

Bilateral Agreement

Plumas Unified School District

And

**California School Employees Association
Plumas Chapter 193**

For the period

July 1, 2015 to June 30, 2018

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SECTION 1 **AGREEMENT**

- 1.01 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Plumas Unified School District (hereinafter referred to as "District") and the California School Employees Association ("Association"), an employee organization.
- 1.02 This Agreement is entered into pursuant to Chapter 10.7, Section 3540 through 3549.3 of the Government Code.
- 1.03 The Agreement shall continue in full force and effect until altered by negotiation as provided in Section 3, Negotiation Procedures.

SECTION 2 **ACKNOWLEDGEMENT**

- 2.01 The District recognizes the Association as the sole and exclusive bargaining agent for classified employees occupying classes listed below:
- A. Food services
 - B. Clerical, secretarial, and business services
 - C. Operations and maintenance including custodial/maintenance/grounds
 - D. Instructional aides (paraprofessional)
 - E. Noon Duty Supervisors who also hold, or are in layoff status from, other classified positions.
 - F. Transportation

Excluding noon duty supervisors not otherwise employed in another classified position, and those positions lawfully declared as management, and confidential.

- 2.02 The parties agree that this contract is entered into with the intent of promoting harmony and efficiency in the school district so that work of the District can be smoothly accomplished.
- 2.03 Confidential positions will be reevaluated when they become vacant to determine if they meet the criteria established by law to be classified as confidential. Those positions not meeting the criteria will be assigned to the bargaining unit per section 19.02.

SECTION 3 NEGOTIATION PROCEDURES

3.01 Not later than the first meeting of October of each calendar year, pursuant to Section 3547 of the Government Code, all initial proposals of the Association and the District relating to matters within the scope of representation for the ensuing contract period or year shall be presented at a public meeting of the Board.

Meeting and negotiating shall take place on any proposal only after a reasonable time has elapsed after submission of the proposal(s), in order that the public may be informed and have the opportunity to express itself regarding proposals of both the Association and the District.

3.02 Any agreement(s) reached between the parties shall be reduced to writing and signed by them.

3.03 Negotiations shall take place at mutually agreeable times and places.

3.04 The Association shall designate five (5) representatives who shall each receive a reasonable number of hours per week without loss of compensation to attend negotiations and impasse proceedings. The negotiating team shall consist of these five representatives and the president of the chapter.

3.05 Multi-year Reopener Clause. During the life of this Agreement, and pursuant to the provisions of the negotiation procedures section of this contract, each party may present, for purposes of negotiation, two areas in the contract, plus salary and health and welfare benefits, and calendar.

- A. Wages, health and welfare (Sections 6, 8, 10, 13, 14, 22, 23, 29)
- B. Hours of employment (Sections 8, 20, 25, 26)
- C. Leave and transfer (Sections 15, 17, 18)
- D. Safety conditions of employment (Section 21)
- E. Class size
- F. Employee evaluation procedures (Sections 9, 24)
- G. Grievance processing procedures (Section 7)
- H. Organization security (Sections 4, 5, 11, 12, 16, 19)

3.06 Should negotiation procedures fail to produce a new agreement prior to the conclusion of this Agreement, this Agreement shall remain in effect until a new agreement is reached.

3.07 Any subject related to wages, hours or other terms and conditions of employment shall be subject to negotiations (Government Code Section 3547).

SECTION 4 **CHECK OFF AND ORGANIZATIONAL SECURITY**

4.01 Check off. The Association shall have the exclusive right to have membership dues or service fees deducted for all employees in the bargaining unit. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, or other plans or programs approved by the District. The District shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.

4.02 Dues Deduction. The District shall deduct, in accordance with the Association dues and service fee schedule, dues or service fees from the wages of all employees who are in the bargaining unit.

4.03 Service Fee. The Association and the District agree that each employee in the bargaining unit should contribute equally toward the cost of administration of this Agreement and for the representation of employees in the bargaining unit.

Employees in the bargaining unit who are not members on the effective date of this Agreement and employees who hereafter come into the bargaining unit shall, within thirty (30) days of the date of this Agreement or their employment, apply for membership or service fee deduction and execute an authorization on a form provided by the Association, and the District shall deduct from the salaries of such employees dues or service fees as set forth in the CSEA dues schedule.

4.04 Religious Objection. If an employee in the bargaining unit belongs to a recognized religious sect which does not permit its members to pay a representational fee to any employee organization, an amount equal to the representational fee which would have been paid will be deducted monthly from that employee's paycheck and deposited in the account of the Plumas County Search and Rescue.

4.05 Hold Harmless Clause. Plumas County Chapter No. 193 of CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provision contained herein.

SECTION 5 **ORGANIZATIONAL RIGHTS**

5.01 The Association shall have the following rights in addition to the rights contained in this Agreement.

- A. The right of access at reasonable times to areas in which employees work.
- B. The right to use without charge institutional bulletin boards, mail boxes, and the District's AV mail system.
- C. The right to review at all reasonable times any material in the possession of or produced by the District necessary for the Association to fulfill its role as the exclusive bargaining representative, except items deemed to be confidential.
- D. The right of release time for three delegates to attend the CSEA annual conference provided the delegates would have been in a work condition at the time of the release.
- E. It is agreed that eight (8) days (64 hours) release time will be permitted each fiscal year for each CSEA member involved in state and regional level CSEA activities. With prior notification to his/her immediate supervisor, the CSEA representative shall be permitted to use this time in order to conduct state or regional CSEA business. If a substitute is required, CSEA will reimburse that cost to the District.

If additional days are requested, they must be agreed to by the unit member and the superintendent with notice to the CSEA President.

5.02 **A.** Advisory Committees. When the District forms or causes to be formed any advisory committee relating to bargaining unit employees, the District shall request the Association to appoint representative(s). CSEA shall have the following number of representatives, appointed by the Association, for the following advisory committees:

- Insurance Committee – 3
- Catastrophic Leave Committee – 3
- Reclassification Committee – 2
- Professional Advancement Committee – 2
- Safety Committee – 3

B. District shall meet and consult with CSEA 193 prior to adopting the academic calendar for each school year.

5.03

Distribution of Contract. Within ninety (90) days after the execution of this contract, the District shall print or duplicate and provide a copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after execution of this Agreement shall be provided with a copy of the Agreement by the District at the time of employment. The district will also place an electronic copy of the current contract on the District website.

SECTION 6 HOLIDAYS

6.01 Paid Holidays. The District shall establish a list of paid holidays for the classified service for each fiscal year. The list shall be made available to each classified employee.

All regular employees as a part of their classified service shall be entitled to the following paid holidays, subject to the exceptions listed under the holidays:

New Year's Days	January 1
Martin Luther King Day	Third Monday in January*
Lincoln Day	February 12*
Washington Day	Third Monday in February
Friday of Spring Recess or a day approved by the District	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Wednesday preceding Thanksgiving	
Thanksgiving Day	Last Thursday in November
Friday following Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25
(* or a day in lieu thereof)	

Exceptions:

- A. Providing, however, that if any of the above holidays fall on a Saturday, such holiday shall be observed on the preceding Friday; and
- B. Providing, further, that if any of the above holidays fall on a Sunday, the following Monday shall be observed as a holiday.
- C. Only those employees on work status at the time of a holiday shall be entitled to pay for such holiday. Therefore, employees who are not working during the summer months will not be entitled to the July 4th holiday; however, there shall be an exception to the Labor Day Holiday pay if the academic calendar begins the day immediately following Labor Day. When the academic calendar begins the day immediately following Labor Day all employees with a notification of reasonable assurance and those in working status shall receive Labor Day as a paid holiday.

D. Those unit members who, because of programmatic requirements, are required to work on any of the above holiday(s) will be granted time off at the rate stipulated in 6.02 that is mutually agreeable to the unit member and his/her supervisor. In the event that this is not possible, the unit member will be paid at the rate prescribed in Section 6.02.

- 6.02 Except in emergencies, classified employees shall not be required to work on established holidays. When work on holidays is required, however, such work shall be compensated at the normal rate and, in addition, shall be compensated at one and one-half times the employee's normal rate of pay for said holiday work. As an alternative, the employee may request and receive compensatory time off for ordered holiday work. Such time off shall be computed at one and one-half times the holiday, or portion thereof, worked.
- 6.03 A paid holiday occurring during a period of the employee's leave of absence for sickness or accident, or for industrial accident and illness shall not reduce the employee's credit for such leave.
- 6.04 A paid holiday falling within an employee's annual paid vacation period shall not reduce vacation credit. Another day, taken at a time mutually agreed upon by the employee and administrative supervisor, shall complete the vacation. The district payroll department shall be notified of such arrangement.
- 6.05 Part-time employees shall be compensated for established paid holidays in the payroll for the month in which they occur.

SECTION 7 **PROCEDURES FOR PROCESSING GRIEVANCES**
RELATIVE TO AGREEMENT

- 7.01 Purpose. The purpose of this section is to provide a procedure for the consideration of grievances. This grievance procedure applies only to items covered in this Agreement.
- 7.02 Definitions.
- A. A "grievance" is defined as any complaint of an employee involving the interpretation, application, or alleged violation of this Agreement.
 - B. A "grievant" is a person who files a grievance and may be any member of the recognized bargaining unit covered by the terms of this Agreement, or the representative authorized by CSEA Chapter 193.
 - C. A "day" is any day in which the central administrative office of the Plumas Unified School District is open for business.
 - D. The "immediate supervisor" at the school level is the principal; at other than the school level, the administrator designated by the superintendent.
- 7.03 Any employee or other person as defined in Section 7.02 may present a grievance relating to a contract dispute to the building administrator or supervisor and have such grievance adjusted, as long as the adjustment is not inconsistent with the terms of this Agreement. The public school employer shall not decide the adjustment or resolution of the formal grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 7.04 The grievant has the right to have a representative present at any step of the grievance procedure. The grievant, however, must be present at each step of the grievance procedure.
- 7.05 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of employees.

- 7.06 The filing of a grievance shall not be construed as reflecting unfavorably upon an employee's good standing, performance, loyalty, or desirability to the Association or 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.
- 7.07 Failure by the administration to adhere to decision deadlines shall give to the grievant the right to appeal automatically to the next step (higher level). Failure of the grievant to adhere to the submission deadlines shall mean that the grievant is satisfied with the latest decision and waives any right to further appeal. Nothing prevents the parties from extending the deadline by mutual agreement.
- 7.08 Meetings for the processing of grievances shall be scheduled during the work day, as defined in section 7.02 and 7.03, and any employee required by either party to participate as witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
- 7.09 When a grievance has been filed, the grievant may terminate the grievance at any time by giving written notice to the District or its designee. Failure to comply with time limits, to attend scheduled meetings to discuss or hear the grievance, or to provide requested information at the grievant's disposal relating to the subject matter of the grievance shall be deemed a termination of the grievance by the employee or other person.
- 7.10 Formal Level.
- A. Level I
1. Any employee or other person who believes he has a grievance shall present the grievance in writing on the appropriate form (Appendix A), included as part of this Agreement, to the immediate supervisor within 20 days after the grievant knew of the circumstances which form the basis for the grievance.
 2. This statement shall be a clear, concise statement of the grievance, the circumstances involved, and the specific remedy sought.
 3. The administrator shall communicate the decision, including the rationale, to the grievant in writing on the appropriate form within ten days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level.
- 7.10 A. 4. Within the above time limits, either party may request personal conferences.

B. Level II

1. If the grievant is not satisfied with the decision at Level I, the grievant may within ten (10) days of the decision rendered at Level I appeal the decision on the appropriate form to the superintendent or designee.
2. This statement shall include (a) a request for appeal; (b) a copy of the original grievance; (c) a copy of the decision rendered; and (d) a clear, concise statement of the reasons for the appeal.
3. The superintendent or designee shall communicate the decision, including the rationale, to the grievant in writing on the appropriate form within ten (10) days after receiving the grievance. If the superintendent does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request personal conferences.

