

Collective Bargaining Agreement
Pioneer Union Elementary School District
and
CSEA Chapter 813

Through July 1, 2021 – June 30, 2024

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ARTICLE 1: AGREEMENT

A. This Agreement is made and entered into by and between the Pioneer Union Elementary School District, hereinafter referred to as the “District,” and the California School Employees Association and its Pioneer Chapter 813, hereinafter referred to as “Union” or “Association” and shall become final and binding upon ratification by the Union and the District’s Board of Trustees.

B. The term “employee” as used in this Agreement shall mean an employee of the District serving in the classified unit represented by-the-California School Employees Association and its Pioneer Chapter 813.

ARTICLE 2: RECOGNITION

The District recognizes the Union as the exclusive representative for all classified employees except as set forth below:

- A. all positions requiring certification;
- B. all positions designated as management or supervisors;
- C. all positions designated as confidential in accordance with California Government Code, Section 3540.1; and
- D. all positions exempt from the classified service as defined in Education Code Section 45103, including but not limited to substitute employees, short term employees, temporary employees, apprentices and full-time and part-time students.

ARTICLE 3: NONDISCRIMINATION

The District shall not discriminate against any employee on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, marital status, sex, age, political affiliation, actual or perceived sexual orientation, and membership in an employee organization or participation in the activities of an employee organization. This provision is a general statement of the law and is not subject to the grievance procedures set forth herein.

ARTICLE 4: ORGANIZATIONAL RIGHTS

A. Access to Employees: The Association, through authorized representatives, shall have the right of access to District premises for the purpose of communicating with unit employees provided that such employees are on non-working time. Non-working time is generally defined as the time prior to an employee’s designated starting time, time during designated rest breaks and lunch break, and time after an employee’s ending time. Such access shall not interfere with the regular operation of the District or the ability of any employees to perform their duties. Representatives of the Association must identify themselves to the District Office as required of all visitors prior to their visit.

B. Communication with Employees: The Association shall have the right to use, without charge, institutional bulletin boards designated by the District and internal mailboxes for the posting or transmission of information or notices concerning CSEA matters. A copy of each such posting or distribution must be delivered to the Superintendent or designee simultaneous to posting or distribution. The Association shall not post or distribute information which is derogatory or defamatory of the District or its personnel, subject to the immediate removal by the District. The Association shall be responsible for the maintenance and removal of any materials posted on the designated District bulletin boards. The Association shall not communicate with unit members through the District’s e-mail system which is reserved for official district business communications and is not to be used for any business unrelated to the District’s business.

C. Use of Equipment, etc.: The Association shall have the right to reasonable use of District equipment, buildings and facilities at reasonable times outside the regular duty day or when not being used for school business. Association representatives shall obtain prior approval for such use from the site administrator or Superintendent’s designee if applicable. Such use shall not interfere with the District’s instructional, operational or administrative functions or needs. The Association shall provide its own supplies and materials to be used in conjunction with its use of District equipment, buildings and facilities. The Association shall pay to the District reasonable charges for the use of District supplies, materials, equipment, facilities and buildings, subject to the Civic Center Act. The Association shall not utilize the District’s internet or e-mail system which is reserved for official district business and is not to be used for any business unrelated to the District’s business.

D. Board Agenda Materials: The Association shall have the right to receive one (1) copy of the Governing Board meeting agenda and public materials packet prior to each Board meeting.

E. Release Time: Authorized CSEA representatives shall receive reasonable release time for the purpose of negotiations and processing grievances as set forth herein:

1. The Association shall have the right to designate a maximum of five (5) unit members who shall be authorized to receive release time to participate in negotiations and a maximum of two (2) unit members who shall be authorized to receive released time to process grievances. The Association shall notify the District as to the identity of such personnel at the beginning of each fiscal year. If a change is made, the District shall be advised in writing immediately.
2. "Processing grievances" as set forth herein, shall mean representing grievants at grievance conferences with management personnel beyond the informal level and in no way shall include the use of such time for matters such as gathering information, interviewing witnesses or preparing presentations. Only one (1) grievance representative shall receive released time per grievance.
3. Requests for actual release time must be made to the Superintendent or designee in writing, and at least one (1) full week prior to the date of release and must be copied to the applicable supervisor. Requests made less than one week in advance of the requested release time shall be denied unless circumstances are found to exist whereby proper notice was not possible through no fault of the Association representative. The existence of such circumstances shall be determined solely at the discretion of the immediate supervisor. If applicable, no release will be granted unless a substitute can be arranged on the day(s) in question.
4. In all cases, released time shall not disrupt or interfere with the normal operations or work flow of the District, the education of the District's students or any District activities or functions. Unit members who are granted released time must still obtain consent to leave from their supervisor prior to release from said duties on the day in question. If a unit member's job duties are such that they cannot be interrupted at that time, the unit member shall be released as soon as reasonably possible thereafter.
5. Requests for released time for the purpose of other lawful Association business shall be granted on a case-by-case basis. All such requests must indicate and identify the nature of such business for verification purposes. If reasonable advance written notice is provided, such requests shall ordinarily be granted unless circumstances do not permit release. The existence of such circumstances shall be determined solely at the discretion of the immediate supervisor. Such released time shall be limited to an aggregate, non-accruing fifteen (15) employee days per school year.
6. Improper use of release time or use for any other purpose than designated herein shall be subject to discipline.

F. Representative Identification: To assure the safety and security of students and staff, any representative of the Association who wishes to enter the District premises shall notify the District office or Principal's office, as applicable, of his/her intended visit, of his/her identity and his/her status as a representative of the Association. Appropriate identification and credentials may be required in instances when the District's management representatives do not know or have reason to know of the individual's identity or affiliation.

G. Contract Distribution: Within thirty (30) working days after the date of ratification by the Board of Trustees, the District shall duplicate and provide without charge a copy of this contract to each current employee in the bargaining unit. New employees in the bargaining unit shall receive a copy of this contract upon hire.

H. Meeting Facilities: The Association shall have the right to utilize District conference and cafeteria facilities for the purpose of conducting meetings with District employees, subject to compliance with the requirements of the Civic Center Act (Education Code Section 40040 et seq.) and related District rules and regulations. Requests to utilize such facilities shall be made upon forms prescribed by the District for such use under the Act. When the Association desires the use of such District facilities, it shall file with the Superintendent the certification required by the Act. Such use shall be permissible only when such facilities are not otherwise being used for school business. Such use shall not interfere with the District's educational programs or activities, or its instructional, operational or administrative functions or needs. In addition, use of such facilities under the Act shall be subject to a "first come- first serve basis" as to all applicable requests.

ARTICLE 5: DISTRICT RIGHTS

A. The District maintains all of its rights, powers and authority provided by law to direct, manage, and control the District to the full extent of the law. Included in, but not limited to, those exclusive rights, powers and authority are the following: To determine its organization; to determine the mission, goals, and objectives of the organization; to establish budget procedures and determine budgetary allocations; to determine the methods of raising revenue; to manage and maintain the efficiency of its operations; to determine the times and hours of operations; to determine the kinds and levels of service to be provided, and the methods and means of providing them; to establish its educational philosophies, policies, goals, and objectives; to determine the curriculum; to ensure the rights and educational opportunities of its students; to direct the work of its employees; to establish work standards and rules of conduct; to determine staffing patterns; to determine the number and kinds of personnel required; to create, and negotiate the decision and the effect when changing, combining, or abolishing jobs, job classifications, departments, and facilities, in whole or in part; to build, move, or modify facilities; to contract out work for economic or operational reasons; and; to adopt, amend, or rescind its policies, rules, and regulations as the District, in its discretion, shall deem necessary. The District shall further be entitled to take action on any matter in the event of an emergency. The declaration of an emergency shall not be subject to the grievance procedure. However, the reasonableness of District action in response to the emergency shall be subject to the grievance procedure.

B. In addition to all of its general rights, powers and authority, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees and otherwise maintain the discipline of its employees.

C. The District's rights, powers, and authority as discussed herein are limited only by applicable law and as specifically and unequivocally limited, abridged and/or modified by this Agreement.

ARTICLE 6: EMPLOYEE STATUS

A. **Initial Probationary Period:** Classified employees covered by this Agreement shall obtain permanent status in the District upon completion of six (6) months or 130 working days, whichever is longer, months of service from date of hire.

B. **Promotion Probationary Period:** Upon the promotion of an employee to a higher classification, the employee shall be subject to the longer of a six (6) month or 130 working day probationary period in the new classification from the effective date of the promotion. During the promotion probationary period, the employee shall gain no property right to the new classification or to any related benefits. If an employee is rejected by the District during the promotion probationary period, the employee shall be reassigned from the position to which the employee was promoted to a position in the classification from which the employee was promoted. The employee shall not be entitled to a hearing or any other form of due process in such circumstances. The reinstatement procedure shall only be applicable during the promotion probationary period following a promotion.

