

MASTER CONTRACT AGREEMENT

between

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

July 1, 2017 – June 30, 2020



# TENTATIVE AGREEMENT



Pacific Grove Unified School District  
AND  
Classified Employee Association Chapter 229  
2016-2017 Negotiations  
Tentative Agreement

The Pacific Grove Unified School District ("District") and Classified Employee Association ("CSEA") (collectively referred to as "the parties") agree to the following terms ("Agreement") to close negotiations for the 2016-17 school year.

Article I, General Provisions of the Agreement, DURATION: This agreement shall be effective and in full force July 1, 2017 through June 30 2020 except that both parties agree that total compensation will not be open for negotiations until the 2019-2020 school year

1. **Article II Wages, Total Compensation**

The CSEA Salary schedule shall be increased by 3% effective July 1<sup>st</sup>, 2017 for the 2017-18 school year and increased by 3% effective July 1<sup>st</sup>, 2018 for the 2018-19 school year. If any other employee group receives more than 3% increase in total compensation for these school years, CSEA shall receive the same percentage increase which both parties agree will be non-precedent setting.

2. **Article II, Wages, M. Professional Growth, 2., d. (New Language added)**

d. Professional Growth Credit is allowed only for advertised class periods/sessions. To receive professional growth credit, employees must submit record of attendance hours. For on-going classes, check in with the committee to report progress at least one time per year or when the limit of 50 hours has been completed. To receive professional growth credit for PGUSD Adult Education courses, employees must submit completion forms for each advertised session.

**Article VIII, B, 5, Promotion and Transfers**

Transfer Process: When an existing position becomes vacant, the Employer shall first notify in writing, bargaining unit Employees in the same classification, of the vacancy.

Non Probationary Employees serving in the same classification shall have a reasonable opportunity to apply for transfer in writing within five (5) working days. Such employees shall be considered first for the vacant position. If, within the consideration process, it is determined that the employee has been completing the requirements of the classification, in an "Effective Meets Requirements" manner as documented in Appendix H for a minimum of the most recent one (1) year **(9) nine-month** period and has no limitations that would preclude satisfactory performance in the vacant position, as documented by most recent employee evaluations, then the employee shall be transferred to the vacancy. If more than one employee is eligible for the transfer then the most qualified employee, as recommended by the interview committee, shall be given priority.

3. (New Language added to **Article V, Section J**; to reflect updates to the state law under AB 2393 (Ed Code §45196.1)

Child Rearing Parental Leave: Qualified Employees shall be entitled to **Parental Leave** for the purpose of rearing his/her natural or adopted child.

Parental leave means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. It shall be available to both full-time and part-time employees who have completed 12 months of employment with the District.

Although the California Family Rights Act (CFRA) and the Family and Medical Leave Act (FMLA) have a requirement that the employee must work 1,250 hours in the previous 12 months, AB2393 eliminates this hourly requirement for parental leave.

When using accrued sick leave and differential pay for paid parental leave, the employee must

first exhaust his/her accrued sick leave before using differential pay.

If both parents work for the School District, they shall have a combined 12 workweek period for child bonding and must decide how to share the 12 weeks of parental leave.

Parental leave shall run concurrently with unpaid parental leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for a total of 12 workweeks during any 12-month period.

Ratification: This Agreement shall take effect and become binding on the Parties upon ratification by the PGUSD Governing Board and CSEA.

DISTRICT		CSEA	
Billie Martez	6/16/17	Wesley Ternullo	6/16/17
B. Martinez	6/16/17	Rachel A. Merri	6-16-17
J. Williams	6/20/17	Patti Odell	6/16/17
A. Williams	6-22-17		

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# CONTRACT



ARTICLE I

GENERAL PROVISIONS OF THE AGREEMENT

A. Terms of Agreement: THIS BINDING, BILATERAL AGREEMENT, hereinafter referred to as the Agreement, by and between the Pacific Grove Unified School District, hereinafter referred to as "Employer," and the California School Employees Association and its Chapter #229.