C. Level III

1. The grievant, if not satisfied with the disposition of the grievance at Level II, may request in writing within the next ten (10) days that the Association submit the grievance to arbitration.
2. The Association, by written notice to the superintendent within ninety (90) days after receipt of the request from the grievant, may submit the grievance to advisory arbitration. If any questions arise as to whether a grievance can be arbitrated or not, such questions will be ruled upon by the arbitrator only after he has had an opportunity to hear the merits of the grievance.
3. The grievance shall be submitted to the State Mediation and Conciliation Service. Expedited labor arbitration rules shall apply if mutually agreed to by the Association and District. Otherwise, a full arbitration report will be prepared.
4. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. After the hearing, and after both parties have been given the opportunity to make written arguments, the arbitrator shall prepare a written report for submission to the parties, stating the issues submitted, the facts presented, and the findings derived there from.

5. The arbitration proceeding shall be conducted by a professional arbitrator to be selected by the District and Association within seven (7) days after request is received by the superintendent. If an arbitrator cannot be agreed upon, the following selection procedure will be employed.
6. The State Mediation and Conciliation Service shall be requested to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. The selection of an arbitrator shall be determined by an elimination process in which the first party shall be determined by a flip of the coin; then each party shall alternately remove a name until only one name remains. The remaining panel member shall be the advisory arbitrator.
7. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted, unless expedited rules apply.
8. The superintendent, Association, and grievant shall be given copies of the decision and the arbitrator's report. The arbitrator will render an advisory award, not binding on either party. If neither party files a request to the District to under-take a review of the advisory decision within ten (10) working days of its issuance, then the decision shall be considered adopted by the District and becomes final and binding on all parties. If a timely request for review is filed with the Governing board, the District shall then undertake a review of the entire hearing record and briefs.
9. The District may also, if it deems it appropriate, permit oral arguments by the representatives of the parties, but only in the presence of one another.
10. Within twenty (20) days after receiving the record, the District shall enter a decision on the matter, which shall be final and binding on all parties, subject to established rights of judicial review.
11. If the District does not render such a decision within the time specified, then it shall be deemed to have adopted the decision recommended by the arbitrator.
12. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator cannot add to or modify the terms or conditions of this Agreement. However, it is agreed that the arbitrator is empowered to include in

any award such financial reimbursement or other remedies as he judges to be proper.

13. All costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Association. Costs of transcripts will be borne by the party requesting them.
14. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

SECTION 8 HOURS AND OVERTIME

8.01 Work Week. The work week shall consist of five (5) consecutive days of eight (8) or seven and one-half (7-1/2) hours per day and forty (40) or thirty-seven and one-half (37-1/2) hours per week, Monday through Friday, depending on the employee's class. The Monday through Friday work week will have the following exceptions: maintenance worker, skilled maintenance worker, and maintenance foreman positions, where affected employees, individually and voluntarily, agree to a work week other than Monday through Friday.

The District and Association may, by mutual agreement, develop a specialized or an abbreviated work week for a special education driver and/or aide to meet specialized needs dictated by special education students.

This section shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District except as provided for in Section 8.07, Overtime. Aside from the requirement of this section, the District may institute the program allowed under Education Code Section 45132 and the requirements of that section.

- 8.02 A. Work Year. The length of any bargaining unit employees work year shall be a 10-month or 12-month appointment, relative to the needs of the District, and in agreement with the Association.
- B. For the 2014/15 school year, the work year for anyone working less than 12 months will include 180 paid days (in addition to paid holidays and vacations), one of which is a non student day for professional development. Per the negotiated agreement, anyone working less than 12 months will attend two additional professional development days as identified on the academic calendar. The professional development opportunity is agreed to as part of the 5% salary schedule increase. In 2015/16 the 180 day academic calendar includes 180 student days. The two additional training days will be outside the academic calendar. Exceptions to the 180 day work year are:
1. Elementary school secretaries' work year will be 192 days-
 2. High School Secretaries' work year will be 200 days.
 3. Attendance Clerks' work year will be 190 days.
 4. Clerk/Registrars' work year will be 190 days.
 5. Library Media Specialists work year will be 190 days.

The District and Association may, by mutual agreement, offer classified staff-development day(s) during the week immediately preceding the first day of school. Such day(s) will be paid at each employee's hourly rate, and employee attendance will be optional.

- 8.03 Work Day. The length of any bargaining unit employees work day shall be established by the District in compliance with law for each employee, relative to the needs of the District.
- 8.04 Adjustment of Assigned Time. Any part-time employee in the bargaining unit who by administrative assignment works an average of 30 minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours effective with the next pay period.
- 8.05 Lunch Periods and Rest Periods. The District shall establish an unpaid, uninterrupted lunch period of not less than one-half hour, nor more than one hour, for each bargaining unit employee working five or more consecutive hours per day. The District shall provide two paid 15 minute rest period for each bargaining unit employee working 7.5 or more hours per day. Rest periods shall not be taken during the first or last hour of the work day nor within one hour of the employee's lunch break without prior approval. An employee working less than 7.5 hours a day is entitled to a paid 15 minute rest period for each 3.5 hours consecutively worked. Dinner periods, and rest periods for evening and early morning shift employees, shall be established whenever possible within these regulations for day shift employees.
- 8.06 Voting Time Off. If an employee's work schedule is such that it 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.
- 8.07 Overtime. 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 for the employee for all overtime work. Overtime is defined to include any time worked in excess of eight hours or seven and one-half hours, depending on the employee's class, in any one day or on any one shift, or in excess of 40 or 37-1/2 hours, depending on the employee's class, in any calendar week. The one and one-half time compensation rate shall be in addition to the regular compensation rate when applied to work performed on a holiday.
- All work performed beyond the work week of five consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of work.
- All overtime and other extra time worked by an employee must be pre-approved in writing by the employee's supervisor.
- 8.08 Overtime - Extra-Time Refusal. An employee may refuse additional hours except that, when the needs of the district warrant, the supervisor may direct the employee to work additional hours. The needs of the district shall be determined

by the supervisor. The supervisor shall attempt to identify employees desiring to work additional hours before directing an employee against his/her will to work additional hours.

- 8.09 Overtime Distribution. * Within a job site, all overtime and extra time shall be equalized among employees within the job classification on a rotational basis. Refusal of an offer of overtime will not cause the person's name to be placed at the bottom of the rotational list. It is understood that emergency situations may result in the rotational list not being followed.

*Notwithstanding the provision of Section 8.12, bus drivers will be governed by Section 25, Assignment of Special Trips.

- 8.10 Shift Differential. Any full-time employee in the bargaining unit whose assigned work shift extends beyond 5 p.m. and up to 6 a.m. shall receive a shift differential of one-half hour less than the regular day shift.

- 8.11 Split Shift Differential - Compensation. All employees in the bargaining unit whose assigned shift contains one or more periods of unpaid time whose total exceeds one and one-half hours shall be paid a shift differential premium of 7-1/2 percent above the regular rate of pay for all hours worked after the initial work period. (The one and one-half hour unpaid time does not refer to unpaid lunch periods.) This section shall apply only to split shifts that result from administrative assignment, not from unit members voluntarily combining two or more positions in a way that results in a split shift.

- 8.12 Compensatory Time Off. An employee in the bargaining unit may by arrangement with his/her supervisor take compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 8.07. Compensatory time off shall be taken at a time mutually acceptable to the member of the bargaining unit and the District, as soon as it is feasible within the fiscal year in which it was earned. If the compensatory time off has not been taken within the fiscal year in which it was earned PUSD shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's earned rate of pay. Signed and approved timecards will be submitted to Payroll Department no later than June 30th. Payment of unused compensatory time will be no later than July 10th.

- 8.13 Minimum Call-In Time. Any employee called in to work by his/her supervisor on a day when the employee is not scheduled to work shall receive a minimum of two hours pay at the appropriate rate of pay under this Agreement.

- 8.14 Call-Back Time. Any employee called back to work by his/her supervisor after completion of the regular assignment shall be compensated for at least two hours

of work at the overtime rate, irrespective of the actual time less than that required to be worked.

8.15 Summer Work. The District shall provide a list of jobs, by job site, of proposed temporary summer jobs, not later than April 30. Brief job descriptions and approximate duration will be included in the announcement. Also included will be a response sheet to be returned to the site supervisor on or before the final day of school. The provisions of Section 17, Transfer, shall apply, except for 17.03, which shall not apply. Any permanent employee employed for summer work shall be entitled to the same benefits enjoyed during the school year as per California Education Code.

- A. Summer employees whose summer job is within their current, regular-year classification shall receive their regular pay.
- B. Summer employees whose summer job is within a classification held during or after the 2001/2002 school year shall be paid at their previously-held salary step for that classification.
- C. Summer employees whose summer job is within a classification they have never held during the regular school year will be paid at step A in that classification.

8.16 Working Out-of-Class

- A. An employee may be required to perform duties not a part of his/her classification, but only as specifically provided for in this section. Any employee assigned duties as a part of his/her classification for a period of at least two (2) full days shall receive either the rate of pay for that classification (at the working employee's current step), retroactive back to the first day, or a minimum five percent (5%) adjustment above his/her regular rate of pay, whichever is greater.
- B. A substitute in a position of a supervisory nature shall be paid the higher salary from day one. These include the following:
 - 1. For the cafeteria cook-manager, a subordinate cafeteria employee shall be assigned to substitute if he/she is willing and if he/she is qualified to handle effectively the position. The wage paid shall be in accordance with the salary range of the cook-manager at the salary step of the replacing substituting employee. A substitute would be engaged for the subordinate employee's position.
 - 2. In the absence of the head custodian, a subordinate custodian shall be engaged to cover custodian duties required if he/she is willing and if he/she is qualified to handle effectively the position. His/her salary rate while performing this duty shall be that of the range of the head custodian and at the salary step of the employee substituting.

- C. Aides administratively assigned to supervise a classroom, (under the authority of an administrator), due to the absence of a certificated teacher and the unavailability of a substitute teacher, shall be compensated at a rate of pay equal to time and one-half the regular rate of pay for the employee for all time spent supervising said classroom.

SECTION 9 EVALUATION AND PERSONNEL FILES

- 9.01 Evaluative materials for each employee shall be maintained at the District's central administrative office. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel files.
- 9.02 Employees shall be provided with copies of any derogatory written material ten (10) work days before it is placed in the employee's personnel file. The employee shall be given an opportunity to initial and date the material and to prepare a written response to such material.
- 9.03 An employee shall have the right, at any reasonable time without loss of pay, to examine and/or obtain copies of any material from the employee's personnel file at no charge with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.
- 9.04 All evaluative materials shall be kept in confidence. District administrators (on a need-to-know basis) and employees engaged in file maintenance shall have access to evaluative materials as provided under the law. The district shall keep a log indicating the persons who have examined evaluative materials, as well as the date such examinations were made, for those not specifically enumerated in this section. Such log and the employee's personnel file shall be available for examination by the employee or his/her Association representative if authorized by the employee.
- 9.05 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written evaluative or disciplinary materials placed in a personnel file shall indicate the date received for placement and a notice that the employee knew the materials were being placed in his or her personnel file, and that he or she was given an opportunity to respond in writing, and to have the response attached to the evaluative materials.
- 9.06 If an employee corrects a deficiency noted in previous evaluative materials, the supervisor shall develop a statement which recognizes such improvement if, in the opinion of the supervisor, improvement actually has been made.
- 9.07 No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No evaluation shall be made based upon hearsay statements. Any negative evaluation shall include specific recommendations for improvement and an offer for assistance to the employee.
- 9.08 An employee who wishes to appeal an evaluation must request a conference with the supervisor of the employee's evaluator.