C. **Evaluation Process:** Employees shall be evaluated by their immediate supervisor or another designated administrator.

D. **Evaluation of Probationary Employees:** Probationary Employees shall be evaluated a minimum of two times during their probationary period as follows:

On or about the 3rd month of employment:

First evaluation and conference held between probationary employee and supervisor.

Copy of evaluation submitted to Personnel Office.

On or about the 5th month of employment:

Final evaluation and conference between employee and supervisor.

Copy of evaluation submitted to Personnel Office.

E. **Evaluation of Permanent Employees:**

Permanent Employees shall be evaluated a minimum of one time during the school year as follows:

Between January 1 and March 1:

Annual evaluation and conference between supervisor and permanent employee.

Copy of evaluation submitted to Personnel Office.

For permanent employees with satisfactory or better overall evaluations, evaluations may be provided on a two-year cycle.

ARTICLE 7: EMPLOYEE SAFETY

- A. The District agrees to provide each employee with a safe working environment and equipment. Employees shall not be required to perform tasks which endanger their health, safety, or welfare.
- B. Employees shall be required to complete and submit an incident report form on any unsafe working condition to the immediate management supervisor with a copy going to the District Safety Officer and the Union president.
- C. Employees shall adhere to safe work practice rules and habits in order to prevent injury to the employee and others.
- D. Any work-related injury shall be reported by the affected employee to his/her immediate management supervisor immediately after the injury occurred or is known.
- E. The parties shall adhere to the provisions of the Injury and Illness Prevention Program as set forth in the District's Board Policies.

ARTICLE 8: PROFESSIONAL GROWTH

- A. Eligibility
 - 1. Instructional Aides, Instructors, Child Care Aides and Preschool Teachers, who have attained permanent status in the District and who are employed to work in a minimum of three (3) hours per day per school year will be eligible to earn professional growth increments. Such employees who are working as substitutes or on a temporary basis will not be eligible to earn the professional growth increments.
- B. General Regulations
 - 1. This professional growth program is not intended to restrict in any way the training and self-improvement efforts a classified employee may undertake on his/her own initiative.
- C. Professional Growth credits may be earned through participation in any of the following types of activities that are either related to the bargaining unit member's job duties or are part of the curriculum for a specific Certificate Program or college degree:
 - 1. Credit courses taken from an accredited college, or university. Each course must meet the minimum contact hours for credit allowance; that is fifteen (15) hours per semester unit and nine (9) hours per quarter unit.
- D. Increment Payment Policy: Effective July 1, 2022, professional growth increments will be awarded as follows:

<u>UNITS</u>	<u>Compensation per Hour</u>
10 - 19	\$0.25
20 – 29	\$0.50
30 - 39	\$0.75
40 – 49	\$1.00
50 – 59	\$1.25
60+	\$1.50

ARTICLE 9: HOURS AND OVERTIME

- A. Workweek: The regular workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis if overtime is necessary to carry on the business of the District.
- B. Workday: The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable number of hours. An employee's immediate management supervisor may modify or adjust the workday or workweek start or stop time of any employee, as needed, with one (1) week notification to the affected employee and notice to the Chapter President. Unless so stated, any such change in the workday or workweek under this section will be on a temporary basis, limited to the specific event or activity necessitating the change. IT staff exempt due to responsibilities and site needs.

C. Lunch and Rest Periods: All Employees who are regularly assigned to a workday of six (6) hours or more shall be entitled to an uninterrupted unpaid lunch period for a period of not less than one-half (1/2) hour. All Employees shall be granted rest periods at the rate of ten (10) minutes for every four (4) hours of work. Specified lunch and rest periods shall be designated by the employee's immediate management supervisor.

D. Overtime: Overtime is defined as any authorized or ordered hours worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any one calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. For the purpose of computing the number of hours worked for overtime, all time during which an employee is in paid status shall be construed as hours worked. Overtime shall not be paid unless a unit member has been caused to work overtime by the District by specific designation, and has been properly authorized to perform such overtime in advance of such work hours.

1. Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all required overtime work.
2. All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day.
3. All hours in excess of eight (8) hours on the sixth (6th) or seventh (7th) consecutive days shall be compensated at double the regular rate of pay for those hours worked in excess of eight (8) hours.
4. Overtime shall be distributed and rotated as equally as is practical among Employees in the bargaining units within each department. The designation, authorization and allocation of any overtime shall rest solely with the District management.

E. Compensatory Time Off: Compensatory time off may be requested and granted in compliance with federal and state law. Upon the employee's request and at the District's discretion, the District shall provide either compensation or compensatory time off at a rate equal to one and one-half (1-1/2) times the regular rate of pay. In order to receive compensatory time off in lieu of overtime as set forth above, the employee must submit a written request to the immediate management supervisor with the Request/Authorization for the overtime hours. If granted, compensatory time may be utilized in increments of up to eight (8) hours per day. Compensatory time shall be taken at a time mutually acceptable to the employee and his/her immediate management supervisor, but may be scheduled by management in accordance with the business needs of the District. Compensatory time shall be used by June 30 of each school year or be paid by the next pay period thereafter.

F. Voting Time Off: If any employee's work schedule does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.

G. Minimum Call-In Time: Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours of pay at the appropriate rate of pay under this Agreement.

H. Call-Back Time: Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work, irrespective of the fact that the actual time worked may be less than two (2) hours.

I. Voluntary Reduction in Assigned Time: An employee may request a voluntary reduction in hours on a permanent or temporary basis. Such a voluntary request must be made in writing to the Superintendent or his/her designee. The decision to grant or deny such a request shall be at the sole discretion of the Superintendent or his/her designee. If a temporary reduction in hours is requested by an employee and granted by the District, the employee shall be restored to his/her original assigned hours at the end of the approved time period.

J. Summer Task Force Provision: Changes in work schedules for the "Custodial Task Force" at the beginning of the summer (on or about the first non-student day) and end of the summer (on or about the last non-student day) shall not be considered as shift changes as provided in this Article for the following classifications:

1. Bus Driver
2. Maintenance Worker
3. Custodian
4. Latchkey
5. Preschool
6. Technology (IT Staff)

K. Professional Development or Training: If an employee is required by the District to attend professional development/training sessions, the employee shall be released from duty without loss of pay at the conclusion of such professional development/training if the work shift ends within thirty (30) minutes or less of return to their work station, or if total time spent on the professional development/training activities is within thirty (30) minutes of total assigned work hours. If an employee is required by the District to attend professional development/training sessions,

the employee shall be paid extra compensation for time spent in professional development/training activities if that time exceeds the normal workday.

L. Nothing in this agreement shall prohibit the District from establishing a ten (10) hour per day, four (4) day per week, work schedule with the concurrence of the affected employee(s) and notice to the Chapter President. For these employees, overtime compensation shall be paid for all hours in excess of the required workday or a work-week of forty (40) hours.

M. Per Ed. Code Section 45137, a classified employee who works a minimum of thirty (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 hours in order to acquire fringe benefits on a properly prorated basis as specified in Ed. Code Section 45136. This provision shall not apply to extra hours offered to, and accepted by, an employee for a special assignment of not more than sixty (60) workdays unless extended by mutual agreement between District and Union.

N. All field trips shall be offered by seniority and rotated equally.

O. When staff is out on extended leave, every effort will be made to obtain a substitute.

P. In the event a work year exceeds two-hundred sixty one (261) days, twelve (12) month employees will be granted an equalization day to maintain two-hundred sixty one (261) day work year. This day will be determined by the District and will be non-compensated.

ARTICLE 10: EMPLOYEE EXPENSE AND MATERIALS

A. Tools and Supplies: The District agrees to provide employees with the necessary tools, equipment, and supplies required by the District for the performance of their duties and to ensure their safety.

B. Uniforms: The District agrees to provide the cost for uniform services for all employees who are required to wear uniforms. If applicable, the District shall determine the type of uniform service to be acquired.

C. All District issued equipment, tools, supplies, uniforms, and keys shall be returned in good condition except for normal wear and tear to the District not later than the last day of work prior to separation from employment or change to a position not requiring such District property. Failure to return District property issued to the employee shall result in a deduction of an amount equivalent to the replacement value of the property from the employee's final pay warrant.

D. Use of Personal Automobile Non Owned Auto Insurance: The District maintains vehicles for the use of its employees while conducting District business. However, when a vehicle is not available, an employee may use his/her personal vehicle upon the approval of his/her immediate supervisor. The District agrees to carry insurance to protect employees in the event that an employee is required to use his/her personal vehicle for District business. Employees using their personal vehicles must possess valid California Driver License and must carry liability insurance as provided by the California Financial Responsibility Act. Proof of Driver License and liability insurance shall be required by the District.

