16.2.4 Dishonesty.

16.2.5 Drinking alcoholic beverages while on duty, drinking alcoholic beverages prior to duty times as to cause any detrimental effect on the employee's ability to perform the duties and responsibilities of his/her position.

16.2.6 Unauthorized use of narcotics; controlled substances, or habit-forming drugs; use of any medication or other substance as to cause detrimental effect on the employee's ability to perform the duties and responsibilities of his/her position.

16.2.7 Absence and/or repeated tardiness without authority or sufficient reason.

16.2.8 Conviction of a felony, conviction of any sex offense made relevant by provisions of Education Code, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of this section.

16.2.9 Conduct that adversely affects the employee's ability to perform the duties and responsibilities of his/her position.

16.2.10 Discourteous, abusive, or offensive treatment of the public, pupils, or other employees.

16.2.11 Willful or negligent damage to public property or equipment.

16.2.12 Violation of or refusal to obey the school laws of the State or the rules and regulations of the District.

16.2.13 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of this position.

16.2.14 Consistent with applicable law, physical or mental disability which disability precludes the employee from the proper performance of his/her duties and responsibilities, as determined by competent medical authority.

16.2.15 For employees who drive a vehicle in the regular course of their employment: Failure to satisfy the insurability requirement of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.

16.2.16 Abandonment of position.

16.2.17 Offering any service in exchange for special treatment in connection with the employee's job or employment, or acceptance of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.

16.2.18 Revealing confidential information, including, but not limited to, personnel and student records.

16.3 No disciplinary action shall be taken for any cause which arose prior to the employees becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such was concealed or not disclosed by such employee when it could be reasonable assumed that the employee should have disclosed the facts to the District.

16.4 Consistent with the concept of progressive discipline, the Superintendent or designee may initiate a disciplinary action as defined herein against a permanent classified employee.

16.5 Except in cases of emergency where the employee must be removed from the premises immediately, at least five (5) calendar

days prior to the effective date of any disciplinary action, the Superintendent or designee, shall give the employee written notice of the proposed disciplinary action. The notice shall include the causes for the proposed action, a copy of the materials upon which the proposed action is based, and the right to respond either orally or in writing prior to the proposed disciplinary action. Any response made by the employee shall be considered by the Superintendent prior to initiating any disciplinary action. In the event of emergency circumstances that require removal of the employee from the work site immediately, such notice and right to response shall be provided to the employee at the earliest reasonable time after his/her removal from the premises.

16.6 If the Superintendent initiates a disciplinary action, he/she shall serve a written notice of disciplinary action upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall include:

16.6.1 A statement of the nature of the disciplinary action (suspension with or without pay, demotion, or dismissal).

16.6.2 A statement of the cause therefore as set forth in 16.2 above.

16.6.3 A statement of the specific acts or omissions upon which the causes are based. If a cause stated in 16.2 above is alleged, the rule, regulations or law violated shall be set forth in the recommendation.

16.6.4 A statement of the employee's right to appeal to the Board of Trustees the disciplinary action and of the manner and time within which his/her appeal must be filed; which shall be not less than five (5) business days; and

16.6.5 A card or paper, signing and filing of which shall constitute a demand for hearing before the Board of Trustees and a denial of all charges.

The request for hearing may be mailed to the office of the Superintendent but must be received or postmarked no later than the time limit stated herein. If the employee fails to file such a request for a hearing within the time specified, the employee shall be deemed to have waived his/her right to appeal.

16.7 The Board shall conduct a hearing on the appeal at the earliest convenient day, taking into consideration the established schedule of the Board of Trustees and the availability of counsel and witnesses.

16.7.1 Rights of Employee

The employee or designated representative shall attend any hearing and shall be entitled to:

(1) Representation by counsel or any other representative approved by the Union.

(2) Testify under oath.

(3) Consistent with applicable law, compel the attendance of other District employees to testify on his/her behalf.

(4) Cross-examine all witnesses appearing against him/her and all District employees whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the Governing Board.

(5) Present such affidavits, exhibits, and other evidence pertinent to the inquiry.

(6) The party attempting to substantiate the charges against the employee shall be entitled to the same privileges.

16.7.2 Evidence

The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Oral evidence shall be taken only under oath or affirmation.

16.7.3 Exclusion of Witnesses

Upon the request of either party, the Governing Board shall exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their respective counsel. When hearing testimony on scandalous or indecent conduct,

all persons not having a direct interest in the hearing may be excluded.