- 9.09 The probationary period shall be ten months for ten month employees and twelve months for twelve month employees. The quality of work and other factors relating to probationary employees shall be evaluated in writing by their administrative supervisors at least once during the first three months of service and again not later than two weeks before the close of the probationary period. The employee shall receive a copy of each evaluation, and a copy shall be placed in the district office personnel files.
- 9.10 Permanent classified employees shall be evaluated, in writing, as to the quality of their work and other factors at least once annually. If there is no evaluation, it is assumed that the employee's performance is excellent. One copy of the evaluation shall be retained by the employee, one copy shall go to the employee's supervisor, and one copy shall be filed in the personnel office not later than February 1 of each fiscal year. If an employee receives (in his/her opinion) a negative evaluation, the employee has the right to request a reevaluation no later than three working months from the negative evaluation.
- 9.11 Evaluations of the employee's work shall be considered in approving continuing employment, transfers, promotions or demotions, discharges, re-employment, and other personnel activities.
- 9.12 The employee's administrative supervisor shall take all appropriate steps to assist the employee in adjusting to the position and in improvement of job skills. The supervisor shall prepare as many evaluations as are necessary to record improvement or lack of it as well as to serve as a basis for reappointment or for disciplinary action or discharge.
- 9.13 Each written evaluation shall be dated and signed by the administrative supervisor and by the employee as evidence that the employee has read and discussed the evaluation with the administrative supervisor. The employee's signature shall in no way be construed to indicate agreement with the content of the evaluation form.
- 9.14 Long-term substitutes shall be evaluated in writing in the same manner as probationary employees, if their work is three months or more in duration. Such evaluations shall continue at least at three-month intervals. If it is evident that they shall continue as a substitute until they shall have completed 75 percent of the school year, they shall be evaluated at least two weeks prior to attaining probationary status. At this point, evaluation shall be governed by rules relating to probationary employees as set forth above.
- 9.15 The objectives of the employee rating program shall:
- A. Form the basis for constructive discussion between supervisors and employees on all matters affecting performance, efficiency, and job

requirements, thereby developing mutual understanding and more effective work relationships.

- B. Provide a periodic review of employee's services by comparing these services with the desired standard of effective performance.
- C. Encourage the recognition and development of individuals who may be qualified for promotion.
- D. Require all supervisors to reflect closely upon the work of their employees, thus minimizing any tendency to give superficial evaluation based on opinions, assumptions, or inadequate evidence.
- E. Assure employees of a more impartial and objective evaluation of their progress.
- F. Call attention to specific factors of performance, qualifications, and personal characteristics so that they may be evaluated and discussed separately, thus avoiding generalizations which are not accurate or always meaningful.
- G. Call attention to any inadequacies in the recruitment and selection procedures.
- H. Assist in determining necessary in-service training.
- I. Encourage employees toward self-analysis and toward the desire to improve or overcome specific weaknesses.
- J. Serve as a factor in determining adjustments of staffing needs.
- K. Provide a continuous attempt to achieve fairness and to retain an understanding of the employee's feelings by establishing rules and procedures for the purpose of insuring that all employees are treated equitably.
- L. Provide all supervisors with similar standards of measurement.

9.16 Ratings are a matter of individual judgment, based on observed job performance. A rating scale known as the "Evaluation Record for Classified Employees" (Appendix B) shall be used as the evaluation instrument in an attempt to standardize the rating measurement.

9.17 The purpose of the "Evaluation Record" is to provide a basis for the effective personnel evaluation necessary for the promotion of greater work efficiency and high employee morale.

9.18 The "Evaluation Record" shall be prepared pursuant to the following statement of policy relating to interpretation of the evaluation instrument.

- A. Rating. Rating should be based on a comparison with all known persons doing like type and class of work, rather than theoretical perfection. Thus, if the knowledge possessed by the person being rated would rank the employee in the top one or two percent of all people the supervisor has ever known (performing this same general type and class of work), the supervisor would put the check mark at or near the extreme right of the scale.
- B. Scoring. For each quality to be rated there is a scale on page one of the instrument. A check mark will be entered in the appropriate place on the scale. The general rating on page two of the instrument is the result of the rating in Section I plus consideration of other qualities possessed by the employee which affect the employee's value to the district.
- C. "Quality of Work" indicates the average degree of excellence of the work for the entire period being rated, but does not take into account the volume of work. It includes all such factors as neatness, accuracy, completeness, and general acceptability of work.
- D. "Volume of Work" indicates a combined rating of two factors: how rapidly the employee works and how constantly that speed is maintained. It is the total volume of work over the entire rating period that counts, not the rate made in sudden bursts of speed. For example, a typist who has the ability to type at a net speed of 80 words per minute (as shown by a test) might work so intermittently that the total volume for a week or a month would be less than that of a person with a much slower test speed.

The quality of work is not ordinarily taken into account in this rating. For example, an Account Clerk I who turns out a large quantity of work but with numerous errors might still be rated high on "Volume of Work" as the errors would be reflected in the rating for "Quality of Work". Work which is entirely unacceptable in quality because of excessive errors and which, therefore, must be done over, should not be considered as accomplished work in estimating "Volume".

- 9.18 E. "Knowledge of Work" indicates how completely the employee possesses information pertinent to the performance of the work. A Clerk Typist who does routine work would not need knowledge that is as extensive as a Curriculum Secretary who is called upon for recommendations regarding procedures. To secure a rating of "above average" one doing even routine work should have knowledge of all essential rules and

procedures and at least a fair understanding of the basic principles behind them. To secure a rating of "excellent" that employee should have an outstanding knowledge of rules and procedures plus a good background of the underlying principles.

- F. "Initiative" indicates the capacity to assume responsibility without waiting for detailed instructions. It requires the ability to make a prompt decision as to the best course and the self-confidence and courage to act on that decision. A person with initiative will be on the alert for better methods of doing the work and will volunteer suggestions for changes rather than wait until asked.

This is primarily a rating of initiative. If an employee shows active initiative but on occasion makes errors in judgment, a high rating should be given for initiative but with some comment as "interested and shows considerable initiative but probably due to lack of experience is occasionally lacking in 'judgment'." This lack of judgment would be reflected in a lowered rating for "Quality of Work".

- G. "Work Attitude" indicates how much this person is interested in the work. When emergencies arise and more than the usual effort is necessary, does the employee jump into the task with enthusiasm? Or does the employee need to be reminded that the work is getting behind? Is the employee on the alert for new ideas? Is the employee taking some course or reading books which will help the person do a better job?

All or practically all of these questions should be answered strongly in the affirmative before a high rating on "Work Attitude" is given.

- H. "Attitude Toward Others" indicates how pleasantly this employee works with fellow employees. What is the employee's attitude toward supervision? Does the employee welcome or resent suggestions made by the supervisor? When asked to do something a little out of the ordinary, how promptly and how pleasantly does the employee agree to do it? If the employee comes into contact with persons from outside the school district (in person or by telephone) are these contacts such that they build good will? When working directly with teachers, students, parents, and employees, does the employee show a sincere interest in them and their problems? Does the sincerity and cordial interest in them disappear as soon as the contact is gone or out of earshot? How an employee's attitude affects fellow workers should be considered. If the employee frequently upsets others or disrupts working relationships with others through tactless remarks or caustic criticisms of decisions, rules, or procedures, it should be reflected in this comment.

- I. "General Rating" usually will correspond to the ratings on the face of the Evaluation Record. However, this need not always be true. For example, an employee might have such an unpleasant attitude toward all of the other employees or toward the general public that the general rating might be the "E" description and yet a majority of the specific areas described on Page 1 will be ranked higher.

- J. "General Comments". The Evaluation Record serves as a basis for reviewing an employee's suitability for promotion, demotion, transfer, and dismissal.

SECTION 10 PAY AND ALLOWANCES

- 10.01 Monthly Payroll. All employees in the bargaining unit shall be paid once per month, payable on the last calendar day of the month. If the normal pay date falls on a legal holiday, Saturday or Sunday, the pay warrant shall be issued on the preceding calendar day.
- 10.02 Special payments. Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, or recomputation of hours shall normally be paid on the supplemental payroll after notification to the payroll department. Settlements from grievances will normally be paid on the supplemental payroll no later than 45 days from the settlement of the grievance. Negotiated payroll increases/benefits will be paid as follows:
- A. Retroactive base pay increases will normally be paid on a supplemental check issued at the end of the month on a date that reflects the best efforts of the payroll department, and will not be included with the employees' base paychecks.
 - B. Retroactive extra duty pay increases will normally be paid on the supplemental check on the date that reflects the best efforts of the payroll department.
 - C. Negotiated insurance co-payment adjustments must and will be included with the employees' base pay check at the end of the month.
- 10.03 Lost Checks. In the event that an employee's regular warrant is lost, and the employee notifies the payroll department of that fact by means of a written, notarized affidavit before the 5th of the month, the District shall replace such check in accordance with regulations established by the Plumas County Auditor.
- 10.04 Errors. Any payroll error resulting in insufficient payment (or no payment) for an employee in the bargaining unit shall be corrected and a supplemental check issued not later than five working days after the employee provides notice to the payroll department.
- 10.05 Classified employees as coaches. If the school administration cannot find a certificated employee to coach or to provide services as a cheerleader advisor, the stipend for this service by a classified employee shall be the same as that which would have been paid to the certificated employee.
- 10.06 Classified employees as dance or event supervisors. If the school administration cannot find a certificated employee to provide supervision for dances or events, the hourly rate for this service, if provided by a classified employee, shall be the same as that which would have been paid to the certificated employee.
- 10.07 Promotion. Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and

step of the new class to ensure not less than a five percent increase as a result of that promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

10.08 Mileage Reimbursement. Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the amount established by the Internal Revenue Service per mile for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of business.

10.09 With pay warrants in November, the District Office shall provide all unit members with the following information:

- A. Accrued sick leave as of June 30;
- B. Accrued vacation days to which the employee is entitled as of June 30;
- C. Salary range and placement;
- D. Accrued professional advancement hours as of June 30; and
- E. Hourly wage; and
- F. Accrued sick leave and vacation time will be reported on employees' monthly pay warrants commencing with the 1997-98 school year.

SECTION 11 JOB REPRESENTATIVES

11.01 It is agreed that the Association appoint job representatives for the purpose of promoting an effective relationship between the District and the employees by helping to settle problems at the lowest level of supervision. A job representative shall be permitted to leave his/her normal work area at times mutually agreed upon with his/her supervisor in order to assist in the resolution of grievances or job-related problems. The job representative shall advise the employee's supervisor of his/her presence, and shall arrange with the supervisor a time and place to meet with employees regarding the job-related problem or grievance. The job representative is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement of the problem to avoid formal grievance procedures whenever possible.

SECTION 12 DEFINITIONS

- 12.01 "Academic Year" is the period when students are normally required to be in attendance and includes all recess periods falling within that time span.
- 12.02 "Allocation" is the placement of a classification on a specific salary schedule range or rate.
- 12.03 "Anniversary date" is the date upon which an employee is granted salary step advancement earned by completion of a required period of service, which shall not exceed one calendar year from the initial date of employment, the date of the last salary step advancement, or, in the case of change in classification, the date of such change. The actual effective date of the salary increase shall be the first day of the month following the date upon which the employee's anniversary date falls.
- 12.04 "Bargaining unit seniority" is secured by time spent in paid status in a class or classes included in the bargaining unit. See section 12.12 for clarification.
- 12.05 "Bumping right" is the right of an employee, under certain conditions, to displace an employee with less seniority in a class.
- 12.06 "Class" is enumerated and identified in Section 2 of this Agreement. It refers to a group of positions within a job occupational family.
- 12.07 "Classification" is a particular position in a class, that is, as a job. For example, within the class of TRANSPORTATION, there is a classification titled BUS DRIVER.
- 12.08 A "day" is any day in which the central administrative office of the Plumas Unified School District is open for business unless otherwise specified.
- 12.09 "Demotion" is a change in assignment of an employee from a position in one classification to a position in another classification that is allocated to a lower maximum salary rate or an assignment to an inferior status.
- 12.10 "Differential" is a salary allowance in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment, or distasteful or hazardous work. A reduction in time required on the job also constitutes a salary allowance.
- 12.11 "Fiscal year", "school year", and "contract year" is July 1 through June 30.