E. Physical Examinations: The District agrees to provide the full cost of any medical examination as a condition of continued employment, including but not limited to the provisions outlined in California Education Code Section 45122 or its successor.

F. Mileage Reimbursement: All employees required to use their own vehicle for work purposes over and above any stipend they regularly receive shall be reimbursed at the established IRS mileage rate. Employees are expected to maintain and submit requests for reimbursement on a timely basis.

G. Meal Reimbursement: Meals will be reimbursed according to District Board policy. Receipts are required and no alcoholic beverage will be reimbursed. If all three meals are approved, the limit is \$40.00 for the day. Individual meals are as follows: Breakfast - \$10.00; Lunch \$10.00; Dinner - \$20.00.

H. Bus Driver License Renewal: The district shall schedule, select and pay the cost of the ten hour renewal training for each bus driver annually.

ARTICLE 11: HOLIDAYS

A. The District shall provide all twelve-month employees with paid holidays on the following days, or on the day(s) designated in lieu for observance of the holiday(s), except as otherwise noted in this Article.

Holiday	10 month	11 month (193+ work days)		12 month	
		Without benefits	With benefits	Without benefits	With Benefits
January 1 – New Year’s Day	X	X	X	X	X
Dr. Martin Luther King, Jr.’s Birthday	X	X	X	X	X
Lincoln’s Birthday	X	X	X	X	X
President’s Day	X	X	X	X	X
Wednesday before Easter		X			
Thursday before Easter		X			
Friday before Easter	X	X	X	X	X
Memorial Day	X	X	X	X	X
Juneteenth				X	X
July 4 Independence Day				X	X
Labor Day	X	X	X	X	X
Veteran’s Day	X	X	X	X	X
Thanksgiving	X	X	X	X	X
The Friday following Thanksgiving	X	X	X	X	X
Christmas Eve	X	X	X	X	X
Christmas Day	X	X	X	X	X
New Year’s Eve		X	X	X	X
Two floating holidays – do not accumulate or roll over to next year.				X	

1. January 1 – New Year’s Day
2. The third Monday in January – Dr. Martin Luther King, Jr.’s Birthday
3. The Friday or Monday closest to February 12 – Lincoln’s Birthday
4. The third Monday in February – President’s Day
5. Friday before Easter
6. The last Monday in May – Memorial Day
7. June 19 – Juneteenth (12 Month Employees Only)
8. July 4 – Independence Day (12 month employees only)
9. The first Monday in September – Labor Day
10. November 11 – Veteran’s Day
11. The last Thursday in November – Thanksgiving
12. The Friday following Thanksgiving – In Lieu of Admission Day
13. December 24 – Christmas Eve
14. December 25 – Christmas
15. December 31 – New Year’s Eve

B. Employees employed for less than twelve-months who are not normally assigned to duty during the common recess period between two school years shall be granted holiday pay for all holidays under section A. above that fall within their regular work year. Employees shall be entitled to a paid holiday for Independence Day in July only if their regular work year includes the workday immediately preceding that holiday.

C. New employees, re-employed former regular employees, and regular employees returning from unpaid leave shall not be entitled to holiday pay for holidays preceding their first workday as new or returning employees.

D. All employees otherwise assigned to work on the above holidays shall be compensated at time and one-half (1 ½) the regular rate of pay in addition to the regular pay.

ARTICLE 12: VACATION

A. Vacation Accrual: After the first six (6) months of employment, unit members shall accrue annual vacation at the regular rate of pay earned at the time the vacation commences as set forth below. Where circumstances warrant, the District, in its discretion, may permit an employee to use vacation time prior to the conclusion of the six (6) month period and prior to actual accrual. The District's determination as to this issue is not grievable.

YearsDays

1 - 512

6 - 1014

11 - 14.....16

15 - 19.....18

20 +20

B. Vacation Schedule: All vacations shall be scheduled and approved by the employee's immediate management supervisor. The scheduling of all vacations shall be within the sole discretion of District management. However, the District will endeavor to schedule vacations at times requested by the employees when scheduling does not interfere with the District's operations, subject to the requirements set forth herein.

C. Vacations shall be scheduled during the year on a first-come, first-serve basis.

D. Approved vacation schedules shall be posted in each department or office on a quarterly basis.

E. If there is any conflict between employees as to when vacations shall be taken, the employee with the greatest seniority shall be given his/her preference.

F. Vacation changes may be made by an employee at any time during the year, subject to the approval of his/her immediate management supervisor. Such vacation changes shall not affect a previously scheduled vacation of any other bargaining unit employee in the same department.

G. Vacation Pay Upon Termination: When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. If at the time of separation from service an employee had been granted, or was paid for, vacation not yet earned, an amount of salary equivalent to the unearned vacation shall be deducted from the employee's final pay warrant.

H. Vacation Carryover: A twelve (12) month bargaining unit member who is not permitted by his/her supervisor to take any portion of his/her annual vacation accrual may choose to cash out up to six (6) days of the unused and accumulated vacation per fiscal year. Any such request must be submitted to the District in writing to the Assistant Superintendent of Fiscal Services by May 30. In lieu of cash out, an employee may carryover a maximum of six (6) accumulated vacation days to the next fiscal year, however, the District reserves the right to cash out up to three (3) of the carryover vacation days (so that the maximum amount of carryover is three (3) days). The carryover days must be used in the next fiscal year and are not accumulated for use in future years.

I. Interruption of Vacation: An employee in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and relevant supporting information regarding the basis for such interruption or termination. The District may allow the employee to have his/her vacation rescheduled in accordance with the schedule available at that time or may allow the vacation to carry over to the following year.

J. Special Circumstances. Special circumstances may exist that may call for an employee's management supervisor to reconsider vacation scheduling on a case-by-case basis. These provisions shall not be construed to require a supervisor to reschedule work already scheduled and/or to break with existing practices.

K. Accrual Credit: On July 1 of each year, each employee shall be credited with his/her annual vacation allowance for the year in accordance with the provisions herein.

Effective July 1, 2016, for ten (10) and eleven (11) month employees only, of the days currently compensated by the District for vacation days per Education Code 45197. All vacation days shall be included in their annual pay calculation. Two vacation days may be utilized by the employee during their regular contracted work year. The employee will not incur a reduction in wages based on the usage of the two vacation days. These two (2) days shall not accrue and shall not be carried over to the following school year. Approval of such days shall comply with the provisions of Article 13B with a minimum five (5) workday day notice to the employee's immediate supervisor.

ARTICLE 13: LEAVES

A. Personal Illness/Injury Leave: Full time, twelve (12) month unit members shall be entitled to twelve (12) days' leave with full pay for each year of service for purposes of personal illness or injury. ("Sick Leave") Unit members who work less than full time or less than twelve (12) months shall be entitled to that portion of the twelve (12) days' sick leave as the number of hours per week or months worked relate to that of a full time, twelve (12) month employee. Such sick leave days shall be credited to the employee on the first day of duty in any school year. Unused personal illness/injury leave days shall be accumulated from year to year with no limitation. If an employee terminates employment with the District and has used unearned sick leave credited above, the used unearned sick leave will be deducted from the employee's final pay warrant.

1. Probationary employees shall not be eligible to take more than six (6) days of credited sick leave until the first day of the calendar month following completion of six (6) months of service.
2. An employee must contact his/her supervisor as soon as the need to be absent is known but no later than one hour prior to the start of the workday to permit the employer time to secure substitute services, if necessary. Failure to provide adequate notice shall be grounds for placing a letter of reprimand in the employee's personnel file and denying such paid leave.
3. Unit members returning to work from sick leave involving three (3) or more consecutive days or multiple sick leaves of any duration involving the same or related illness or condition, may be required to provide a physician's release verifying the unit member's illness and the unit member's fitness to return to service, before the unit member can return to duty. If such an absence or absences occur at the end of a school year, such verification may be required before the unit member may return to duty the next school year. If an employee is required to provide a physician's release pursuant to this Article, the District shall reimburse the employee for the out-of-pocket costs of obtaining the physician's release which are not otherwise reimbursed or compensated under the employee's applicable medical insurance coverage. If the employee does not have applicable medical coverage, the District shall authorize prepayment for such costs of obtaining the physician's release, if so ordered. No additional sick leave shall be charged to the employee who is absent from work for the sole purpose of obtaining a physician's release.
4. If the District has reason to believe that sick leave privileges are being abused, the District may require a physician's verification of the existence of an illness or injury including the specific dates that the employee was ordered to be off work and the date s/he is able to return to work, or the District may order an examination of the employee by a physician of its choice. If the District designates a physician, the District shall reimburse the employee for the out-of-pocket costs of obtaining the physician's verification or examination, which are not otherwise reimbursed or compensated under the employee's applicable medical insurance coverage. If the employee does not have medical coverage, the District shall authorize prepayment for such costs of obtaining the physician's verification or examination, if so ordered. The failure of an employee to comply with this order shall be grounds for discipline and denial of such leave.
5. By October 30 of each year, the District shall provide each employee with a written statement of his/her accumulated Sick Leave balance as of July 1 of that year, and his/her Sick Leave entitlement for the current fiscal year.