B. Recognition: The Employer hereby acknowledges that the Association is the exclusive bargaining representative for all classified Employees holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. All newly created positions, except those that are lawfully exempt (certificated, management, confidential, supervisory, one-hour noon duty supervision positions, full time high school students employed part time, and professional experts employed on a temporary basis for a specific project by the Governing Board or by the Employer's Director of Human Resource) shall be assigned to the bargaining unit. The determination of management, confidential or supervisory Employees shall be made by mutual agreement between the Employer and the Association. Disputed cases shall be submitted to PERB for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the Employer and the Association subject to the rule of PERB.

C. No Discrimination on Account of CSEA Activity: Neither the Employer nor the 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 activities.

D. Organizational Rights: The Association shall have the following rights in addition to the rights contained in any other portion of this agreement:

1. The right of access at reasonable times to areas in which Employees work.
2. The right to use without charge institutional bulletin boards, mailboxes, and the use of the school mail system (postage to be paid by the Association), and other Employer's means of communication for the posting or transmission of information or notices concerning Association matters.
3. The right to use without charge institutional equipment, facilities, and buildings at reasonable times, subject to availability per established procedure.
4. The right to review Employees' personnel files and any other records dealing with Employees when accompanied by the Employee or on presentation of a written

1 authorization signed by the Employee.

2 5. The Association shall have the right to be supplied with the complete  
3 seniority roster of all bargaining unit Employees by May first. The roster shall indicate the  
4 Employee's present classification, any hours served in other classifications and primary job site.

5 6. The right to receive two (2) copies of any budget or financial material  
6 submitted at any time to the Governing Board except materials allowed by law for closed  
7 sessions.

8 7. The right to release time for Employees who are Association officers or  
9 negotiators to conduct necessary Association business.

10 8. The right to meet and negotiate with the Employer concerning the  
11 increase in hours in any given classified position.

12 9. The right to meet and negotiate with the Employer concerning the  
13 decrease in hours in any given classified position. (See Article XI, Employee Layoffs/Change in  
14 Assigned Time.)

15 10. The right to meet and negotiate the salary placement with the Employer  
16 concerning any new position in the Unit. (See Article II, Wages)

17 E. Distribution of Agreement: Within thirty (30) days after the execution of this  
18 Agreement, the Employer shall print or duplicate and provide without charge, a copy of this  
19 Agreement to each unit member, plus twenty (20) extra copies.

20 F. Savings Provision: If any provisions of this Agreement or any application thereof  
21 are held to be contrary to law by court of final jurisdiction or the Public Employment Relations  
22 Board (PERB), such provision or application shall be deemed invalid, to the extent required by  
23 such court or the PERB but all other provisions shall continue in full force and effect, negotiations  
24 to replace or amend the severed provisions shall commence within thirty (30) days of the time  
25 the provision must be severed.

26 G. Employees Working in Exempt Positions: If a permanent classified Employee is  
27 hired to serve in such a position, he/she shall retain status as a permanent Employee. If he/she  
28 is terminated from the exempt position, he/she shall have bumping rights in his/her former class  
29 in the same manner as if he/she had been laid off for lack of work or lack of funds.

30 H. Duration: This agreement shall be effective July 1, 2014, through June 30, 2017  
31 except that the District and Association may exercise an option to re-open negotiations for the  
32 2015-2016 and 2016-2017 contract years for total compensation adjustment and any mutually



1 agreed upon item.

2 It is further agreed, that if and only if, there is a net increase in total ongoing  
3 unrestricted revenues in excess of the budget projection of May 5, 2011 resulting from  
4 property tax, state funds (after "fair share" reductions) or federal funds that are received that  
5 can be used to increase salaries, then both parties shall resume negotiations.

6 The determination of whether there is a "net increase in ongoing unrestricted revenues"  
7 shall be based on budget reports and projections provided to the Board at the time of budget  
8 revisions beginning with the first revision tentatively scheduled for August 2011.

9 The District and Association will strive to begin negotiations at least one hundred and twenty  
10 (120) days before the end of a contract year.

11

1 ARTICLE II

2 WAGES

3 A. Distribution of Job Information: Upon initial employment and each change in  
4 classification, each affected Employee in the bargaining unit shall receive a copy of the applicable  
5 job description, a specification of the monthly and hourly rates applicable to his/her position,  
6 benefits of the position (health, vision, dental, Association membership and Association life  
7 insurance), a statement of the position, a statement of the Employee's regular work site,  
8 regularly assigned work shift, the hours per day, days per week, and months per year.