- 12.12 "Health and welfare benefits" means any form of insurance or similar benefit programs including, but not limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, prepaid legal, or income protection insurance, or annuity programs.
- 12.13 "Hire date seniority" is secured by placement on the seniority roster prior to July 1, 1992 or date of hire on or after July 1, 1992.
- 12.14 "Incumbent" is an employee assigned to a position and who is currently serving in or on leave from the position.
- 12.15 "Industrial accident or illness" is an injury or illness arising out of or in the course of employment with the district.
- 12.16 "Involuntary demotion" is a demotion without the employee's voluntary written consent.
- 12.17 "Job description" is the listing of the duties, responsibilities, minimum qualifications, and authority of positions in a classification.
- 12.18 "Lateral transfer." A lateral transfer is movement within the same classification or to another classification within the same pay range. The employee's anniversary date and pay step remain the same.
- 12.19 "Minimum qualifications" are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific classification.
- 12.20 "Permanent employee" is a regular employee who successfully completes an initial probationary period, which shall be ten months for a ten month employee and twelve months for a twelve month employee beyond the initial date of employment by the district.
- 12.21 "Probationary employee" is a regular employee who will not become permanent until completion of a prescribed probationary period.
- 12.22 "Promotion" is a change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher maximum salary rate.
- 12.23 "Reallocation" is movement of an entire classification from one salary range or rate to another salary range or rate.
- 12.24 "Reclassification" is the upgrading of a position to a higher classification as a result of the increase of the duties and/or responsibilities being performed by the incumbent in such position.

- 12.25 "Reemployment" is the return to duty of an employee who has been placed on a reemployment list.
- 12.26 "Regular employee" is any employee, whether permanent, probationary, full time, or part time, who is not a restricted, substitute, short-term, or student employee.
- 12.27 "Restricted employee" is an employee hired pursuant to any local, state, or federally-funded program which restricts employment to persons in low income groups, designated impoverished areas, and any other criteria which restricts the privilege of all citizens to compete for employment under that program, except as may otherwise be specified by this Agreement.
- 12.28 "Safety conditions of employment" means any work-related condition affecting the health, safety, or welfare of the employee.
- 12.29 "Salary rate" is a specific amount of money paid for a specific period of service.
- 12.30 "Salary schedule" is a series of salary steps and ranges which comprise the rates of pay for all classes.
- 12.31 "Salary step" is one of the salary levels within the range of rates for a classification.
- 12.32 "Seniority in class" is secured by time spent in paid status within that class.
- 12.33 "Short-term employee" is a person hired for a specific temporary project of limited duration which, when completed, shall no longer be required.
- 12.34 "Student employee" is either an employee employed by the District three hours per day or less who is also a full-time student enrolled in the district; or any student in a position approved by the Association under terms of this Agreement employed by the District in any secondary school or college work-study program, or in any state or federally funded work experience program.
- 12.35 "Substitute employee" is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.
- 12.36 "Uniforms". Any clothing of a particular color, design, pattern, or style required to be worn by the District shall be considered a uniform.
- 12.37 "Voluntary demotion" is a demotion agreed to in writing by the employee and the District.
- 12.38 "Working hours". All hours in paid status shall be considered working hours.

SECTION 13 SALARY (SEE APPENDIXES C & D FOR SALARY SCHEDULES)

- 13.01
- A. Beginning in January 1986, the school district will treat PERS contributions which are collected from the employees as nontaxable pursuant to Resolution No. 543 to be adopted by the Board authorizing this to be done.

 - B. Asbestos Work is defined as: Any on-duty time worked on an asbestos abatement project or an emergency on any project that involves asbestos, from site set-up through site clean-up.
 - 1. Asbestos Compensation: Certified asbestos workers will be paid an extra \$5.00 per hour for performing the work defined above.

 - 2. Asbestos Work Assignment
 - a. The District and CSEA agree that asbestos work shall be assigned on the basis of Bargaining Unit Seniority.

 - b. As work becomes available, the opportunity for the work shall be offered in order of seniority to certified asbestos workers.

 - c. Thereafter, the work shall be offered on a rotating basis among the certified workers.

 - d. Any discontinuance of asbestos work shall be accomplished in reverse order of seniority.

 - 3. Notwithstanding the provisions cited in 2A through 2D, the competent person/supervisor, may at their discretion override these provisions based on work practices which may violate OSHA or EPA requirements.

The current (2011/2012) PUSD salary will be increased by 5% on the salary schedule, including extra duty, retroactively to July 1, 2013 and shall continue in effect without modification other than by negotiation. This payment will be paid by June 30, 2014. Extra duty retro will be paid no later than July 15, 2014.

- C. If another PUSD bargaining unit receives an *increase* higher than the settlement with CSEA, such increases will also be granted to CSEA *for this contract period* as a “me too” on wages.

13.02

Longevity

- A. All salary schedule steps beyond step E will require three years of service in the previous step. All steps beyond step I will be considered longevity steps. Effective July 1, 2006, each step beyond step I will be 4.8% greater than the previous step. Effective July 1, 2009, step P shall be the top step in the 37.5 hr/day and the 40 hr/day salary schedules, and there shall be no steps beyond step P.
- B. In cases of promotion, while the promoted individual's salary will increase no more than the prescribed figure in policy, the promoted individual's years of service in a three-year step (step E or higher), will be maintained (if the promoted individual is placed within a three-year step).

13.03

Professional Advancement Incentive Growth Program

A. Objectives of Program

The Governing Board recognizes that classified employees are an integral part of the Plumas Unified School District and, due to rapidly changing and increasingly technical and complex demands, there is a defined need for continuing education. The District agrees to recognize through salary increments the professional growth efforts of its classified employees.

B. Course Content

Professional advancement shall include educational activities, which increase knowledge and skills in the employee's regular assignment or enhance his/her qualifications for promotional opportunities.

C. Course Credit

Professional advancement credit for purposes of salary advancement shall be earned through enrollment in and satisfactory completion of accredited college or adult school classes, online courses or attendance at seminars, workshops, or conferences. In order to be credited with professional advancement, all work must be done outside the employee's regular work day. The employee shall receive, if possible, prior approval by the Professional Advancement Committee. All coursework must be submitted on the approved professional advancement form (see Appendix H). Coursework from webinars and online learning sites will be considered as valid resources. Salary credit may not be granted for coursework that has not received prior approval from the Committee.

13.03 D. Professional Advancement Increments

Ten (10) hours of class time in the professional advancement activities listed in Section 13.03A shall equal one (1) point, and ten (10) points (100 hours of class time) shall entitle the employee to a twenty-five dollar (\$25) per month worked increment, provided that certificate of attendance/participation is received (pass/credit is acceptable for non-graded/graded courses) or proof of attendance and hours for seminars, workshops and conferences. Ten (10) hours of attendance equals one point. Unit members may earn up to a maximum of four (4) such increments totaling one hundred dollars (\$100) per month worked (Example: a ten month employee will receive ten payments yearly; a twelve month employee will receive twelve payments yearly. Professional advancement increments are not subject to any increase.). Points may be earned only for coursework begun on or after June 30, 2000. Verification of completion shall be submitted within forty-five (45) days of the last day of the activity. College units must be verified within four (4) months following completion of the course. Professional advancement increments will be added to the employee's salary at the completion of the first pay period following the meeting of the Professional Advancement Committee at which points totaling or exceeding 15, 30, 45, and 60 are approved for that employee. Upon request, the committee shall notify those employees of the points they have accrued annually. Approved professional growth increments (payment) will be effective the first of the month following the month the completed application was received by the Human Resource Office.

E. Professional Advancement Committee

The Committee shall be comprised of two CSEA appointed representatives and two District appointed representatives. Meetings shall be conducted monthly unless there are no requests to be considered, and three members shall constitute a quorum. All actions require affirmation by a majority vote.

SECTION 14 VACATIONS

- 14.01 Eligibility. All employees in the bargaining unit shall earn paid vacation time under this article. Vacation benefits are earned on a fiscal year basis-- July 1 to June 30.
- 14.02 Paid Vacation. Except as otherwise provided in this section, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned.
- 14.03 Accumulation. Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:
- A. From the first month through the twelfth month of service, vacation time shall be earned and accumulated at the rate of 5/6 days of vacation for each month of service, not to exceed ten days per fiscal year. This section shall apply only to those employed after July 1, 1980.
 - B. From the thirteenth month through the third year, the vacation time shall be earned and accumulated at the rate of one day vacation for each month of service, not to exceed twelve days per fiscal year. This section shall apply only to those employed after July 1, 1980.
 - C. Commencing with the fourth year through the tenth year of service, vacation time shall be earned and accumulated at the rate of 1.25 days vacation for each month of service, not to exceed fifteen days per fiscal year.
 - D. Commencing with the eleventh year, through the twentieth year of service, vacation time shall be earned and accumulated at the rate of 1.67 days vacation for each month of service, not to exceed twenty days per fiscal year.
 - E. Commencing with the twenty-first year of service, vacation shall be earned and accumulated at the rate of 2.09 days vacation for each month of service, not to exceed a maximum of twenty-five days per fiscal year.

Examples:

Twelve-Month Employees:

1st year	10 days vacation
13th month through 3rd year	12 days vacation
4th year through 10th year	15 days vacation
11th year through 20th year	20 days vacation
21st year and longer	25 days vacation

Ten-Month Employees:

1st year	8 days vacation
13th month through 3rd year	10 days vacation
4th year through 10th year	13 days vacation
11th year through 20th year	17 days vacation
21st year and longer	21 days vacation

- F. Ten and twelve month employees will be granted two additional vacation days and must be taken in half or full day increments. Neither day will be included in the employee's salary but will be taken off in accordance with Section 14.08 for ten and twelve month employees, and may not be accumulated. Employees are expected to take these days as vacation. It is understood that these days are not to be used immediately before or after personal business leave days. If an employee requests these days and the request is denied, the employee shall be paid for the days at his or her regular daily rate. The employee is responsible for submitting an extra duty time sheet for these denied vacation days.

14.04 Vacation Postponement. If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that the vacation date be changed and the District may grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over the vacation to the following year.

- 14.05 A. Vacations - Full-time Employees. Full-time employees shall be expected to take their vacation. Accumulation of vacation in excess of 30 working days, and in excess of 40 working days for personnel with 20 years or more service, may result in the employee being required to take vacation or to be paid for the vacation days at the option of the governing board.
- B. Employees, other than 12 month employees will be paid for vacation days earned per section 14.03. The number of earned vacation days and earned holidays will be added to the number of school days to be worked and divided into equal paychecks. Said employees, while being paid the value of the vacation days, will not be allowed to take vacation during the school year.

14.06 Vacations - Part-time Employees. Part-time employees shall accrue vacation credit at the rate specified for other employees, as outlined in Section 14.03.

14.07 Holidays. When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

14.08

Vacation Scheduling.

- A. Vacations shall be scheduled at times requested by bargaining unit employees so far as possible within the District's work requirements as determined by the supervisor.
- B. Vacations should be scheduled at times when the employee's absence will not have an undue negative effect on the district's operations. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the supervisor shall approve vacations based on date of request.

14.09

- A. Interruption of Vacation. An employee in the bargaining unit shall 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 supporting information regarding the basis for such interruption or termination.
- B. If an employee's vacation is cancelled or interrupted by the district, the employee will be compensated for any unrecoverable costs incurred by the employee.

SECTION 15 LEAVES

- 15.01 Bereavement Leave. Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family, such leave not to exceed five days. Member of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, or court-ordered foster child or foster parent, or any relative living in the immediate household of the employee.
- A. "Spouse" as used in this section shall include a domestic partner registered with the California Secretary of State by the filing of a Declaration of Domestic Partnership per California Family Code section 297.
- 15.02 Military Leave. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 15.03 Sick Leave.
- A. Leave of Absence for Illness or Injury. An employee employed five days per week by the District shall be granted leave of absence for illness or injury, ten days for ten-month employees, twelve days for twelve-month employees, exclusive of all days he/she is not required to render service to the District with full pay, for a fiscal year of service.
- B. An employee employed five days per week, who is employed for less than a full fiscal year, is entitled to that proportion of twelve days leave of absence or injury as the number of months he/she is employed bears to twelve.
- C. An employee employed less than five days per week shall be entitled, for a fiscal year of service, to that proportion of twelve days leave of absence for illness or injury as the number of days he/she is employed per week bears to five. When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- D. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness, excluding overtime or holiday pay provided.