B. Long Term Illness Leave: After the current year's earned leave as described above is exhausted, non-accumulated long-term illness leave shall be available for a period not to exceed five (5) school months. This five (5) month period will start on the first (1st) day of illness and run concurrently with all other earned leave, including accumulated sick leave, until such earned leave is exhausted.

1. A treating physician must verify the onset, duration, and nature of any illness or injury for which Long Term Illness Leave is claimed, in writing.
2. Long Term Illness Leave shall be used for personal illness or injury only.
3. Long Term Illness Leave does not accumulate from year to year.
4. An employee shall not be provided more than one (1) five-month extended illness leave period per illness or injury. However, if a school year terminates prior to the exhaustion of the five-month period, the employee may take the balance of the five-month period in the subsequent school year for the same illness or injury.

5. Employees on approved long term illness leave are required to keep the District advised on a regular monthly basis as to the status of the extended leave. Such notification shall be provided to the Personnel Office no later than the last day of each month during the time period the employee is on the extended leave.

6. Not later than 2:00 p.m. on the workday immediately prior to the date of return to work from a long-term illness leave, the employees shall furnish to the Personnel Department a written release from his/her treating physician. Return to duty with any restrictions limiting full, regular duty shall be subject to agreement by the District and the employee.

C. Personal Necessity Leave: Unit members may utilize the above personal illness/injury leave provided, not to exceed seven (7) days, for the purpose of personal necessity. Such leave shall be granted for the following reasons:

1. Death of any member of his/her immediate family when additional leave is required beyond that provided under Bereavement Leave.
2. Accident involving his/her person or property or the person or property of his/her immediate family.
3. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or order made with jurisdiction, not brought about through connivance or misconduct of the employee.
4. Such other reasons which may be prescribed by the Governing Board or under the discretion of the Superintendent where the employee is required to conduct or tend to personal, business or family obligations which are of significant importance and may not reasonably be taken care of outside of working hours. Matters for which scheduling is within the control of the employee shall not be deemed to be appropriate for such leave.
5. The term "immediate family" as used in this Section shall be the same as that listed under Section C, 9, herein.
6. Under no circumstances shall such leave be utilized for the purpose of extending a holiday, weekend, a vacation period, for recreational activities, or for matters which can reasonably be taken care of outside the work hours.
7. Personal Necessity Leave requests shall be submitted in writing to the employee's immediate management supervisor on the appropriate forms provided by the District at least forty-eight (48) hours in advance, and are subject to approval. Only for unforeseen circumstances shall this forty-eight (48) advance notification requirement be waived. The specific reason for the request shall be stated for each absence request, including the specific nature of personal compelling reasons. In the interest of District/department efficiency and time required to secure substitute employees, employees who have foreseeable leave needs are encouraged to submit requests as far in advance as practicable. Upon receipt of a leave request, District supervisors will promptly respond to the requesting employee within a reasonable amount of time.
8. Personal Necessity Leave requests shall ordinarily be approved but may be denied for good and sufficient reasons which shall be stated by the immediate management supervisor.
9. For purposes of this Article, "immediate family" means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee; spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law of the employee; or any relative living in the immediate household of the employee.

D. Family Medical Leave: All leaves covered by this Agreement that also meet the requirements of the Federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA) shall be simultaneously and concurrently applied and counted against the requesting employee's entitlement under the FMLA and/or CFRA. In other words, all leaves of absence simultaneously subject to the FMLA and/or the CFRA shall commence and run concurrently with such other applicable leaves provided under this Agreement. In addition, for purposes of the FMLA and the CFRA, the 12 month period of entitlement to such leave shall be computed as a rolling 12 month period measured backwards from the date the employee uses such leave. In the event of any conflict between this Agreement and the District's Family Leave Policy, the District's Policy shall prevail.

1. Employees utilizing such leave must submit, with the request for such leave, a statement from the treating physician which includes the date the health condition commenced or will commence, the probable duration of the condition, the need for the employee's care for the individual, and the estimated length of time the employee's care is needed. The District may require, at the District's expense, a second and, if necessary, a third medical opinion.
2. Except in emergencies, all requests for Family Medical Leave must be submitted at least thirty (30) calendar days in advance. All requests are subject to verification of need. The specific starting and ending dates of the leave shall be coordinated with the needs of the District and are subject to approval by the Superintendent.
3. Employees shall exhaust accrued vacation and compensatory time off before using such leave.

E. Pregnancy Disability Leave: A classified employee, upon the recommendation of her doctor, may use accumulated

sick leave during the time she is disabled because of pregnancy childbirth miscarriage and recovery there from.

F. Leave for Adopting a Child: An employee may take up to ten (10) days of unpaid leave for the purpose of adopting a child.

G. Unpaid Maternity Leave: An employee may request unpaid leave of absence for up to twelve (12) months to care for a newborn or newly adopted child, provided that the employee gives written notice to the District of the intent to take such leave not later than thirty (30) days prior to the commencement of the leave and that the employee provides the District with verification of the birth or adoption of a child at the time of the request for such leave. Approval of such leave shall be on a case-by-case basis based upon the needs of the District.

H. Child Care Leave: An employee may request an unpaid Child Rearing Leave of up to twelve (12) months to care for a child other than a newborn or newly adopted child. A written request to take such leave shall be submitted to the District one (1) month prior to the expected commencement of the leave. The employee is required to give the District at least four (4) weeks' notice prior to the anticipated date on which the leave is requested. Such leave, at the discretion of the District, may be extended.

I. Bereavement Leave: Employees shall be granted paid leave, not to exceed three (3) days, or five (5) days if travel is required beyond five hundred (500) miles round-trip, on account of the death of any member of the employee's immediate family. The District may require proof of the distance to be traveled. For purposes of this Article, "immediate family" means the grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law of the employee; or any relative living in the immediate household of the employee. Employees shall receive five (5) days paid leave, regardless of travel for mother, father, spouse, son, or daughter.

J. Jury Duty: Employees shall be entitled to as many days of paid leave as are necessary for appearances as a juror before any duly convened court of law.

1. A copy of the jury summons shall be attached to the request for leave.
2. If the employee receives any juror's fees while on leave under this provision, such fees less mileage fees shall be remitted to the District.
3. Employees shall verify the need for appearance as a juror by calling the evening before the appearance is scheduled. If an employee fails to do so and his/her presence is not needed, paid leave will not be granted.
4. Any employee who is granted jury duty leave shall only be required to work that portion of remaining hours which, when added to the number of jury duty hours served, equals his/her regularly assigned workday.
5. Employees who fail to remit juror fees shall have the amount due the District deducted from their pay warrant.
6. A copy of the jury verification form received from the court shall be submitted to the business office upon release from jury duty in order to be paid for such leave.

K. Maintenance of Benefits While on Unpaid Leave of Absence: Except as provided under this Article, employees on approved unpaid leaves of absence shall be entitled to maintain their health insurance benefits at their own expense by payment to the District of the total monthly premium amount for all eligible coverage by the due date established by the District. Employees who elect to discontinue medical group insurance plan coverage during a leave of absence may be subject to exclusions or limitations of coverage for medical conditions pre-existing the time they rejoin the medical group insurance plan, as defined by the insurance provider(s).

L. Sick Leave Donation: Unit Members may donate unused sick leave to another unit member when that unit member suffers from a catastrophic illness or injury pursuant to Board Policy 4261.9, the terms of Administrative Regulation 4261.9, the collective bargaining agreement between the District and the classified unit and Education Code section 44043.5.