16.7.4 Burden of Proof

The burden of proof shall be upon the District.

16.7.5 Finding and Decision

After completion of the hearing the Governing Board shall issue a written decision on the matter. Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the employee and his/her counsel or representative. Except for the correction of clerical error, such decision shall be final and conclusive, subject to established rights of judicial review.

16.7.6 Report of Hearings

Hearings may be conducted without a stenographic reporter. If both parties request a stenographic report, the costs shall be borne equally. If only one-party requests such a report, that party shall bear the cost.

16.7.7 Transcripts of Hearings

Transcripts of hearings shall be furnished to any party to the hearing on payment of the costs of preparing such transcripts. When transcripts are provided by District employees, the cost shall be determined by the employee in charge of business affairs.

16.7.8 Continuances

Upon request, the Governing Board may grant a continuance of any hearing upon such terms and conditions, as it may deem proper.

16.8 Termination of Probationary Classified Employees

At any time prior to the expiration of the probationary period, the Superintendent may, in his/her sole discretion, dismiss a probationary classified employee from the employ of the District. A probationary classified employee shall not be entitled to a hearing or to any statement of reasons for the Superintendent's actions.

ARTICLE 18 - TERM

18.1 This Agreement shall remain in full force and effect from July 1, 2024 up to and including June 30, 2026, and thereafter shall continue in effect year-by-year unless one (1) of the parties notifies the other in writing no later than March 15, beginning in the year 2025, of its request to modify, amend or terminate the Agreement.

For the District:
Junction School District
10140 Old Oregon Trail
Redding, CA 96003

By: _____

Dated: JUNE 3, 2024

For the Union:
General Teamsters Local 137
3540 S. Market Street
Redding, CA 96001

By: Heather McFall

Dated: 5/31/2024

Appendix A - Classified Salary Schedule

JUNCTION SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
2025-2026
Schedule Effective July 1, 2025

CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Aides - Instructional/Aftercare	A	$17.80	$17.97	$18.15	$18.52	$19.07	$19.65	$20.42	$21.24	$22.30
Aides - Special Education Health Clerk Library Clerk	B	$17.97	$18.15	$18.33	$18.70	$19.26	$19.83	$20.63	$21.45	$22.52
*Preschool Aide	H	$18.15	$18.33	$18.52	$18.89	$19.45	$20.04	$20.84	$21.88	$22.96
Preschool Teacher Registrar	D	$19.45	$19.65	$20.04	$20.64	$21.46	$22.53	$23.66	$24.84	$26.09
Food Service Assistant	E	$18.15	$18.33	$18.70	$19.26	$20.03	$21.03	$22.08	$23.18	$24.34
Maintenance/Custodian	F	$18.89	$19.07	$19.45	$20.04	$20.84	$21.88	$22.97	$24.13	$25.33
Bus Driver Bus Driver/Maintenance/Custodian	G	$20.64	$20.85	$21.26	$21.90	$22.78	$23.91	$25.11	$26.37	$27.68
School Office Manager	I	$20.04	$20.24	$20.64	$21.26	$22.11	$23.22	$24.38	$25.60	$26.88
Food Service Lead	J	$22.97	$23.20	$23.66	$24.38	$25.35	$26.62	$27.95	$29.35	$30.81
Educational Sign Language Interpreter	C	$24.39	$24.64	$25.13	$25.88	$26.92	$28.27	$29.68	$31.16	$32.7

fective July 1, 2024 the District will multiply 1.03 times Steps 1 thru 9 for Classified Employees who have no less than 30 units from an accredited college leading toward a degree in education lated fields

fective July 1, 2024 the District will multiply 1.05 times Steps 1 thru 9 for Classified Employees who have no less than 60 units from an accredited college leading toward a degree in education or lated fields

fective July 1, 2016 - Classified employees regularly employed for fewer than 260/261 days per year, regardless of the number of hours or days worked per week, the vacation credit shall be imputed at 3.846%

*reschool Aides - 6 ECE Units required - (enrolled in or planning to enroll in)

Longevity	
10 YR - $500	25 YR - $1250
15 YR - $800	30 YR - $1500
20 YR - $1000	*Aides, 1/2 of stipend

Appendix B - Grievance Form

I. Level (grievance should check which level is being employed):

Level 1	Immediate Supervisor	Date: _____
Level 2	Superintendent	Date: _____
Level 3	Board of Education	Date: _____
Level 4	Arbitration	Date: _____

II. Name of Grievant:

_____

Work Location:

_____

Work Function:

_____

III. Date grievant learned of alleged grievable occurrence or action:

Date: _____
day/month/year

IV. Date of informal meeting with the Immediate Supervisor:

Date: _____
day/month/year

V. Section(s) of the contract alleged to have been violated:

Article_____ Section _____ Sub-section _____

Article_____ Section _____ Sub-section _____

VI. Level 1

1. Circumstances of the grievance: (include a statement of the facts constituting the alleged violation; names, dates and places as appropriate).