- 15.03
- E. At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year.
 - F. Pregnancy may be treated as an illness for the purposes of sick leave.
 - G. If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
 - H. The employee may convert unused sick leave to retirement credit in accordance with Section 20862.5 of the Government Code, or its successor, if the employee is filing for retirement.
 - I. If an employee has been laid off and later reemployed, any remaining sick leave at the time of layoff will be credited back to the employee when the employee is reinstated as provided in Section 15.03H.

15.04 Industrial Accident and Illness Leave. In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of this state, employees shall be entitled to the following benefits:

- A. An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a maximum leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- B. Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day.
- C. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave or vacation may then be used.

If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

- D. Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

15.05

Personal Necessity Leave. Any days of absence earned for sick leave under Section 15.03 of this section, up to a maximum of nine (9) days, may be used by the employee, at his/her election, in cases of personal necessity for the reasons described in subsections 15.05 A-C. When exercising such leave, the employee must, if possible, provide advance notice to his/her immediate supervisor. If circumstances make advance notification impractical, the employee must notify his/her supervisor as soon as possible.

- A. The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 15.01.
- B. As a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family; except there shall be no restriction for the use of available sick leave for the purpose of caring for an immediate family member (as defined in 15.08) in the event of a medical incident, accident or illness. Medical verification will be required after five days of leave.
- C. When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness.
- D. Other personal necessity which may be allowed under this regulation and which requires prior approval at the discretion of the superintendent include the following:
 - 1. Marriage of a member of the immediate family.
 - 2. Adoption.
 - 3. Unit member requests leave for reasons of personal necessity to take care of an estate or other family matters of pressing nature.
 - 4. The unit member seeks such a leave to resolve family problems following a crisis and/or to prevent a crisis. The resolution of the crisis may require the unit member to consult with, at home or away, law enforcement personnel, school officials, juvenile authorities, legal counsel, or any other agencies which may pertain to the health or welfare of the unit member's family.
 - 5. Up to four (4) days a year may be used in increments for attending school activities with their own children.

15.06 Personal Business Leave. A maximum of three days of absence earned for sick leave under Section 15.03 of this section, may be used by the employee, at his/her election, for personal business of a pressing nature.

- A. When exercising such leave, the employee must, if possible, provide advance notice to his/her immediate supervisor. If circumstances make advance notification impractical, the employee must notify his/her supervisor as soon as possible.
- B. Personal business leave shall not be used as vacation. If an employee requests personal business leave at the beginning or end of a scheduled vacation, or at the beginning or end of a holiday weekend, the employee shall explain the nature of the personal business.

15.07 Other Leaves Unpaid.

- A. Leaves of absence may be granted for purposes other than those specified elsewhere in the Agreement in accordance with the conditions stated in this section.
- B. Application for leave under this section should be submitted to the superintendent no later than 30 days prior to the beginning of the requested leave.
- C. The granting of leave under this section should be of benefit to either the district or the unit member. Leaves may be granted for professional, health, or personal reasons.
- D. While on leave under this section, unit members may elect to continue health and insurance coverage by arranging to pay premiums to the district office.
- E. When an unpaid leave of absence is granted, a date of expiration shall be established and provided to the unit member in writing. It shall be the responsibility of the unit member to notify the district of his or her intention to return no later than 30 days prior to the date of expiration of the leave of absence.

Unit members shall be entitled to return to service in the district in the same classification which the employee held prior to taking the leave.

15.08 Family Care and Medical Leave

A. Definitions:

“Immediate family member” refers to those family members defined in Section 15.01 Bereavement.

“Serious health condition” means an illness, injury, impairment or physical or mental condition of the employee or employee’s immediate family member that involves either:

1. Inpatient care in a hospital, hospice or residential health care facility, or
2. Continuing treatment or continuing supervision by a health care provider, as detailed in FMLA and its implementing regulations.

B. Eligibility

Any eligible employee who has served the District more than one continuous year shall be eligible to take family care and medical leave under the provisions of state and federal law. The District may deny family care and medical leave to employees who worked fewer than 1,250 hours during the previous year.

Family care and medical leave may be used for the following reasons:

1. Because of the birth of the employee’s child, and in order to care for the child.
2. Because of the placement of a child with the employee for foster care or in connection with the employee’s adoption of the child.
3. In order to care for the employee’s immediate family member.
4. Because of the employee’s own serious health condition which makes the employee unable to perform the functions of his/her job, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

15.08 C. Requests, Advance Notice and Certification

When possible, the employee shall give the District at least 30 days’ written advance notice of his/her need for family care and medical leave. If the

employee learns of the need for this leave fewer than 30 days in advance, he/she shall provide such notice as soon as practicable.

If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of district operations. This scheduling shall be subject to the health care provider's approval.

When requesting family care and medical leave because of a serious health condition, the request shall be supported by a certification from the health care provider of the person requiring care. This certification shall include the following:

1. The date on which the serious health condition began.
2. The probable duration of the condition.
3. If the employee is requesting leave to care for an immediate family member who has a serious health condition, the health care provider's certification of both of the following:
 - a. Estimated amount of time the health care provider believes the employee needs to care for the child, parent or spouse.
 - b. Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent or spouse.
4.
 - a. If the employee is requesting leave because of his/her own serious health condition, the health care provider's certification that due to the serious health condition, the employee is unable temporarily to perform the functions of his/her job.
 - b. The health care provider's certification need not identify the serious health condition involved. When the employee is requesting leave because of his/her own serious health condition, this information may be included at the employee's option.
 - c. If additional leave is needed when the time estimated by the health care provider expires, the District may require the employee to provide recertification as specified above.

d. If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.

e. If the District has reason to doubt the validity of a certification that accompanies a request for leave, the district may challenge the certification and require the employee to obtain, at District expense, a second opinion from a district-approved health care practitioner. If the second opinion is contrary to the first, the District may require, again at District expense, that the employee obtain a third medical opinion from a third health care practitioner approved by both the employee and the District.

D. Terms of Leave

1. Family Care and Medical Leave shall not exceed 12 work weeks during any 12-month period.
2. This 12-month period shall coincide with the District school calendar year.
3. Leave taken pursuant to the California Family Rights Act shall run concurrently with leave taken pursuant to the federal Family and Medical Leave Act (FMLA), except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to family care and medical leave, an employee may be entitled to take pregnancy disability leave. During the otherwise unpaid portion of Family Medical Leave or pregnancy disability leave, the employee may use any accrued vacation, sick time or other paid leave.
4. Leave taken for the birth or placement of a child must be concluded within one year of the birth or placement of the child. Such leave does not have to be taken in one continuous period of time. The basic minimum duration of the leave shall be two weeks.

E. Intermittent/Reduced Work Schedule Leave

Leave related to the serious health condition of the employee or his/her immediate family member may be taken intermittently or on a reduced work schedule when medically necessary. In such a case, the District may also transfer the employee temporarily to a different job, if such position is

available, that has the equivalent pay and benefits but could better accommodate recurring periods of leave. The employee must be qualified for the position, but the position does not need to have equivalent duties. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

F. Maintenance of Benefits

1. During the period of family care and medical leave, the employee shall continue to be entitled to participate in the District's medical, dental and vision plan in the same manner as if they were not on leave.
2. If the employee fails to return from leave after the leave period has expired for a reason other than the continuation, recurrence or onset of a serious health condition or other circumstances beyond the employee's control, the employee may be required to reimburse any health premiums paid by the District during the period of leave.
3. The employee shall also continue to be entitled to participate in life, disability and accident insurance plans, pension and retirement plans, supplemental unemployment benefit plans, and/or any other employee welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. In the absence of these conditions, the employee shall continue to be entitled to participate in these plans and the District may, at its discretion, require the employee to pay the premium for periods not covered by accrued leave.

15.08 G. Maintenance of Status

The employee shall retain his/her employee status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity or seniority under any employee benefit plan or collective bargaining agreement. For purposes of layoff, recall, promotion, job assignment and seniority-related benefits, the employee returning from family care and medical leave shall return with no less seniority than he/she had when the leave began.

H. Reinstatement

Upon granting an employee's request for family care and medical leave, the District shall guarantee to reinstate the employee in the same or a comparable position when the leave ends.

An employee who takes this leave has no greater right to reinstatement than if he/she had been continuously employed during the leave period. If the District reduces its work force during the leave period and the employee is laid off for legitimate reasons at the time, he/she is not entitled to reinstatement.

15.09

Catastrophic Leave

1. a. As defined by Ed. Code Section 44043.5 (a)(1) "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other time off.
- b. Classified Catastrophic Leave Committee. (Hereafter referred to as the Committee.) The Committee will consist of three members appointed by the Association and three members appointed by the District.
- c. This leave shall be administered in accordance with the procedures contained in Ed. Code Section 44043.5.
- d. The maximum time that can be pledged for this provision per applicant will be that applicant's work year. Pledges beyond that person's work year will not be accepted.
- e. Contributions under this section shall not cause an applicant's differential leave provision to begin again.
- f. Catastrophic Leave Credits shall not be used for illness or disability which qualify the participant for Workers Compensation benefits.
- g. Credits shall not be considered available leave for purposes of qualifying for PERS Disability.
2. a. Potential applicants must submit a completed Criteria for Qualification form to the director of personnel.
- b. The applicant will be required to submit medical verification of the need for this leave.

3. The Committee will review the employee's application for eligibility.
4. The personnel director will send applicant's form to the Committee.
5. The Committee will review the submitted information and make a determination as to the applicant's eligibility for catastrophic leave.
6. The Committee will notify the applicant of the Committee's action.
7. The Committee directs the personnel director to post Offers to Pledge forms at every job site.
8.
 - a. Potential pledgers submit Offer to Pledge forms to the personnel director. Pledgers will be notified as their donations are used.
 - b. Any pledged sick leave hours which are not used will be returned to the donor. (Note: Potential pledgers may wish to verify with PERS whether their contribution will impact their retirement credit.)
 - c. Pledges shall be used in the order that they are received on an equitable rotational basis.
9. An applicant who receives catastrophic leave in accordance with this section shall have exhausted all his/her accrued paid sick leave excepting differential leave which would be utilized after catastrophic leave.
10. Forms:
 - a. Criteria for Qualification (see Appendix F).
 - b. Offer to Pledge (see Appendix G). (Note: initial pledges will be a minimum of eight (8) hours and in one (1) hour increments thereafter. Any pledged time not used will be returned to the pledger. Pledgers must maintain a minimum of eight (8) eligible leave days, and may not pledge below that amount.)
11. Any PUSD employee may pledge hours to any other PUSD employee.

15.10 Break In Service. Notwithstanding the provisions of section 15.08, Family Care and Medical Leave, for purposes of seniority, no absence under any paid leave of any duration, or unpaid leave of up to a total of 18 months shall be considered as a break in service for any employee. All benefits accruing under the provisions of this agreement shall continue to accrue under paid leaves.

SECTION 16 NON-DISCRIMINATION

16.01 Discrimination Prohibited. No employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status, and to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.

16.02 No Discrimination on Account of CSEA Activity. Neither the District nor Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in CSEA activity.

SECTION 17 TRANSFERS

- 17.01 A. A transfer is defined as movement from one work site to another or one department to another. Employees who seek transfers from one work site to another or from one department to another shall file a new application with the District specifying the position(s), work site(s), and/or department(s) in which they seek placement.
- B. Employees may transfer when vacancies occur. Such transfers shall be in the same classification and pay range. The same pay step and anniversary date shall apply.
- C. Should promotion or demotion be involved in the relocation of an employee, the section relative to these factors shall apply.
- 17.02 Posting of Notice.
- A. Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site.
- B. The job vacancy notice shall remain posted for a period of ten (10) working days, during which time employees may file for the vacancy.
- C. Summer Postings. Notice for all job vacancies not associated with Section 8.15, Summer Work, occurring during the summer recess shall be mailed to all unit members who file a written request with the Personnel Office by May 1. The written request must contain the employee's current mailing address.
- 17.03 Notice Contents. The job vacancy notice shall include the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 17.04 Filing. Any employee in the bargaining unit may file for the vacancy by submitting a new application to the personnel department within the filing period. Any employee on leave or vacation may authorize his/her job representative to file on the employee's behalf.
- 17.05 Temporary Job Site Transfers. No employee shall be assigned to work in a work location other than the secondary school attendance areas of the normal work site for a period in excess of five working days consecutively without written consent of the employee.