9 B. Regular Rate of Pay: The regular rate of pay for each position in the bargaining  
10 unit shall be in accordance with the rates agreed to by the Association and the Governing Board  
11 as specified in Appendix B. The regular rate of pay shall include any shift differential, longevity  
12 increment and professional growth award required to be paid under this Agreement. Should the  
13 Employee fail to provide the following, disciplinary action may be taken in accordance with Article  
14 XI of this agreement.

- 15 1. W-4 form signed by unit member;
- 16 2. Retirement form signed by unit member;
- 17 3. Current notice of immunity from tuberculosis is filed;
- 18 4. Fingerprints have been taken;
- 19 5. PERS Authorization;
- 20 6. Insurance forms.

21 C. Noon Duty Supervision:

22 1. Regular Classified Employees who perform noon duty supervision shall be  
23 compensated at their regular rate of pay for all hours worked. Employees with multiple positions  
24 shall be compensated at their highest rate of pay.

25 D. Paychecks: All regular paychecks of Employees in the bargaining unit shall be  
26 itemized to include all deductions within allowance by the Monterey County Office of Education.

27 1. Frequency: All Employees in the bargaining unit shall be paid once per  
28 month on the last working day of the month. If the normal pay date falls on a weekend or  
29 holiday, the paycheck shall be issued on the preceding workday.

30 a. Eleven month employees working at least one day in the twelfth month  
31 will receive twelve (12) paychecks. Similarly, employees who work ten months or less, and work  
32 at least one day in the eleventh month, will receive eleven (11) paychecks.

1           2.     Changes: All unit Employees shall be provided with an explanation of any  
2 changes made in the Employee's pay warrant, including deductions or salary increases, at the  
3 time adjustments are made.

4           E.     Payroll Errors: Any payroll error resulting in insufficient payment for an  
5 Employee in the bargaining unit shall be corrected (including overtime pay), and a supplemental  
6 check issued, not later than three (3) working days after the Employee provides notice to the  
7 payroll department.

8           1.     Overpayment: Any payroll error resulting in an overpayment to an  
9 Employee shall be repaid. When a payroll results in an overpayment to any Employee, the  
10 affected Employee shall be allowed to make repayment on a monthly basis not to exceed thirty  
11 (30) days for each month of the payroll error.

12          F.     Special Payments: Any payroll adjustment due to an Employee in the bargaining  
13 unit as a result of working out of class, re-computation of hours, or for other reasons such as  
14 procedural errors, shall be made and a supplemental check issued no later than five (5) working  
15 days following notice to the payroll department.

16          G.     Lost Checks: Any paycheck for an Employee in the bargaining unit which is lost  
17 after receipt shall be delivered within eight (8) working days following the Employee's demand of  
18 the payroll department for replacement of the check.

19          H.     Pay Increases: The Employer shall make a lump sum payment of an agreed upon  
20 retroactive wage increase resulting from this Agreement or any amendments thereto within  
21 thirty (30) days of the Agreement between the Association and the Employer.

22          I.     Salary Schedule: (See Appendix B)

23           1.     All payments for years of service (longevity), step advances, and  
24 professional growth awards will be added to the classified Employee base salary schedule.

25           2.     Step advancements on the salary schedule shall be granted annually on the  
26 anniversary date of employment until the maximum step is reached.

27          J.     Classification Plan:

28           1.     Placement in Classification: Every bargaining unit position shall be identified  
29 in the Classification listing outlined in Appendix A. The District and the Association Negotiating  
30 Team shall meet and negotiate all new classifications. No new position shall be filled until it is  
31 classified. The appropriate Classification shall be determined by the duties and responsibilities of  
32 the position, without regard to the special qualifications of the incumbents, and shall be based

1 upon the principle that positions shall be included in the same Classification if:

2 a. They are sufficiently similar in respect to duties and responsibilities  
3 that the same descriptive title may be used;

4 b. Substantially the same requirement as to education, experience,  
5 knowledge, and ability are demanded of incumbents;

6 c. Substantially the same test of fitness may be used in selecting  
7 qualified Employees;

8 d. The same schedule of compensation can be made to apply with  
9 equity.