1. For the purposes of Sick Leave Donation, "Catastrophic illness or injury" shall mean an illness or injury:
 - a. That is expected to incapacitate the receiving employee for an extended period of time in excess of 15 work days beyond the employee's paid leave entitlement; and
 - b. Which would create a financial hardship for the receiving employee because he or she has exhausted all of his or her sick leave and other paid time off.
2. Sick leave may be donated by one employee to another employee, as set forth above, subject to the following requirements:
 - a. Recipient Employee: In order to receive donated sick leave from other unit employees under this provision an employee must:

- i) Submit a written request to receive donated leave pursuant to this section.
- ii) Verify the existence of a “catastrophic illness or injury” as defined above. An employee must provide written medical verification of the catastrophic illness or injury from an appropriate licensed health care provider. The District, in its discretion; may require a second medical opinion from a licensed health care provider of its choice.
- iii) Verify the exhaustion of all sick leaves and other paid time off.
- iv) Be in unpaid status and must be unable to return to work at the time of the donation.
- b. Donor Employees In order to donate sick leave to another employee pursuant to this section an employee must:
 - i) Submit a written authorization to donate his/her sick leave to a properly designated eligible employee, identifying the receiving employee and the number of sick leave days to be transferred to the receiving employee.
 - ii) Have at least 15 days of accumulated sick leave.
- c. An employee may only donate a maximum of three (3) days accumulated sick leave to a designated eligible employee. Sick leave donations shall be deducted and credited at a minimum of eight (8) hours, and in hour increments thereafter.
- d. The fact of the donation and the identity of the donor and recipient shall be a confidential personnel matter.
- e. Sick leave donations pursuant to this provision shall be deducted from the donor’s account and credited to the recipient’s account. Such donations shall be unconditional and irrevocable. An employee who donates his or her sick leave pursuant to this provision shall lose all rights or entitlement to that sick leave whether or not the donated sick leave is used by the recipient employee;
- f. Donated sick leave will be credited between the first and the fifth of each month, and any donations made after the fifth of any given month will be credited at the beginning of the following month.
- g. Donated sick leave shall thereafter be treated for tax, STRS, PERS, and other purposes as though such leave had been earned by the recipient.
- h. Donated sick leave may be applied to the first day of unpaid status as set forth herein.
- i. For all donations under this provision, there shall be no adjustment made for differences in individual salary between the donor and recipient. Thus the recipient will receive his or her regular daily salary for each sick leave day donated, regardless of whether the donor’s salary is greater or less than the recipient’s salary.
- j. Exhaustion of all sick leave as described herein includes all accumulated sick leave, all other accrued paid leave, and all sources of payment, including Worker’s Compensation benefits.
- k. Any leave provided under the State of Federal Family Leave Acts shall run concurrently with any other paid leave.
- l. Any sick leave donation made pursuant to these provisions shall be final and binding. There shall be no remedy within the District for an alleged right to recover donated sick leave.
- m. An employee may not use donated sick leave credits for a period exceeding twelve (12) consecutive months. An employee who receives donated leave pursuant to this provision shall use any leave credits he or she continues to accrue on a monthly basis prior to using donated leave.

ARTICLE 14: VACANCIES, TRANSFERS, REASSIGNMENTS AND PROMOTIONS

A. Definitions

1. Vacancy: A vacancy is defined as a position within the bargaining unit which becomes open and available to be filled through the occurrence of a resignation, release, termination, retirement, death, promotion, reassignment, or transfer, or a position within the bargaining unit that is newly created.
2. Transfer: A transfer is defined as a permanent change in work site or shift where the employee remains in the same job classification.

3. Reassignment: A reassignment is defined as a change in a position within the same classification, with no change in hours, at the same work site.
4. Promotion: A promotion is defined as the permanent movement of an employee from one job classification to another job classification of a higher range.
5. Seniority: For the purposes of this Article, seniority is determined unit-wide based upon the unit member's initial date of contracted service with the District.

B. Notice of Vacancies

1. The District shall determine in all cases whether or not to declare that a vacancy exists and when it shall be filled.
2. During the instructional school year, the District shall deliver to the Association Chapter President, post work sites, and send an e-mail to classified staff a notice of all vacancies which are declared as they occur. Each notice shall contain the following:
 - a. A closing date, which is at least five (5) working days following the posting date.
 - b. A job title and job description.
 - c. The minimum qualifications, education/experience and knowledge/skills required for the position.
 - d. The salary for the position.
3. When a vacancy occurs outside the instructional year, the Association Chapter President and unit members will be notified via District e-mail only.
4. No assignment to fill a vacancy shall be made until after the closing date.

C. Voluntary Transfer/Reassignment/Promotion

1. A qualified employee may submit a request for transfer/reassignment/promotion subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article.
 - a. A request for transfer/reassignment/promotion shall be submitted to the District's Personnel Department on a form provided by the District.
 - b. A request for transfer/reassignment/promotion may be withdrawn at any time by an employee's written request.
 - c. Unless withdrawn, requests for transfers/reassignments/promotions shall be maintained on file for one year from the date the request was submitted to the District Personnel Department or July 1st of the following school year whichever is longer.
 - d. An employee's request for a transfer/reassignment/promotion shall not prejudice his/her present position.
2. An employee shall be deemed qualified to request a transfer, reassignment or promotion if the employee has attained permanent status in the District, his/her most recent performance evaluation is satisfactory or better, their attendance as indicated on their performance evaluation is rated satisfactory, and he/she meets the minimum qualifications for the position in question.
3. Vacancies shall be filled by the most qualified applicant available. If two (2) or more unit members apply for a vacancy and are deemed equally qualified for the position, the unit member with the greatest seniority shall be assigned to the position. In considering whether employees are equally qualified, the District shall consider factors including, but not limited to, relevant work experience, relevant job duties, relevant training, relevant education and satisfactory work history with the District. Decisions to transfer, reassign or promote employees are the sole discretion of the District.
4. If an employee's request for voluntary transfer/reassignment/promotion is granted, the employee must accept the offer within twenty-four (24) hours of notification. If the employee fails to respond to the offer within twenty-four (24) hours of notification, or the District is unable to reach the employee by phone within two (2) workdays, the offer shall be deemed rejected by the employee and thereby, the offer shall be revoked.
5. If a unit member's request for a voluntary transfer/reassignment/promotion is denied, the employee, upon request, shall be granted a meeting with the management employee who denied the request to discuss the reasons for the denial. Following the meeting the employee may request and shall receive written reasons for the denial.

D. Involuntary Transfer/Reassignment

1. The District will reasonably attempt to make all transfers/assignments on a voluntary basis. However, the District may involuntarily transfer/reassign employees, prior to posting vacancies, when the Superintendent or designee determines that the transfer or reassignment is in the best interest of the District.
2. If an employee is involuntarily transferred/reassigned, the employee shall be given five (5) days' notice, unless such notice is administratively impossible and if so, as much notice as is possible shall be given.
3. In the event of extenuating circumstances (such as unexpected illnesses/or emergency, etc.) the employee may be reassigned with 24 hours' notice or less.
4. If an employee is involuntarily transferred/reassigned; upon request, shall be granted a meeting with the management employee who made such a determination to discuss the reasons for the transfer/reassignment. Following the meeting the employee may request and shall receive written reasons for the transfer/reassignment.

E. New School transfers:

1. All openings will be posted "in-house" first allowing current employees an opportunity to request a position at the new school site. The remaining vacancies will be posted outside the district.
2. The transfer language shall be in full effect for staffing new schools with the addition of seniority to be utilized as the tie-breaker in the event that all other qualifications are equal between employees.
3. Least to greatest seniority will be utilized in the event that the district may need to involuntarily transfer current employees to properly staff the school.

ARTICLE 15: CLASSIFICATION, RECLASSIFICATION, PROMOTION AND ABOLITION OF POSITIONS

A. Placement in Classification: Every position recognized by this agreement shall be placed in a classification.

B. New Position or Classes of Positions: All newly created classified positions or classes of position, except as otherwise provided for in this Agreement, shall be assigned to the bargaining unit.

1. Upon initial employment and upon each change in classification thereafter, an employee shall receive a copy of his/her job description, class specification, salary data, and work assignment.
2. The District shall notify the Union, through Board minutes, of newly hired bargaining unit employees, their classification, and their work location.

C. Salary Placement of Reclassified Positions:

1. An employee whose position is reclassified to a higher classification due to the gradual accretion of higher level duties and responsibilities shall be entitled to the lowest step in the higher range which exceeds the employee's rate of pay.
2. An employee whose position is reclassified to a lower classification shall be y-rated until such time as the assigned class has a maximum salary rate which is equal to or higher than the employee's existing rate of pay.

D. Salary Placement of Promoted Employee: An employee who is promoted to a higher classification is entitled to the lowest step in the higher range which exceeds the employees current rate of pay.

E. Incumbent Rights: When a position is reallocated to a new or different classification as a result of re-titling such that the actual duties, responsibilities, nature and scope of the position will be substantially the same as the incumbent had been performing, the incumbent shall be granted the same status in the new or different class as was held in the old class.

1. Abolition of a Position or Class of Positions: If the District abolishes a position or class of positions, it shall notify the Union in writing concurrent to notices being mailed to employees with respect to the abolition of said position(s).