- 17.06 Medical Transfers. The District may offer alternate work, when the same is available, to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternative work may constitute promotion, demotion, or lateral transfer to a related class.
- 17.07 Lateral Transfers. A lateral transfer is movement within the same classification or to another classification within the same pay range. The employee's anniversary date and pay step shall remain the same in both instances.
- 17.08 Involuntary Transfers The District may laterally transfer, per section 17.07, classified employees to another District work site within their high school attendance area as the needs of the District dictate. Classified employees whose involuntary transfer results in a split assignment shall be compensated for mileage per section 22.04
- 17.09 Mileage Compensation During Temporary Assignments. Any employee required to work at a work site on temporary assignment which is away from his/her normal work site, shall be compensated for the total mileage difference between the employee's normal work site and the employee's temporary work site at the amount established by the IRS.
- 17.10 The District shall approve transfers based on the following factors:
- A. The vocational and interpersonal skills, personal qualities, employment experience, and seniority of the applicant.
 - B. The performance of the applicant according to past evaluations.
 - C. The ability of the applicant, as demonstrated during the interview process, to satisfactorily perform the duties described in the job description.
- 17.11 Equal Seniority. If two or more employees subject to transfer have equal class seniority, the individual with the earlier hire date will be considered senior, or if they have equal hire dates, then the determination shall be made by lot.
- 17.12 The District will fill classified vacancies by first considering any current employees, or employees who are in layoff status (from another classification) who apply for the position. Current employees who meet the minimum qualifications set forth in the job announcement will be interviewed before any outside candidates are considered. A second interview for outside candidates will be held only if none of the current or laid-off employee applicants are qualified. The District will make the final determination of whether the candidate is qualified according to the criteria listed in Section 17.10.
- 17.13 The employee may request a conference with the Director of Personnel to review why he/she was not recommended for the transfer, and further may ask

for reason(s) in writing, including the overall rating the employee received on each interview question.

SECTION 18 PROMOTION

18.01 Promotion will depend on the following factors:

- A. The vocational and interpersonal skills, personal qualities, employment experience, and seniority of the applicant.
- B. The performance of the applicant according to past evaluations
- C. The ability of the applicant, as demonstrated during the interview to satisfactorily perform the duties described in the job description.

18.02 Posting of Notice.

- A. Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site.
- B. The job vacancy notice shall remain posted for a period of ten (10) working days, during which time employees may file for the vacancy.
- C. Summer Postings. Notice for all job vacancies not associated with Section 8.15, Summer Work, occurring during the summer recess shall be mailed to all unit members who file a written request with the Personnel Office by May 1. The written request must contain the employee's current mailing address.

18.03 Notice Contents. The job vacancy notice shall include the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

18.04 Filing. Any employee in the bargaining unit may file for the vacancy by submitting a new application to the personnel department within the filing period. Any employee on leave or vacation may authorize his/her job representative to file on the employee's behalf.

18.05 If an occupied position is reclassified, the incumbent shall be promoted in accordance with this Agreement, unless current procedures are already in effect to dismiss the incumbent.

18.06 The District will fill classified vacancies by first considering any current employees, or employees who are in layoff status (from another classification) who apply for the position. Current employees who meet the minimum qualifications set forth in the job announcement will be interviewed before any

outside candidates are considered. A second interview for outside candidates will be held only if none of the current or laid-off employee applicants are qualified. The District will make the final determination of whether the candidate is qualified according to the criteria listed in Section 18.01.

- 18.07 The employee may request a conference with the Director of Personnel to review why he/she was not recommended for the promotion, and further may ask for the reason(s) in writing, including the overall rating the employee received on each interview question.
- 18.08 Promoted employees shall be paid per Article 10.07.
- 18.09 Promoted employees shall have a ten month probationary period for ten month employees and twelve month probationary period for twelve month employees in their new positions. Probationary promoted employees whose performance is unsatisfactory shall, at the promoted employee's option, be either restored to their previous positions, with the same status and hire date they had on the date of their promotion, or shall exercise bumping and rehire rights per Section 20.05 in the same manner as if they had been laid off. An employee who is hired to fill the promoted employee position, will lose that position if they promoted employee chooses to return to their prior held position.

SECTION 19 CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

- 19.01 Placement in Class. Every bargaining unit position shall be placed in a class per Section 2 of this Agreement.
- 19.02 New Positions or Classes of Positions. All newly created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions describe duties performed by employees in the bargaining unit or which, by the nature of the duties, should reasonably be assigned to the bargaining unit.
- 19.03 Reclassification. Either party or unit member may request a reclassification at any time during the life of this agreement for any position. Such request will be submitted to the personnel office (per A). The Reclassification Committee is made up of two members appointed by CSEA and two members selected by the Superintendent.
- A. Positions reclassified will be considered upgraded and will not be considered a new position or require a job announcement or an interview. Employees who are granted reclassification will retain the hire date they had at the time of the reclassification. An employee who is reclassified shall be moved to that range and step of the new class which is closest to a 5% increase over the unit member's current rate of pay, but will not be less than 5%.
- B. Reclassification Time Limits
1. Reclassification form will be submitted during the period November 1 to January 31 to the personnel office.
 2. All requests will be given to the Reclassification Committee for their consideration by February 15.
 3. The committee will meet and recommendations finalized by March 15.
 4. Recommendations will be submitted to the District and the Superintendent by April 30.
 5. Tie votes on the committee will be submitted directly to the Superintendent by the committee, with both sides having the opportunity to explain their positions.
 6. Any recommendations approved by the Superintendent will be considered at the school board meeting in May or June.

SECTION 20 LAYOFF

- 20.01 Reason for Layoff. Layoff may occur for lack of work or lack of funds.
- 20.02 Reduction in Hours. Any reduction in regular assigned time shall be considered a layoff under the provisions of this section. An employee whose hours are reduced, and who elects to continue in his or her position with reduced hours shall be, at the employee's option, returned to a position in their former classification or to positions with increased time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.
- 20.03 Notice of Layoff. The District shall notify both the Association and the affected employees, in writing, no later than sixty (60) calendar days prior to any planned layoffs. No bargaining unit employee shall be laid off during the period of November 15 through March 15 of any school year unless such layoff is necessitated by the District's financial condition. It shall be the District's burden to establish that any such layoff is financially necessary. No layoff occurring during that period shall be arbitrary, capricious, or discriminatory.

Special needs aides, special needs attendants, Behavioral Attendants, Braillists, Educational Interpreters, licensed vocational nurses, and Special Ed bus drivers are defined as employees whose duties are assigned to specific students. In the event that there is a lack of work for the above-named positions, a layoff may occur during any month with 60 calendar days notice.

The District and the Association shall meet as soon as possible after the decision to recommend layoff of employees to the Governing Board, but no later than the week following the receipt of any notices of layoff to review the proposed layoffs and determine the order of layoff within the provisions of this Agreement. Any notice of layoff shall specify the reason for layoff and identify by name and classification the employees designated for layoff.

- 20.04 Order of Layoff. Any layoff shall be affected within a classification. The order of layoff shall be based on seniority within that classification and higher classifications throughout the district. An employee with the least seniority within the classification plus higher classifications shall be laid off first.
- 20.05 Bumping Rights.
- A. Bargaining unit employees whose positions have been eliminated or reduced may first exercise bumping rights within the bargaining unit in their current classification. If the employee is not able to retain their full daily hours by bumping into their current classification, the employee may exercise bumping rights into a previously held classification, dependent on seniority, providing they meet minimum qualifications. Employees bumping into a

higher previously-held classification must have had a satisfactory work record in the higher classification.

- B. Employees may bump into positions of up to one additional daily hour of employment than the position from which they are being laid off or reduced.
- C. Employees who receive a layoff notice will be contacted by the District and offered available choices of all less senior positions, in current or previously-held classifications, into which they are eligible to bump. If the employee is not able to retain their full daily hours by bumping, the employee may combine positions by additionally bumping into any less-senior position(s) in a current or previously held classification, providing the positions' hours do not conflict.
- D. For purposes of Bus Driver II bumping only, a "run" (also known as a position) is a series of bus stops that ends at home or school. A route is equal to one or more runs.

20.06 Layoff in Lieu of Bumping or Reduction of Hours. An employee whose position is reduced or eliminated may elect a layoff in lieu of bumping or reduction of hours.

20.07 Rehire Rights

- A. All rehire from layoff will be based solely on classification and date of hire in classification, and will be done regardless of daily hours of employment.
- B. Employees who exercise rehire rights into a site or attendance area other than the one from which they were laid off will have transfer rights back to their home site or attendance area prior to new or less-senior employees being hired or rehired at those sites or attendance areas.
- C. Notices of rehire vacancies shall be sent first-class mail with proof of service to the last known address of the employee. Employees shall be given 10 working days from date of postmark to respond.
- D. If an employee who is placed on the 39-month reemployment list fails to complete the probationary period in a new position, they retain the right to be returned to the reemployment list for the remainder of the initial 39 month period. (Assembly Bill 2307)

20.08 Equal Seniority. If two or more employees subject to layoff have equal classification seniority, the determination as to who shall be laid off will be made on the basis of hire date within the bargaining unit or, if that be equal, then the determination shall be made by lot.

20.09 Retirement in Lieu of Layoff. Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in

assigned time. Such employee shall complete and submit a form provided by the District for this purpose.

20.10 Seniority Roster. The district shall maintain a seniority roster indicating employees' classification seniority, updated at least quarterly. Rosters shall be made available to the Association upon request.

20.11 Improper Layoff. Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

20.12 Insurance. Employees who are laid off shall have their insurance coverage paid for a period of three calendar months after the date of layoff on the same terms and conditions that they had during the time of their employment. Individuals who have their hours reduced, which is technically a layoff, shall continue to have insurance coverage on the same terms and conditions that they received prior to the layoff for a period of three calendar months.

SECTION 21 SAFETY CONDITIONS OF EMPLOYMENT

- 21.01 District Compliance. The District shall conform to and comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.
- 21.02 Safety Committee. A safety committee shall be formed composed of two administrators appointed by the District and at least three members of CSEA, which committee shall review health, safety, sanitation, and working conditions to insure compliance with Section 21.01 above. The committee shall make recommendations to the District concerning improvements in health, safety, sanitation, and working conditions.
- 21.03 Release Time. The bargaining unit members of the committee shall be allowed reasonable release time to carry out their obligations under Section 21.02, as determined by the chairman of the committee.
- 21.04 Non Discrimination. No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 21.01.
- 21.05 PUSD agrees to provide CPR/first aid training to all classified employees, at no cost to the employee, at least once each year. Employees who attend district-provided CPR/first aid training at times outside of their regular duty hours shall be compensated for actual time spent in training according to the provisions of section 8 of this agreement. PUSD agrees to reimburse mileage costs to employees who travel outside of their high school attendance area to attend district-provided CPR/first aid training. Such reimbursement shall be at the IRS mileage rate.

SECTION 22 EMPLOYEE EXPENSES AND MATERIALS

- 22.01 Tools. The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties.
- 22.02 Safety Equipment. Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.
- 22.03 Physical Examination. The District agrees to provide the full cost of any medical examination required as a condition of continued employment, including but not limited to the provision outlined in Education Code Section 49406 or its successor.
- 22.04 Split Assignment Mileage Compensation. Employees administratively assigned to work at more than one job site shall be provided with a district vehicle or compensated for mileage traveling between job sites at the IRS mileage rate. This section shall apply only to split assignments that result from administrative assignment, not from unit members voluntarily combining two or more positions in a way that results in a split assignment.
- 22.05 Voluntary use of personal vehicle. Employees who volunteer, at the request of their administrative supervisor, to use their personal vehicles in order to perform job duties, shall be compensated for mileage driven in the performance of those duties at the IRS mileage rate.