_____

_____

_____

Attach additional form if necessary.

2. Remedy sought:

_____

_____

_____

_____

Attach additional form if necessary.

3. Disposition:

Immediate Supervisor's Decision:

_____

_____

_____

Attach additional form if necessary.

_____ _____

Signature of Immediate Supervisor Date Delivered to Grievant

VII. Level 2 – Superintendent

Date Received by District: _____

Grievant's reason for appeal:

_____

_____

_____

Attach additional page if necessary.

Superintendent's Decision:

_____

_____

_____

_____

Attach additional page if necessary.

Board Only Date of Hearing: _____

Date Decision Delivered to Grievant: _____

Signature of Grievant: _____

Level 3 – Board of Education

Date Received by District: _____

Grievant's reason for appeal:

_____

_____

_____

Attach additional page if necessary.

Board of Education's Decision:

_____

_____

_____

_____

Board Only Date of Hearing: _____

Date Decision Delivered to Grievant: _____

Signature of Grievant: _____

IX. Level 4 – Arbitration

Date Received by District: _____

Grievance submitted to Arbitration: _____

Signature of Grievant: _____

Signature of Business Representative: _____

X. Arbitration

Decision (attach copy)

Cc: Entire Grievance Form to the Union

Appendix C – Evaluation Report

NAME _____ SCHOOL YEAR: _____

SITE/JOB TITLE _____

ASSIGNMENT: _____

Employment Status

- ❒ Permanent
- ❒ Temporary
- ❒ Probationary (Evaluation at the end of six (6) months)
- ❒ Categorical
- ❒ Substitute (Long Term)

Evaluation criteria may include, but is not limited to:

Performance Rating			
Exceeds job performance standards	Meets job performance standards	Needs Improvement	Unsatisfactory
1	2	3	4

Quality and Quantity:

- Quality of work performed meets District standards.
- Work performed is neat, accurate, and completed.
- Consistently demonstrates application of the skills expected in this position.

Work Habits and Attitudes:

- Shows interest in the work performed.
- Organizes work effectively.
- Uses sound judgment.
- Complies with rules, regulations and policies.
- Readily learns and applies new skills and procedures.
- Consistently demonstrates all skills listed in the job description.

Dependability:

- Performs work well in the absence of close supervision.
- Follows written and oral instructions in the performance of their duties.
- Initiates and completes tasks independently.
- Shows willingness to perform assigned emergency duties.
- Maintains satisfactory attendance.
- Is punctual in reporting to work.
- Takes breaks and lunch according to contract and district policy.
- Completes daily work hours.

Personal Relationships with Staff:

- Has a positive working relationship with other employees.
- Represents the organization in a positive manner.
- Dresses and behaves in a manner appropriate to the work environment.
- Maintains confidentiality,
- Deals effectively with the public.
- Deals fairly and positively with students.
- Accepts constructive suggestions.

- Maintains good working relationship with supervisory personnel.

Related Areas:

- Demonstrates care and efficiency in the use and maintenance of equipment.
- Utilizes equipment in a professional manner.
- Reports equipment malfunction and/or failure.
- Maintains orderliness and cleanliness in the work environment.

COMMENTS:

1. Employee's strengths:

2. Area(s) of needed improvement:

3. Specific recommendations to improve performance:

4. Professional growth recommendations:

5. Other Comments:

OVERALL EVALUATION:

- ❒ Exceeds Standards
- ❒ Meets Standards
- ❒ Needs Improvement
- ❒ Unsatisfactory

SIGNATURES: The following signatures do not constitute an endorsement of the noted evaluation; but rather, acknowledge that a conference has taken place, and the employee has received a copy of this form.

_____ _____

Employee's Signature Date

_____ _____

Evaluator's Signature and Title Date

_____ _____

Superintendent's Signature Date

After 10 days a copy of this evaluation will be placed in your personnel file. You may prepare a response and have that response attached to this evaluation.