ARTICLE 16: LAYOFF, REEMPLOYMENT, AND SEPARATION

A. Layoff: A lay off is generally defined as the elimination of a classified position due to a determination by the District of the existence of a lack of work and/or lack of funds.

B. Reduction in Hours: A reduction shall be defined to include any reduction in regularly assigned time or work year. The decision and effects of reductions shall be negotiated in conformance with the law. For all other purposes pertaining

to reductions, such matters as employee notice, order of layoffs and bumping, shall be treated in the same manner as layoffs under the provisions of this Article.

C. Seniority: For the purpose of this Article, seniority shall be based on the employee's initial date of contracted service in the District. However, breaks in service (other than for military service) shall not count toward an employee's seniority date.

D. Compliance with Education Code: In implementing any layoff or reduction in hours, the District shall comply with Education Code Sections 45114, 45115, 45116, 45298 and 45308 and other applicable code sections, and corresponding decisions of courts of appropriate jurisdiction. Where applicable and to the extent permissible by law, the provisions of this Article shall supersede those of the Education Code.

E. District Determination: The District has the sole and exclusive right and discretion to determine whether to implement a layoff and which classification or classifications shall sustain a layoff. Such decisions are not negotiable or grievable under this Agreement. The Union shall have the right to negotiate and make proposals regarding the effects of any layoff to the extent not covered by this Article.

F. Notification of Union: The District shall attempt to notify the Union of a pending layoff or reduction in hours not less than ten (10) days prior to notices being mailed with respect to the layoff or reduction in hours, when reasonably foreseeable. Such notice shall inform the Union of the number and types of position(s) recommended for layoff or reduction in hours and the reasons for doing so.

G. Notice to Employees: Except for classified positions of a specially funded program, the District shall notify in writing the affected employee(s) at least sixty (60) days before the effective date of the scheduled layoff or reduction in hours. This notification requirement shall be satisfied with proof of service, either in person, or to the employee's last known address on file at the District Personnel Department. Employees in specially funded positions to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30 the notice shall be given not less than 60 days prior to the effective date of their layoff.

H. Order of Layoff: The order of layoff shall be based on seniority as set forth above.

1. An employee with the least seniority within the class plus higher classes shall be laid off first.
2. If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the earliest hire date with the District and if that were equal, then the determination shall be made by lot.
 - a. If necessary, the District and the Union shall meet to determine the lots assigned to each employee within classifications as soon as practical on a date mutually agreed to by the District and the Union.
 - b. The Union president or his/her designee shall draw for the employees in question.
 - c. The drawing of lots shall establish permanent ranking of seniority for the employees involved in the lot draw within that classification.
3. In the event of a dispute over the order of layoff, District and Union shall attempt to resolve the dispute prior to the effective date of the layoff. However, such disputes shall not prevent or delay the District's right to process and effect layoffs in a timely manner.

I. Bumping Rights: Employees in classifications affected by a layoff have the right to "bump" junior employees in the same classification or in any lower classification in which they have previously served. An employee who is notified of a proposed layoff from his/her present class or reduction in hours shall be given a listing of all positions for which he has "bumping" rights and a notification whether or not he/she is eligible for retirement. An Employee shall have five (5) working days from the date of notice of proposed layoff or reduction in hours to exercise any "bumping" rights.

1. An employee who is "bumped" as a result of a layoff or reduction in hours shall be given the opportunity to bump into lower classes in which he/she has served and has greater seniority, in order to avoid a layoff or reduction in hours. An employee who is bumped as a result of a layoff or reduction in hours shall have the right to be notified of this right accordingly.
2. An employee who is bumped into a lower classification shall be placed at the salary step closest to the current rate of pay. The placement shall be made within the lower classification step which most closely approximates their current rate of pay without a pay reduction but only up to the highest step in the lower classification.

J. Reemployment Rights: Employees who are laid off are eligible for reemployment in the class from which they were laid off or higher classifications for which they have served for a period of thirty-nine (39) months and shall be reemployed in the reverse order of layoff.

1. Employees who are laid off shall be offered the first vacant position for which they are qualified providing they have worked in the appropriate classification series, and no other person has statutory reemployment rights to that position.
2. Employees who are laid off shall be notified of applicable vacancies by certified mail sent to the last address given the District by the employee. A copy of said notice shall also be sent to the Union. This shall acquit the District of any further notification responsibility.
3. All vacancies in the classification(s) served by employees on the layoff reinstatement list shall be offered to those employees, from greatest to least seniority order, before new employees can be hired to fill said vacancies.
4. Within five (5) workdays following the posting (by certified mail) of the reemployment notice referenced in paragraph 2, an employee on the layoff reinstatement list shall notify the District of his/her intent to accept or refuse reemployment to the applicable vacancies. An employee's failure to do so shall waive any right to further reinstatement.
5. An employee on the layoff reinstatement list who declines reemployment to a vacancy in the classification(s) served by that employee shall waive any right to further reinstatement.
6. An employee who accepts a position lower than his/her highest former class shall maintain his/her original thirty-nine (39) month right to reinstatement to the higher paid position.
7. Employees who are laid off shall not accrue seniority during the 39-month reinstatement period.
8. Employees who are laid off shall have the right to apply for promotional positions within the filing period specified in a job announcement.

K. Retirement in Lieu of Layoff: Any eligible employee may elect a service retirement in lieu of layoff or reduction in hours.

L. Voluntary Reduction in Hours or Demotion in Lieu of Layoff: Upon request, the District may permit an employee to voluntarily reduce his/her hours or voluntarily demote to another position, in lieu of layoff. This determination shall be conveyed to the Union prior to its implementation. Employees who accept voluntary reductions in hours or demotions in lieu of layoff retain reemployment rights into their former classifications for an additional period of up to 24 months

M. Seniority Roster: The District shall maintain an updated seniority roster indicating employees' class seniority, and date of hire. The District shall automatically provide an updated seniority roster to the Union once during each school year, and upon request.

ARTICLE 17: GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A grievance is defined as an alleged violation, misapplication, or misinterpretation of the specific provisions of this Agreement that has adversely affected an employee or class of employees.
2. Grievant: A grievant is defined as any District employee in the unit or the CSEA Association itself covered by this Agreement who files a grievance.
3. Representative: A representative as used in this Article shall mean Union officers or designees authorized by the Union and the grievant to participate in the grievance procedures.
4. Day: A day as used in this Article shall mean any day on which the District Office is open for business.
5. Immediate Management Supervisor: The immediate management supervisor shall mean the lowest level member of District Management having immediate supervisory authority over the grievant.

B. The District and the Union agree that efforts will be made by the District, the Union and the individual grievants to settle grievances at the lowest possible level.

C. The filing of a grievance shall not be construed as reflecting unfavorably upon an employee's good standing, performance, or loyalty or value to the District. Employees, employee representatives, and all other persons involved in the presentation of a grievance shall be free from restraint, interference, coercion, discrimination, or reprisal.

D. Failure by the District to adhere to the applicable deadlines of this Article shall constitute the right for the aggrieved to appeal automatically to the next step (higher level). Failure of the employee to adhere to the applicable deadlines of this Article shall constitute the employee's satisfaction with the District's decision at that level and waiver of any right to further review or appeal. However, nothing prevents the parties from extending the dates by mutual written agreement.

E. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her management supervisor.

F. An employee whose presence is necessary during his/her working hours at any meeting, conference, or hearing required by this procedure shall, upon reasonable notice to his/her immediate management supervisor, be released without loss of pay.

G. A grievant may terminate his/her grievance at any time by giving written notice to the District.

H. The failure of a grievant to attend scheduled meetings to discuss or hear the grievance, or to provide requested information at the grievant's disposal relating to the subject matter of the grievance shall be deemed a termination of the grievance by the employee. The District shall be required to give written notice of such termination to the employee.

I. A grievant has the right to representation at any step of the grievance procedure. The grievant, however, shall be present at each step of the grievance procedure.

1. Grievance Step 1: Any employee who believes s/he has a grievance shall present the concern verbally to the immediate management supervisor within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. The failure to do so by the employee renders the grievance null and void. In response, the Supervisor shall review the matter and attempt to resolve the concern at that stage. The Supervisor shall respond verbally to the grievant no later than five (5) days after the presentation of the grievance at this step.

2. Grievance Step 2: If the concerns referenced in Step 1 are not resolved during the Step 1 discussion or by the immediate management supervisor's verbal response, and the employee wishes to pursue the matter, the employee shall present the grievance in writing to the immediate management supervisor within five (5) days from the verbal response given by the Supervisor or, if no response is given, within ten (10) days from the date of the presentation of the level 1 grievance to the Supervisor. The written grievance shall include:

- a. A description of the specific facts of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
- b. A listing of the specific provisions of this Agreement which are alleged to have been violated or misapplied or misinterpreted;
- c. A statement as to why the Supervisor's proposed resolution or decision is unacceptable; and
- d. A statement of the specific actions requested of the District which will remedy the grievance.