SECTION 23 HEALTH, WELFARE, AND RETIREMENT BENEFITS

23.01 The District shall provide health and welfare benefits for the current contract and thereafter until changed by negotiation, as defined below:

A. Eligibility

1. Employees who are employed for 30 or more hours per week on a regular (not temporary) basis are eligible to enroll in the District sponsored life, vision, dental, and medical plans, and shall have the premiums for these plans for themselves and their eligible dependents paid by the district, less any applicable employee copayment. All unit members whose assignment is 30 hours or more per week must enroll in the District sponsored Dental and Vision plans.
2. All unit members whose assignment is 15 hours or more per week may enroll in the District sponsored Medical, Dental and Vision, and Life Insurance Plans. Premiums will be pro-rated against 30 hours per week. Employee Health Insurance Plans, (Medical, Dental, Vision and Life Insurance coverages) shall be limited to district employees working 15 hours or more per week.
3. The parties agree that any employee as defined in 23.01 (A) (1) and (2) above shall have the opportunity to apply for all health and welfare benefit coverage's during the first thirty (30) days of initial employment. In addition, any employee not previously covered shall be offered enrollment one (1) time each year.
4. Open enrollment periods are established by the District's insurance carrier(s). Employees will be notified by the District of an open enrollment period.
5. If a part-time employee elects not to participate in the available insurance programs, future enrollment will be governed by each insurance carrier's proof of insurability requirements.
6. All unit members who work at least fifteen (15) hours per week but less than full-time (1 FTE) shall receive the prorated amount of the current year cap applied first to the Medical Plan, then the Dental Plan, then the Vision and Life Plans.

B. Dental Insurance - The equivalent coverage of Delta Dental as offered in 2003/2004 shall be provided by the District.

23.01 C. Vision Insurance - The equivalent coverage of Vision Plan B (with a \$10 deductible) Vision Service Plan (VSP) or an equivalent provider will be provided by the District.

- D. Life Insurance – A \$50,000 term life insurance policy with Standard Life Insurance Company, or an equivalent provider.
- E. Disability Insurance - The District will deduct Classified Disability Insurance payments from employee pay warrants for all bargaining unit employees and submit them to the carrier to provide the disability coverage, at no cost to the District.
- F. Pre-Employment Notification - A notification to new employees will be made at the time of employment regarding monies to be withheld and benefits to be derived through the school year and summer months.
- G. Summer Coverage. Along with their regular monthly contributions, proportionate deductions shall be made from each employee who works less than 12 months during the regular work year to provide, in addition to District contributions, fully paid insurance during the summer months. In order for this to happen, the employee must sign a payroll deduction authorization statement.
- H. Leave of Absence - Insurance Coverage. When compensation ceases and the employee is on leave of absence without pay (except FMLA/CFRA, see section 15.08), he/she shall have the option of paying the full premium him/herself, provided the period of leave does not exceed 18 months without compensation. When premiums are paid in this way, the employee's status as an insured is that of an employee in continuous service, and he/she will not be required to furnish evidence of insurability upon return to active service.
- I. Employee Copayment. All insured employees will pay a monthly co-payment equal to the total cost of combined premiums minus the District contribution cap (prorated as defined in Section 23.01 A.3) on District paid benefits. The district contribution cap for 2012/2013 will be \$11,059. This amount shall continue as the contribution cap unless changed through negotiated agreement.
- J. Beginning with the 2004/2005 plan year, dollar savings resulting from unit members whose assignment is 30 hours per week or more who do not participate in the District's medical plans shall be maintained in a special reserve account, as described in section K. below. The District shall notify CSEA 193 by July 1 of each school year of the amount in this special reserve account. CSEA 193, through contract negotiations with the District, shall determine on an annual basis how to allocate the funds in this special account towards the health and welfare benefit program for the ensuing school year. The parties intend that specific uses of these funds may include, but not be limited to, purchasing additional coverage(s), subsidizing existing health plan premiums, reducing potential unit member co-pays, or reimbursing unit members for co-pays. No unit member shall receive "cash-back" other than co-pay reimbursement. Unspent money in the special reserve account shall be carried over from year to year.
- K. "Dollar savings", as used in section 23.01 J. above, shall be determined as follows: If a full-time CSEA 193 unit member (30 hrs./wk) does not participate in a medical plan

per subsection 23.01 A. 1. , the District will place in a separate reserve account described in section 23.01 J. an amount equal to the district contribution cap (section 23.01I.) less the annual premiums for dental, vision, and life insurance. This amount will then be multiplied by the decimal equivalent of the percentage of the fiscal year that the employee did not have district medical insurance coverage. This reserve fund shall not be available for allocation until the 2005/2006 plan year.

Examples: (All examples use hypothetical numbers, and are intended only to show how calculations are to be made)

Example: Employee A drops medical insurance during open enrollment in 2004, and does not re-enroll. District places \$6449 (\$8160 Cap Less \$1711 Dental, Vision, and Life Plans) into the reserve on July 1, 2005.*

Example: Employee B drops medical insurance on November 30, 2004 and does not re-enroll. Employee B does not participate in medical insurance from December 1, 2004 to June 30, 2005 for a total of 212 days, or 212/364, or .58. District places \$3740 (.58 x \$6449) into the reserve on July 1, 2005.

Example: Employee C drops medical insurance during open enrollment, 2004, then re-enrolls on March 1, 2005. Employee C does not participate in medical insurance from July 1, to February 28, for a total of 243 days, or 243/364, or .67. District places \$4321 (.67 x \$6449) into the reserve on July 1, 2005.

Employees non-participating in medical plan only in 2004/2005	6.37
<u>Calculation</u>	x \$6449
Total placed in special reserve on 7/1/05	\$41,080
Total available for negotiation on 7/1/05	\$41,080

*(Dental, \$116.38 + Vision, \$18.19 + Life Insurance, \$8.00 = \$142.57 per month x 12 = \$1710.84 per year.

L. If another PUSD bargaining unit receives an increase higher than the settlement with CSEA, such increases will also be granted to CSEA for this contract period as a “me too” on benefits.

23.02 A. Insurance Committee. The Insurance Committee shall be composed of three members selected by the Board and three representatives from each employee unit agreeing to participate in the insurance administration program outlined below:

1. The committee shall meet at least quarterly. At their first meeting, they shall establish procedures for their operation, including a provision for calling meetings in addition to the scheduled quarterly meetings. At the quarterly meetings, the committee shall receive an account statement of claims paid during the insurance year.
2. The Superintendent shall designate the district administrator who will be responsible for the day-to-day operation of these programs.
3. The committee shall recommend to the Superintendent medical, dental, vision and life insurance plans.

The Insurance Committee will actively seek competitive insurance rates and provide an ongoing evaluation of the insurance programs service provided by the insurance claims administrative entity. The representatives to the Insurance Committee will submit periodic reports to the Association and the District.

C. Any substantive change in Insurance programs shall be negotiated.

D. If CSEA 193 does not agree to participate in the insurance administration program outlined above, the medical, dental, vision, and life insurance plans provided to CSEA 193 members will be negotiated directly using the process described in Section 3 – Negotiation Procedures.

23.03 Continuation of Benefits. Unit members who are absent on account of illness, accident, quarantine, injury, or pregnancy, and who have exhausted their accumulated sick leave, shall receive the same health and welfare benefits they received prior to the onset of the illness, accident, quarantine, injury, or

pregnancy, for a period not to exceed three (3) months from the date of exhaustion of sick leave, or until the unit member qualifies for American Fidelity Disability, which-ever comes first.

- A. Any unit member separating from the district may elect to continue insurance coverage under the district insurance plans at their own cost in accordance with the COBRA regulations in effect at the time of termination of employment.
- B. In the event of the death of an employee, the surviving spouse and/or dependents shall continue to be eligible for medical, dental, and vision benefits provided under this section, at their own cost, with payments made to the district office, until Medicare eligibility, or pursuant to carrier's eligibility language.

23.04 Retirement

- A. Upon entering PERS retirement, the retiree may elect to remain in the District's health program (including spouse) by paying entire cost plus service/administration fees up to age 65. Upon death of the retiree (prior to age 65), spouse may continue coverage by paying full costs until age 65 if the spouse was covered at the time of the retiree's death. All eligibility language must be compliant with the terms of the carrier's contract presently in force with the Plumas Unified School District.

23.05 B. Calculation of Retirement Medical Benefits

Upon retirement, qualifying CSEA members of the Plumas Unified School District will be able to use unused sick leave to calculate health benefits.

A member must have accumulated at least 554 hours of sick leave to qualify for benefits under this section, and all applicable hours must have accumulated as a result of working for the Plumas Unified School District.

A member must be fifty-five (55) years of age or older and worked for the District at least ten (10) years to participate in this plan.

Health benefits will be capped at \$6648.

Any increase in the health benefit costs for future years will be paid by the CSEA retiree.

(Example: If the health benefit costs for a year are \$7000, the retiree will have a co-pay of \$352.00 per year, i.e. $\$7000 - \$6648 = \$352.00$).

The Plumas Unified School District and CSEA Chapter 193 agree that the 554 hours referenced in Section 23.07 equals one year of health benefits. Any hours in excess of the 554 hours will provide prorated benefits beyond one year. (Example: 604 hours is 50 hours beyond 554. The ratio is 50 divided by 554 = .090 of \$6648 equals \$598.32. \$598.32 would be the amount that could be applied toward the calculation of health insurance.) Should the prorated amount not equal the monthly health insurance premium, it will be the responsibility of the retiree to pay the difference between the prorated amount and the actual monthly premium.

23.05 C. Retirement Incentive Program

- (1) Employee criteria:
 - (a) Fifteen (15) years with the District and at least 55 years of age, OR
 - (b) Twenty (20) years with the District and at least 50 years of age
 - (c) Must have been working four (4) or more hours per day for each of the past five (5) years.*
 - (d) Must have worked, including vacation and holiday accrual no less than 200 days per year for each of the past five (5) years*

* It is the intent of the parties that unit members who have met the criteria described in 23.05 (C) (1) (a) – (d), and who subsequently have their hours and/or days of employment involuntarily eliminated, or reduced by the District to below the levels required in 23.05 (C) (1) (c) and (d), shall continue to be eligible for the Incentive described in 23.05 (C) (2) for as long as they have rehire rights per this contract and the California Education Code.

(2) Incentive:

Each employee that meets the above criteria shall, upon retirement, receive from the District a retirement incentive payment for a period of four years.

The payment will be equal to the following:

70% of the savings generated at the employee's retirement date. It will be this calculation that determines what the savings will be for each of the four years.

Employees who submit a letter of resignation for purpose of retirement no later than May 1 with an effective date no later than June 30 will receive their incentive payment in August of

that year and each August thereafter for the remaining three years.

Employees who submit a letter of resignation for purpose of retirement after May 1 shall receive their first incentive in August of the following calendar year, and each August thereafter for the remaining three years.

A retiree meeting the requirements of the retirement incentive program, whose position is filled by the transfer or promotion of a current employee, will have his/her benefit determined by calculating the difference in pay between Step A of the retiree's classification and the retiree's step at the time of his/her retirement.

Likewise, if the decision is made not to fill a qualifying retiree's position, the retiree's benefit will also be determined by calculating the difference in pay between Step A of the retiree's classification and the retiree's step at the time of his/her retirement.

(3) In the event the retiree dies between the date of retirement and the four years this incentive is in effect the balance of the retirement incentive from the district will be paid to the retiree's beneficiary.