10 2. Interpretation of Classification Specification: The language of the above  
11 specifications is not to be construed as limiting the authority of the administrator to direct and  
12 control the work of classified Employees or to alter their duties and responsibilities. It shall be  
13 the responsibility of the administrator to promptly report in writing to the Employer's Director of  
14 Human Resources and the Employee and the Association any proposed substantial change in the  
15 duties of an employee. Any substantial change in the duties to be allocated shall be negotiated.  
16 Consideration shall be given to the general duties, specific tasks, responsibilities, and minimum  
17 requirements, as a composite description of the kind and level of work the classification is  
18 intended to embrace. In order to determine the placement of the Classification within the plan,  
19 its relationship to other Classifications shall  
20 be considered.

21 3. Classification Specifications: For each classification position, the Employer's  
22 Negotiating Team and the Association's Negotiating Team shall establish and maintain a class  
23 specification, which shall include:

24 a. A descriptive classification title;

25 b. A definition of the scope of duties and responsibilities of positions in  
26 the classifications;

27 c. A statement of typical tasks to be performed by persons holding  
28 positions allocated to the classification;

29 d. A statement of the minimum qualifications for service in the  
30 classification. The minimum qualifications may include education, experience, knowledge, skills,  
31 abilities, and personal and physical traits and characteristics;

32 e. License or other special requirements for service in some or all

1 positions in the classification.

2 4. Maintenance of Plan:

3 a. The Employer's Director of Human Resources shall issue all new,  
4 transferred, and promoted Employees a current job description before they assume the  
5 designated position.

6 b. The Employer's Director of Human Resources shall keep the  
7 Classification Plan (Appendix A) current by continual review of positions in the classified service.  
8 The investigation and review of a position or positions may be initiated by the Association  
9 Negotiating Team, the Employer's Director of Human Resources, or upon the request of a  
10 department head or an Employee.

11 5. Working out of Classification:

12 a. Employees are working out of classification when they are required  
13 to perform duties which are not fixed or prescribed by the Governing Board's approved job  
14 description of the classification to which they are regularly assigned.

15 b. Classified Employees shall not be required to perform duties which  
16 are not fixed and prescribed for their job description unless the duties reasonably relate to those  
17 fixed by the Governing Board, for any period of time which exceeds five (5) working days within  
18 a fifteen (15) calendar day period except as authorized herein.

19 c. An Employee may be required to perform duties inconsistent with  
20 those assigned to the position by the Governing Board for a period of more than five (5) working  
21 days provided that his/her salary is adjusted upward by a minimum of 5% for the entire period  
22 he/she is required to work out of classification and in such amounts as will reasonably reflect the  
23 duties required to be performed outside his/her normal assigned duties.

24 d. Notwithstanding the provisions of this section, the Employer's  
25 Director of Human Resources and the Association Negotiating Team may, by written rule,  
26 provide for an upward salary adjustment for any classified Employee required to work out of  
27 classification for any period of time less than that  
28 required herein.

29 e. It is the intent of this section to permit school agencies to  
30 temporarily work Employees outside their normal duties, but in doing so, to require that some  
31 additional compensation be provided the Employee during such temporary assignments.

32 f. Employees who are required to perform duties out of classification

1 shall notify the Employer's Director of Human Resources upon the accrual of five (5) working  
2 days within a fifteen (15) calendar day period. The Employer's Director of Human Resources  
3 shall contact the Employees who feel they have been assigned duties to be performed which are  
4 out of classification and determine if additional compensation is in order. (Ed. Code, Section  
5 45110)

6 g. The Employer's Director of Human Resources will review with the  
7 immediate supervisor the situation that brought about the concern for out of classification  
8 assignment. The Employer's Director of Human Resources will resolve the issue and, if  
9 necessary, make any appropriate salary adjustment.

10 K. Reclassification: Requests for reclassification shall be submitted on or before  
11 March 1. If approved, they shall be implemented on July 1 of that year. Any requests received  
12 after March 1 will be considered for approval July 1 of the following year.

13 1. Basis for Reclassification: The basis for reclassification of positions must be  
14 an accretion of duties or any additionally required skills or a sudden change occasioned by a  
15 reorganization, or the assignment of completely new duties and responsibilities. An Employee  
16 whose position is reclassified due to the result of a sudden change occasioned by reorganization,  
17 shall be eligible for reclassification at any given date.