3. Grievance Step 3: If the employee is not satisfied with the disposition of the grievance at Step 2 or if no response was given at step 2, the employee shall present the grievance in writing to the Superintendent or designee within five (5) days from the step 2 response. If no response is given at step 2, the step 3 grievance must be filed within ten (10) days from the date of the filing of the step 2 grievance with the Supervisor. Within five (5) days from the receipt of the step 3 grievance, the Superintendent or designee shall meet with the employee and shall indicate a disposition of the grievance in writing within five (5) days of such meeting and furnish a copy thereof to the Union and to the grievant.

4. Grievance Step 4: If the employee is not satisfied with the disposition of the grievance at step 3, the grievant may appeal the decision to the Governing Board by noticing the Superintendent of such an intent no later than five (5) days after receipt of the step 3 response. The District's Governing Board shall hear the grievance at the next regularly scheduled Board meeting and provide a written disposition within five (5) days from the date of the Board meeting. The Board's decision shall be final.

ARTICLE 18: DISCIPLINARY ACTION AND HEARING

A. Disciplinary Action Defined: For the purposes of this Article, a disciplinary action shall be defined as a demotion, suspension without pay, reduction in pay step or class (not resulting from a layoff), or dismissal of a permanent classified employee.

B. Disciplinary Action For Cause: A permanent classified employee may be subject to disciplinary action as defined herein, by the Superintendent or his/her designee, for cause as provided in Section C. of this Article; provided, however,

that such disciplinary action shall not be effective until written charges are filed and served upon the employee and the District has taken action as herein provided.

C. Grounds for Disciplinary Action of Permanent Classified Employees: One (1) or more of the following causes shall be grounds for disciplinary action as to any permanent classified employee.

1. Incompetence or inefficiency in the performance of the duties of his/her position.
2. Inability to perform assigned duties due to failure to meet or retain job qualifications (including, but not limited to, failure to possess required licenses, failure to pass required tests).
3. Insubordination (including, but not limited to, refusal to do assigned work).
4. Carelessness or negligence in the performance of duty or in the care or use of District property.
5. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
6. Creating a hostile or unprofessional working or learning environment for others.
7. Verbal or physical threats, or intimidation, of others.
8. Physical assault or battery.
9. Dishonesty.
10. Drinking alcoholic beverages on the job or reporting for work while intoxicated, or with evidence of alcoholic intake that would be offensive to his/her presence at work.
11. Addiction to the use of narcotics or a restricted substance, use of narcotics or restricted substances while on the job, or reporting to work while under the influence of a narcotic or restricted substance.
12. Personal conduct unbecoming an employee of the District while on duty.
13. Engaging in political activity during assigned hours of employment.
14. Conviction of any crime involving moral turpitude.
15. Conviction of a sex offense as defined in California Education Code, Sections 44010 and 45123.
16. Conviction of a narcotics offense as defined in California Education Code, Section 44011.
17. Absence without leave or abandonment of position.
18. Repeated tardiness.
19. Abuse of leave privileges.
20. Excessive absenteeism.
21. Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.
22. Persistent violation or refusal to obey safety rules, regulations made applicable to public schools by the governing board or by an appropriate federal, state, or local governmental agency.
23. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
24. Willful or persistent violation of the California Education Code, Board Policies, or Administrative Regulations of the District after the employee has received a copy of such.
25. Any willful conduct tending to injure the public services.
26. Advocacy of overthrow of federal, state, or local government by force, violence, or other unlawful means.
27. Membership in the Communist Party.
28. Determination that employee is a sexual psychopath in accordance with Education Code Section 45124.
29. Unlawful discrimination or harassment of any students, employees or citizens of the District.

D. Notice of Proposed Disciplinary Action to Permanent Classified Employees: Notification to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or

when it is deposited in the United States Certified Mail, postage prepaid and addressed to the last known address of the employee. The notification to the employee and a copy to the Union Chapter President shall contain the following:

1. A statement of the specific acts and omissions upon which the disciplinary action is based;
2. A statement of the cause for the action taken;
3. If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;
4. A statement of the action recommended to the Governing Board;
5. A statement that the employee has a right to a hearing on such charges if demanded within five (5) days after service of the notice to the employee;
6. A card or paper, the signing and filing of which with the District shall constitute a demand for hearing and denial of all charges.

E. Immediate Suspension: The Superintendent or Designee retains the right to immediately suspend an employee with pay pending a Board hearing on such disciplinary matters when the Superintendent or designee finds that it is in the best interests of the District. If the Superintendent or designee determines that, pending a Board hearing, an immediate suspension with pay is in the best interests of the District, the Notice of Charges provided to the employee shall include a statement to this effect. Except as notified otherwise, any employee against whom a disciplinary recommendation has been issued shall remain on active duty status and be responsible for fulfilling the duties of the position pending a hearing on the charges.

F. Hearing on Disciplinary Action as to Permanent Classified Employees: Not less than five (5) workdays after receipt of a demand for a hearing by a permanent employee who has been given notice of a proposed disciplinary action, a hearing shall be scheduled by the District. The District's Governing Board shall conduct the hearing or have the facts heard by a hearing officer who shall make findings of fact and a recommendation to the Board. If the District elects to utilize a hearing officer, the hearing officer will be selected from a list of potential hearing officers provided by the District to the Association. If an agreement cannot be reached as to an acceptable hearing officer, the District's Governing Board shall select the hearing officer. The Board or hearing officer shall hold a hearing at a time and place designated by the Board or hearing officer. The employee shall be given at least five (5) days written notice of the time and place of a hearing. The employee and the school administration shall be afforded equal opportunity to present evidence at the hearing. If a hearing officer is utilized, the hearing officer shall render written findings of fact and a recommendation within fifteen days of the hearing, which shall be conveyed to the Governing Board. In either case, the Governing Board's shall address the charges and render a written decision no later than the next regularly scheduled Board meeting after the hearing is held. The Governing Board's determination shall be final and conclusive.

G. Waiver of Hearing on Disciplinary Action of Permanent Classified Employees: If the employee fails to make a timely request for a hearing, the Governing Board shall act upon such charges without a hearing and without notice to the employee of the time and place of the Board's meeting to act on the charges.

H. Warnings, Directives, Reprimands and Suspensions With Pay: The parties specifically exclude verbal and written warnings, reprimands, directives and suspensions with pay from the definition of disciplinary action set forth above. Nothing in this Article shall require the above referenced due process procedures for verbal or written warnings, directives or reprimands or suspensions with pay.

1. Nothing in this Article shall require the District to issue verbal or written warnings, directives or reprimands, or suspensions with pay prior to undertaking disciplinary action as set forth above as to an employee for cause.
2. Upon request, the District shall furnish to the Union a copy of any formal letter of warning, directive or reprimand issued to an employee if the employee consents in writing to the release of the document to the Union.

I. Probationary Employees: At any time prior to the expiration of the probationary period, the Governing Board may, at its discretion, dismiss a probationary classified employee from the employment with the District. A probationary employee shall not be entitled to a hearing or any other form of due process in such circumstances.

ARTICLE 19: HEALTH AND WELFARE BENEFITS

A. Health and Welfare Benefits Coverage: The District shall provide health and welfare benefits to qualified and eligible employees and their eligible dependents as follows:

1. Medical Insurance: A SISC Medical Program. The benefits of the plan shall fully conform to specifications presented to and agreed upon by the Union during negotiations leading to agreement on this provision.

2. Dental Insurance: Delta Dental provided through SISC. Employee shall make selection of offered plans for eligible employees and dependents.
3. Vision Insurance: A Vision Plan for the employee and eligible dependents, paying for authorized service on the basis of a schedule for eye examination, prescription lenses, and frames.
4. Life Insurance: Employees covered under the Medical, Dental, and Vision shall also have a \$50,000.00 Life Insurance Policy.

B. Qualified Bargaining Unit Members: A qualified employee is defined as a current employee hired as a regular employee and regularly employed for at least 7.0 hours per day, five (5) days per week, as a regular employee.

C. Excess Costs: Effective January 1, 2024 the District's contribution toward health and welfare benefits shall be \$13,426.20 per qualified and eligible employee. If the total cost of health and welfare benefits exceeds the district maximum annual contribution per employee in any given fiscal year, the excess cost per month shall be deducted from the employee's monthly salary. Monthly payroll deductions shall begin with the pay warrant of the month in which total monthly health and welfare benefit plan cost exceeds the maximum monthly District contribution.