SECTION 24 DISCIPLINARY ACTION

24.01 Procedures

A. Progressive Discipline Procedure

1. The District agrees to administer discipline progressively, which means that actions such as warning and reprimands would precede suspension or dismissal except in cases where the seriousness of the problem justifies immediate suspension or suspension leading to dismissal. The burden of proof shall remain with the district. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems which from time to time arise with respect to employee performance. The employee may have CSEA representation at any or all stages of the discipline process.
2. Written Warning: Except in those situations where an immediate suspension is justified under the provision of this Agreement, an employee whose work or conduct is allegedly of such character as to incur discipline shall first be specifically warned in writing by the supervisor. Such notice shall clearly state the nature of the employee's alleged deficiency and the steps which must be taken to rectify the situation. The employee shall have 30 days to correct the situation. An employee who has received such a warning may appeal the warning notice through the superior of the supervisor by requesting a meeting with that superior in writing. The superior will, within 30 days of receiving the request, meet with the employee, his or her supervisor, and a CSEA representative designated by the Chapter President.
3. Written Reprimand: In the event that the alleged deficiency persists, the supervisor shall prepare a written reprimand for the employee. Such notice shall clearly state the nature of the employee's alleged deficiency the steps which must be taken to immediately rectify the situation, and the potential disciplinary action which may be taken if the deficiency is not corrected.

B. "Disciplinary action" includes any action whereby an employee is deprived of any classification or any indicant of any classification in which he has permanence, including dismissal, suspension or demotion, except a layoff for lack of work or lack of funds.

C. A classified employee may be disciplined only for cause. Such action shall not be effective until written charges are filed and served upon the employee and the District has taken action as herein stated except as set forth in Section 24.04 of these procedures.

- D. No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause could be reasonably assumed that the employee should have disclosed the fact to the district. (E.C. Section 45113.)

24.02

Cause for Disciplinary Action of Permanent Classified Employees:

One or more of the following causes shall be just cause for discipline, including suspension, demotion or dismissal of any permanent classified employee.

- A. Incompetence in the performance of the duties of his/her position.
- B. Inability to perform assigned duties due to failure to meet or retain job qualifications (including, but not limited to, failure to possess required licenses or failure to pass required tests).
- C. Insubordination (including, but not limited to, refusal to do assigned work, i.e., job related duties).
- D. Carelessness or negligence in the performance of duty or in the case or use of district property.
- E. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
- F. Dishonesty; fraud.
- G. Drinking alcoholic beverages on the job or reporting for work while under the influence.
- H. Use of narcotics or controlled substances while on the job, or reporting to work while under the influence of a narcotic or controlled substance.
- I. Conducting private business during assigned hours of employment.
- J. Arrest for a sex offense as defined in Education Code Section 44010.
- K. Conviction of a narcotics offense as defined in Education Code Section 44011.
- L. Repeated and/or unauthorized absenteeism and/or tardiness including illness or other leave provisions.
- M. Knowingly, falsifying any information supplied to the district, including but not limited to, information supplied on application forms, employment records, or any other district records.

- N. Willful or persistent violation of the Education Code or rules and regulations of the district.
- O. Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means.

24.03 A. Skelly Hearing

Prior to the filing of charges with the District, a Skelly Hearing will be held. This hearing will be conducted by the Personnel Director. If the proposed disciplinary action is the result of a recommendation by the personnel director, the hearing will be conducted by an alternative administrator. Prior to this hearing, the proposed disciplinary action and the reasons for the proposed disciplinary action will be provided to the unit member in writing. During this hearing, the proposed action and the reasons for the proposed action will be discussed with the unit member, and any response of the unit member will be considered. The unit member at his/her option may have the counsel of a CSEA representative during the proceedings. If, at the conclusion of the hearing the charges are not dismissed, the superintendent shall file charges with the District.

B. Charges

1. When the District seeks the imposition of any disciplinary action as defined in Section 24.02, charges shall be made in writing and served in person or by registered mail upon the employee, with a copy to the CSEA 193 Chapter President. Charges shall include:
 - a. The specific charges against the employee which shall include times, dates, and locations of chargeable actions or omissions;
 - b. The penalty proposed; and
 - c. A statement of the employee's right to a hearing and appropriate forms for the employee to use in requesting a hearing.
2. If the employee fails to request a hearing within five (5) days after receipt of the charges, the discipline will be imposed.
3. If a request for a hearing is filed within five (5) days after receipt of the charges, the provisions of Section 7.10 C - Arbitration of this agreement shall apply.

24.04 Emergency Suspension. CSEA and the District agree that emergency situations can occur if the employee's continued presence could potentially cause very serious harm to the district and/or public. In this event, the superintendent may suspend the employee pending action being taken pursuant to Sections 24.03 B & C. The suspension, up until the Skelly Hearing, will be with pay unless otherwise prescribed by law.

24.05 General Provisions

- A. If the District finds in favor of an employee who has been suspended without pay, it may order paid all or part of the employee's compensation from the time of the employee's suspension and shall order the employee's reinstatement upon such terms and conditions as it may determine appropriate.
- B. Any notice or request shall be deemed sufficient when delivered in person to the employee to whom it is directed or when it is deposited in the United States certified mail, postage prepaid and addressed to the last known address of the employee.
- C. The term "superintendent" shall refer to the district's superintendent or other administrator authorized to act as the superintendent's designee.
- D. Probationary unit members may be released with no cause during the ten months for ten month employees and twelve months for the twelve month probationary period without the right of appeal or hearing.
- E. Disciplinary proceedings shall be confidential.
- F. Timelines may be extended by mutual agreement.

SECTION 25 TRANSPORTATION PROVISIONS

25.01 Special Trips

A. The transportation supervisor or his/her designee will assign special trips on a rotational basis within each high school attendance area. This process will allow the driver at the top of the list within each attendance area the option of selecting from available trips. Such driver will remain at the top of the list until that option is exercised. If a driver selects a trip and elects within 48 hours of trip departure not to take that trip, the driver will go to the bottom of the rotation list, as if he/she had driven the trip. The driver special trip rotation list shall be posted in the PUSD Transportation Facility employee lounge and in a conspicuous location at each school site.

1. Unit members employed as drivers, who hold a valid class B operator's license with a passenger transportation endorsement and a valid school bus operator's certificate will be chosen first.
2. Employees on the substitute bus driver list will be chosen second.

25.02 Field Trip Request Forms shall be available for inspection by drivers upon request to the Supervisor of Transportation. All special trip information, including departure and return times, number of students, activity, and destination will be posted and emailed to ~~at~~ driver job sites. Special trips shall be scheduled monthly and offered to (and filled by) drivers per section 25.01. It is understood that exceptional circumstances will, on occasion, preclude posting of special trip information before the trip is taken.

- 25.03
- A. It is understood that, in the case of the assignment of bus driver to special trips, Section 25 shall supersede the provisions set forth in Section 8.12. Bus drivers, therefore, will be solely governed by Section 25.
- B. FRC Elderhostel trips shall be covered under the provisions of 25.01 during the regular school year. During the summer, the FRC Elderhostel trips will be open to all drivers in the District. Those trips shall be organized such that a one week assignment is classified as one trip. Drivers will apply to work the summer trips and be placed on a rotational basis pursuant to the procedures utilized in 25.01.

25.04 Clarification - Section 25.

- A. Permanent drivers shall have the opportunity to select a special trip instead of a regular run within a high school attendance area as per Section 25.01. The details of the trip will be presented to the driver, and, if he/she makes the choice to take a special trip, it is understood by all

parties that the choice will be his/hers. Every effort will be made to brief the driver on events which could lead to cancellation of the trip, although it is understood that it is not possible to predict all contingencies.

- B. In the case where a bus driver selects a special trip, and a substitute is employed for the regular run, and then the trip is subsequently canceled at the last minute, due to weather, the individual who had selected the special trip will be directed to:
1. Complete the remainder of his/her normally-scheduled duties at his/her regular rate of pay for the time worked, or, if that is for some reason not feasible,
 2. To select between the following options:
 - a. To perform other duties, in class, or as mutually agreed upon, and as assigned by the supervisor of transportation or his/her designee for the remainder of the regular work day. Compensation shall be at the regular hourly rate for the time worked, or
 - b. To return home, without compensation, unless he/she has already reported for duty prior to being notified of the cancellation, and then the 2-hour minimum rule will apply.

In the case of Sections "a" and "b" above, the substitute driver will continue working in lieu of the regular driver. All terms and conditions of California law pertaining to the length of driving time and the required period of rest before new driving would apply.

- C. In the case where a bus driver selects a special trip, and a substitute is employed for the regular run, and then the trip is subsequently canceled at the last minute, due to reasons other than the weather, the individual who had selected the special trip will be directed to:
1. Complete the remainder of his/her normally-scheduled duties at his/her regular day's pay or, if that is for some reason not feasible,
 2. To select between the following options:
 - a. To perform other duties, in class, or as mutually agreed upon, and as assigned by the supervisor of transportation or his/her designee for the remainder of the regular work day.

Compensation shall be at the regular day's pay for performing these duties, or

- b. To return home, without compensation, unless he/she has already reported for duty prior to being notified of the cancellation, and then the 2-hour minimum rule will apply.

In the case of Section "a" and "b" above, the substitute driver will continue working in lieu of the regular driver. All terms and conditions of California law pertaining to the length of driving time and the required period of rest before new driving would apply.

- D. The above provision outlines the options of an employee who selects a special trip. This provision is not intended to prevent the school district from assigning special trips to regular employees after they have performed either part or all of their regular assignment, if in the best interest of the district, that assignment is necessary and appropriate.

25.05 For all special trips scheduled in excess of 16 consecutive hours of on-duty time, the driver will be directed to make provisions to take the required off-duty time, to allow him/her to legally and safely resume service for the return portion of the trip. It will be the responsibility of the transportation supervisor, insofar as is possible, to notify drivers of the need to schedule the necessary off-duty time. In the event, due to special circumstances, that off-duty time cannot be arranged, central dispatch will assign a relief driver to the trip.

25.06 Drivers assigned to a special trip that includes two (2) or more overnight stays shall be guaranteed a minimum of eight (8) hours for the day following each night spent away from home, except for the last day of the trip. On the last day of the trip, the driver will receive the actual amount of time on duty. Drivers on special trips will be paid for all on-duty time.

25.07 Mandatory Drug Testing

- A. Drivers will be paid for time traveling, waiting and testing when drawn for mandatory drug test.
- B. A unit member may request that another employee of his/her choice be present during the mandatory drug testing. It is understood that the person being requested must be in paid status during this time or do it on a volunteer basis. Furthermore, such person will not be taken away from his/her scheduled assignment without the permission of the employee's supervisor.

SECTION 26 CONTRACTING AND BARGAINING UNIT WORK

- 26.01 Restriction on Contracting Out. During the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed or is performable by employees in the bargaining unit covered by this Agreement, unless constraints of time or existing employees or equipment available preclude the completion of necessary jobs, and temporary contractual service is needed, or unless contracting is specifically required by the Education Code.
- 26.02 Notice to CSEA. No contract for services which might affect employees in the bargaining unit shall be let until the Association has been provided advance notice of the award.

SECTION 27 SEVERABILITY

- 27.01 Savings Clause. If during the life of this Agreement there exists any applicable law or any applicable rule, regulation or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulations, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 27.02 Replacement for Severed Provision. In the event of suspension or invalidation of any section of this Agreement, the parties agree to meet and negotiate within 30 days after such determination for the purpose of arriving at a mutually satisfactory replacement for such section.

SECTION 28 DURATION

- 28.01 Length of Agreement. This Agreement shall become effective on July 1, 2015, and shall continue in effect to and including June 30, 2018, and from year to year thereafter, unless alterations or amendments are made in accordance with Negotiations Procedures, Section 3.

Each party may open two sections exclusive of Sections 13 and 23.

SECTION 29 SIGNATURES

For the District:

For the Association:

Micheline G. Miglis
Superintendent of Schools

Judith Yocum
President, CSEA Chapter #193

Date

Date

Appendices

Appendix A.....Grievance Forms

Appendix B.....Evaluation Forms

Appendix C.....Salary Schedule 37.5 hr

Appendix D.....Salary Schedule 40 hr

Appendix E.....Reclassification Form

Appendix F.....Catastrophic Leave Criteria for Qualification

Appendix G.....Catastrophic Leave Offer to Pledge Sick Leave

Appendix H.....Professional Advancement Form

Appendix I.....Exit Checklist