18 2. Incumbent Rights: When an entire classification of positions is reclassified  
19 all incumbents in those positions shall be entitled to serve in the new positions.

20 3. Procedure for Reclassification:

21 a. Employee submits request for reclassification to Superintendent.  
22 Request shall include:

- 23 1) Cover letter requesting reclassification,  
24 2) Old and new job descriptions, either existing or proposed,  
25 3) Comparison of old and new job descriptions.  
26 4) An optional letter of recommendation from the immediate  
27 supervisor may accompany the request for reclassification.

28 b. The Employee will notify the association Negotiating Team of intent  
29 to request reclassification

30 4. Negotiations: No position or group of positions shall be reclassified without  
31 benefit of negotiation.

32 5. The Superintendent, or designee, shall acknowledge receipt of the

1 Employee's request for reclassification and shall inform the Employee and the Association of the  
2 procedures to be followed.

3 6. The Superintendent, or designee, shall review the request for  
4 reclassification with representatives of the Association prior to recommending action to the  
5 Governing Board.

6 7. Effective Date of Reclassification: The reclassification and corresponding  
7 salary adjustment shall become effective, following agreement with the Association  
8 representatives and the Superintendent, or designee, on the date approved by the Governing  
9 Board.

10 8. Reclassification Outcome: The outcome of any reclassification request shall  
11 be reported to the employee in written form by the Superintendent or his/her designee within  
12 thirty (30) days of the decision. A copy of the written decision shall be provided to the  
13 Association.

14 L. Years of Service:

15 1. An additional three (3) percent increment shall be granted each Employee  
16 at the completion of ten (10) years of service in PGUSD.

17 2. An additional three (3) percent increment shall be granted each Employee  
18 at the completion of fifteen (15) years of service in PGUSD.

19 3. An additional three (3) percent increment shall be granted each Employee  
20 at the completion of twenty (20) years of service in PGUSD.

21 4. An additional three (3) percent increment shall be granted each Employee  
22 at the completion of twenty-five (25) years of service in PGUSD.

23 5. Years of Service increments shall be granted on the anniversary of the initial  
24 date of employment in the district.

25 6. Columns G, H, I, and J on the classified salary schedule will represent years  
26 of service for years 10, 15, 20, and 25 respectively. Each column will require employment in the  
27 district for the same appropriate corresponding number of years (i.e. G requires 10 years of  
28 employment in the district and so on).

29 M. Professional Growth:

30 1. Procedures:

31 a. A Professional Growth committee shall be formed for the purpose of  
32 evaluation and approving the Professional Growth activities of the classified Employees, and for

1 the purpose of presenting their recommendations to the Employer's Director of Human  
2 Resources and the Governing Board.

3           b. The committee shall consist of five (5) members. Two (2) of these  
4 members shall be a District Administrator and the Superintendent's designee. The other three  
5 (3) members shall be representatives of classified groups and initially these three (3) members  
6 shall be appointed by the President of the California School Employees' Association #229. At no  
7 time should there be more than one (1) representative from any one (1) job classification. At  
8 the first meeting of the committee a chairperson shall be elected from the three (3) classified  
9 members, and he/she shall remain on the committee for three (3) years. To ensure the  
10 continuity of purpose, one (1) of the other classified members shall serve for two (2) years and  
11 one (1) for one (1) year. Subsequent appointments of classified members will be for two (2)  
12 years, thus ensuring that some experienced members of the committee will be serving at all  
13 times.

14           1) The Committee shall meet once per month unless no  
15 applications are submitted.

16           2) The Committee shall inform any Employee submitting a  
17 request, of its decision within six (6) weeks of the date the request was submitted.

18           2. Professional Growth Course List:

19           a. The Professional Growth Course List (see Appendix C) will be  
20 designated according to the appropriate classifications. This list must remain flexible, and the  
21 final decision as to the appropriateness of each intended course will remain with the committee.

22           b. Pre-approval must be obtained in advance from the committee  
23 before a course of action designed to earn Professional Growth credits is pursued by the  
24 Employee. The committee will file the notice of intent with the Business Office of any Employee  
25 who will be earning enough credits to receive a Professional Growth increment on July 1 by May  
26 1 of the same year, for budgeting purposes. The committee will certify completion of course(s)  
27 to the Employer's Director of Human Resources upon receiving proof that the course(s) has been  
28 completed.