D. Suspension of Medical Group Insurance during Leave of Absence. Employees who elect to discontinue medical group insurance plan coverage during an unpaid leave of absence will be subject to the same exclusions and limitations as new employees with regard to medical conditions pre-existing the time they rejoin the medical group insurance plan.

E. An eligible dependent as referred to in this Article is defined as meeting the eligibility requirements of the carrier as determined by the District.

ARTICLE 20: PAY AND ALLOWANCES

A. The 2023-24 Salary Schedule is included in this agreement as appendix A. Employees who are qualified for range and/or longevity advancement will be provided with applicable salary increase(s).

B. Any employee who substitutes within their own classification shall be paid at their own regular rate of pay.

C. Differential Pay: Evening custodians shall receive an additional \$0.75 per hour except when the schedule for evening custodians changes to day shift during summer, holidays, etc..

D. Placement: All new employees shall be placed on the salary schedule in a uniform manner. All new employees shall receive one step credit on the salary schedule per one-year experience in a similar job classification for steps 1-4; six (6) years of similar experience for placement at step 5; and eight (8) years of similar experience for placement at step 6.

E. Step Advancement: Employees shall advance one step for each year of service to the District up to step 7. Employees shall advance one step on the salary schedule on July 1 if they were in paid status in during July 1 – December 31 of the previous fiscal year.

F. Frequency: Employees shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

G. Longevity Pay:

1. Longevity compensation shall be paid at the rate set in the table below, prorated for the number of days worked if less than 12 months. Compensation for longevity shall be paid in equal monthly installments according to the number of months the employee is contracted to work.

Years of Service	Annual Longevity Rate
6-9	\$125.00
10-14	\$250.00
15-19	\$500.00
20 +	\$1000.00

H. Authorized Deductions: Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Union and the District.

I. Effective February 1, 2010 Latchkey Aide employees would receive a 50% discount on the full Latchkey program tuition rate as space is available in the program. All others required to pay in full would have priority to enroll in the program first.

J. **On-Call Bus Driver Stipend:** For a limited number of classified employees who work within the District and who serve in classifications other than Bus Driver, but who are willing to obtain the required training and licenses to operate a school bus and serve as an on-call bus driver as needed, the District will pay a stipend of One-Thousand Dollars (\$1,000) per year to each employee to be paid monthly on a prorated basis. The number of On-Call Bus Drivers needed and eligibility of the individual shall be evaluated and determined by the District on an annual basis at the commencement of each year.

1. Employees receiving the monthly bus driving stipend for being an On-Call Bus Driver shall be required to perform bus driver duties during their regular contract work times upon request by the District. An employee who refuses to perform bus driver duties during their regular contracted work times is subject to being removed from the On-Call Bus Drivers list.
2. Employees receiving the On-Call Bus Driver stipend may perform bus driving duties outside their regular work schedule.
3. When performing bus driving duties, an employee shall be compensated at the lowest step on the higher range which exceeds the employee's rate of pay.
4. Employees receiving the On-Call Bus Driver stipend may be required to modify their regular start/stop times to cover bus driving duties.
5. The availability and number of monthly bus driving stipends shall be at the District's discretion and the District reserves the right to remove On-Call Bus Driver stipend(s) at any time and based on District need. The District shall notify CSEA of any proposed changes to the availability of bus driving stipends.

K. Stipends:

Position	Annual Stipend
Lead Maintenance II	\$1000.00
On-Call Bus Driver	\$1000.00 Per Article 20 J

ARTICLE 21: SEVERABILITY

A. Savings Clause: In the event there exists any applicable law, rule, regulation, or order issued by governmental authority, or final judgment of a court of competent jurisdiction, which deems any provision contained herein invalid, all other remaining provisions shall remain in full force and effect.

B. Replacement for Severed Provisions: In the event a provision contained herein be deemed invalid as described in "A" above, the District and the Union shall meet within thirty (30) days to negotiate a successor provision provided the subject matter is within the scope of collective bargaining as defined by the Educational Employment Relations Act (EERA) and the Public Employment Relations Board (PERB).

ARTICLE 22: EFFECT OF AGREEMENT

A. The duration of this Agreement is July 1, 2021 through June 30, 2024

B. It is the intent of the parties that this Agreement set forth the full and entire understanding of the parties regarding all matters set forth herein, and any prior or existing understanding or agreements by or between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety.

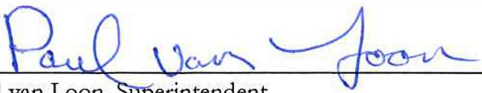
C. Unless otherwise specifically provided herein, it is agreed and understood that each party hereto voluntarily waives and unqualifiedly relinquishes its right to meet and negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein.

D. The District and/or Union may reopen negotiations for the 2022/23 and/or 2023/24 school years over Pay and Allowances (Article 21) and Health and Welfare Benefits (Article 20), and one additional article each.

SIGNATURE PAGE

The undersigned confirm that this collective bargaining agreement has been approved by each of the respective parties and that the undersigned are authorized to enter this agreement on their behalf.

Pioneer Union Elementary School District

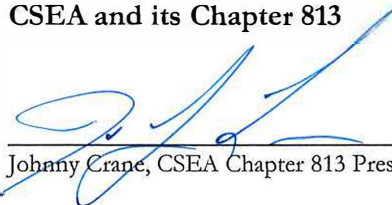

Paul van Loon, Superintendent

1-25-24
Date


Balea Avila
President, Board of Trustees

1/25/24
Date

CSEA and its Chapter 813


Johany Crane, CSEA Chapter 813 President

1-26-24
Date

Pioneer Union Elementary School District
Classified Salary Schedule
2023/2024

	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
A	LK Aide (1) Yard Duty Aide	\$18.15	\$18.69	\$19.25	\$19.83	\$20.43	\$21.04	\$21.67
B	Inst. Aide I (1) PS Teacher (1) Food Service Worker	\$18.69	\$19.25	\$19.83	\$20.43	\$21.04	\$21.67	\$22.32
C	Library Technician (1)	\$19.25	\$19.83	\$20.43	\$21.04	\$21.67	\$22.32	\$22.99
D	Inst. Aide II - SDC (1) Food Serv. Clerk/Worker	\$19.83	\$20.43	\$21.04	\$21.67	\$22.32	\$22.99	\$23.67
E	Behavioral Technician (1)	\$20.43	\$21.04	\$21.67	\$22.32	\$22.99	\$23.67	\$24.38
F		\$21.04	\$21.67	\$22.32	\$22.99	\$23.67	\$24.38	\$25.11
G		\$21.67	\$22.32	\$22.99	\$23.67	\$24.38	\$25.11	\$25.87
H	Custodian I Ground Maint. I Delivery Driver	\$22.32	\$22.99	\$23.67	\$24.38	\$25.11	\$25.87	\$26.64
I	Secretary I Custodian II	\$22.99	\$23.67	\$24.38	\$25.11	\$25.87	\$26.64	\$27.44
J	Lead Cook	\$23.67	\$24.38	\$25.11	\$25.87	\$26.64	\$27.44	\$28.26
K	Maintenance I Computer Site Technician	\$24.38	\$25.11	\$25.87	\$26.64	\$27.44	\$28.26	\$29.11
L	Bus Driver I Bus Driver/Custodian Bus Driver/Clerk Ground Maint. II	\$25.11	\$25.87	\$26.64	\$27.44	\$28.26	\$29.11	\$29.99
M	Secretary II Lead Technician	\$25.87	\$26.64	\$27.44	\$28.26	\$29.11	\$29.99	\$30.89
N	Maintenance II	\$26.64	\$27.44	\$28.26	\$29.11	\$29.99	\$30.89	\$31.82
O	EL Support Provider	\$27.44	\$28.26	\$29.11	\$29.99	\$30.89	\$31.82	\$32.78
P		\$28.26	\$29.11	\$29.99	\$30.89	\$31.82	\$32.78	\$33.76
Q		\$29.11	\$29.99	\$30.89	\$31.82	\$32.78	\$33.76	\$34.77
R		\$29.99	\$30.89	\$31.82	\$32.78	\$33.76	\$34.77	\$35.82
S	LVN	\$30.89	\$31.82	\$32.78	\$33.76	\$34.77	\$35.82	\$36.90
T		\$31.82	\$32.78	\$33.76	\$34.77	\$35.82	\$36.90	\$38.01
U	Maintenance Tech - HVAC	\$32.78	\$33.76	\$34.77	\$35.82	\$36.90	\$38.01	\$39.15
V		\$33.76	\$34.77	\$35.82	\$36.90	\$38.01	\$39.15	\$40.33
W	Data Analyst	\$34.77	\$35.82	\$36.90	\$38.01	\$39.15	\$40.33	\$41.54

District H/W cap: \$13,426.20 effective January 1, 2024

Board Approved: 1/1/24