29           c. The Professional Growth Credit Form for Classified Employees  
30 (Appendix D) must be submitted before course work begins.

31           d. Professional Growth is allowed only for advertised class  
32 periods/sessions. To receive professional growth credit, employees must submit record of



1 attendance hours. For on-going classes, check in with the committee to report progress at least  
2 one time per year or when the limit of 50 hours has been completed. To receive professional  
3 growth credit for PGUSD Adult Education Courses, employees must submit completion forms for  
4 each advertised session.

5 3. Professional Growth Awards:

6 a. The Professional Growth Award is to be made on July 1 to qualifying  
7 Employees. All classified Employees are eligible to participate in the Professional Growth plan.  
8 Employees considering course work are required to have the committee evaluate the  
9 acceptability of their contemplated courses desired for credit. (See Appendix D, Professional  
10 Growth Credit Form)

11 b. Employees may earn Professional Growth Awards of 5% upon  
12 completion of approved course work. This award is to be added to the Employee's regular  
13 salary, including any and all longevity increases, and/or previous Professional Growth increases,  
14 as well as any salary increases negotiated by the time the award is granted.

15 c. Employees may earn awards equal to 5% of their regular monthly  
16 salary. The award shall continue throughout the service of the Employee. Awards may be  
17 earned once in each four (4) years of service after installation of the plan. Each award shall be  
18 earned by completion of nine (9) approved units. The nine (9) approved units may include a  
19 combination of any of the areas specified below.

20 1) Six (6) units - Minimum chosen from the approved list of  
21 courses relating directly to the Employee's specific areas of employment or in other areas for  
22 possible promotion, as approved by the committee.

23 2) Three (3) units may be chosen under the category of general  
24 courses, the Employee's specific area of employment in the District or other areas of Professional  
25 Growth subject to approval by the committee.

26 3) Semester Units: All Professional Growth credits shall be  
27 converted into semester units. College credit in terms of quarter units shall be converted into  
28 semester units at the ratio of one-quarter hour to two-thirds semester units.

29 4) Reimbursed Expenses: All expenses connected with work for  
30 Professional Growth credit shall be borne by the Employee. If the District reimburses the  
31 Employee for any cost, the credit shall not be granted.

32 5) Courses: Adult Education courses and workshops shall be

1 credited as follows:

2	<u>Total Hours in Courses/Workshops</u>		Semester Units of Professional Growth Credit
3	8 - 14 hours		0.5
4	15 - 19 hours		1.0
5	20 - 29 hours		1.5
6	30 - 39 hours		2.0
7	40 - 49 hours		2.5
8	50 hours & up		3.0

9 6) Workshops and seminars conducted under the auspices of the  
10 District, Monterey County Office of Education or an accredited institution and scheduled **outside**  
11 the regular working hours, may be attended for Professional Growth units, to be approved by the  
12 committee. The aforesaid workshops and seminars may be attended for Professional Growth  
13 units DURING regular working hours only through the use of approved vacation leave from  
14 scheduled work hours. Proof of vacation leave is required. Workshop and seminar units shall be  
15 computed as above. Hours for workshops and seminars may be accumulated.

16 7) Appendix C: Employees will be encouraged to complete  
17 courses from the approved list. Employees cannot receive credit for repeated courses.

18 8) Professional Growth Funding: Funding of professional growth  
19 awards shall not be charged to categorical funding.

20 N. Travel Reimbursement:

21 1. Mileage Reimbursement:

22 a. An Employee, upon request, shall receive a mileage reimbursement  
23 as provided in Board Policy #4033 for use of his/her private vehicle when performing required  
24 services to the Employer.

25 b. Mileage requests shall be submitted monthly on forms provided by  
26 the Employer. The Employer determines if the request is approved or disapproved.

27 c. Mileage shall be counted from the work station of the Employee at  
28 the commencement of the work day.

29 d. On authorized trips outside the School District an Employee shall use  
30 a District vehicle if one is available. Otherwise, the Employee shall be reimbursed at the rate  
31 provided in Board Policy #4033.

32 e. An employee asked to work a split shift, and who does not normally

- 1 work in a split shift position, may request mileage reimbursement for up to fifty (50) miles round
- 2 trip for travel to and from home between shifts.
- 3

1 ARTICLE III

2 HEALTH AND WELFARE BENEFITS

3 A. Full-time Employees: Effective July 1, 2006, the District shall contribute an amount  
4 of \$6,225.36 per year toward the subscriber cost of health, dental and vision plans for full time  
5 Employees. An additional \$276.00 per year will be paid toward dependent coverage. The  
6 District contribution amounts may be applied by the employee to any of the plan options. The  
7 dependent allocation may, however, only be used for dependent coverage. All classified  
8 employees hired after July 1, 2002 shall only be eligible for the District contribution if they are  
9 enrolled in a MCSIG medical insurance plan.

10 1. Fringe Benefit Allocation Plan Option: Full-time Employees may apply their  
11 benefit allocation funds (\$6,044.44) toward medical, dental, vision, income protection and life  
12 insurance. CAUTION: If any Employee drops medical insurance he/she will need to qualify  
13 under the guidelines of the insurance carrier in order to be reinstated in the future. Current  
14 rates are subject to change. (Employees will be notified of rate changes.) The medical plan  
15 provided to Employees is with the Monterey County School Insurance Group (MCSIG).

16 The Association shall notify the District in writing by November 30 in each year if  
17 there is to be a change in the medical plan options to be offered to their membership, both  
18 active and retirees, in the following plan year, beginning July 1. The notification shall identify  
19 the specific new plan(s) to be offered, all costs to the District and affected Employees resulting  
20 from changing to the new plan(s) and shall identify how the costs will be covered without  
21 increasing costs to the District beyond those of the current contractual agreement. The District  
22 shall change the plan option offering only if there is no additional cost to the District.

23 B. Part-Time Employees: Part time eligible Employees are defined as those working  
24 four (4) or more but less than eight (8) hours and shall be provided benefits as follows:

25 1. A prorated share of the total dollar cost of benefits provided full-time  
26 Employees in the proportion that the hours assigned each part-time Employee bears to eight (8).

27 2. The total dollar amount for which the individual Employee is eligible, if  
28 permitted by the District's insurance carrier, may be applied to any or all of the fringe benefit  
29 allocation plan options provided full-time Employees. For example, a four (4) hour Employee  
30 would be eligible for 50% of the dollar value of a full-time Employee and may apply that amount  
31 to health care or a combination of dental and/or vision, income protection and life insurance. If  
32 the amount for which the Employee is eligible is less than the dollar cost of the benefit(s) he/she

1 selects, the Employee may pay the additional amount required to obtain the benefit.

2 C. Retiree Coverage:

3 1. Health Insurance Coverage upon Early Retirement: Eligible regular  
4 Employees (at least age fifty-five (55) who retire prior to age sixty-five (65) and who retire with  
5 at least ten (10) years of classified service with the Employer are eligible for health insurance  
6 coverage as specified in this section. For purposes of this section the age of the Employee  
7 means the fiscal year in which the birthday occurs.

8 2. Health Insurance Coverage Effective July 1, 1991:

9 On July 1, 1991, the retired unit member who retires between the ages of fifty-five (55) and  
10 sixty-five (65) shall be covered by the employer paid health insurance rate in effect at the time  
11 of retirement to age sixty-five (65) or until the retiree becomes eligible for Medicare, whichever  
12 occurs first. Upon eligibility, the District will provide a Medicare supplement insurance policy at a  
13 premium cap of \$50.00 per month. Retired members will receive the Medicare supplement  
14 premium subject to the \$50.00 cap through age eighty-five (85).

15 D. Retiree Dependent Coverage: All retired Employees may cover dependents at their  
16 own expense.

17 E. Procedures for Application: Employees requesting early retirement benefits under  
18 this section shall submit an application to the Human Resource Director one (1) month before  
19 the end of the semester preceding the early retirement. The Employer shall have the authority  
20 to make exceptions to the deadlines.

21 1. Part-time Employees who retire shall have their benefits prorated using the  
22 formula in preceding section B.

23 2. Retirees shall receive the same medical coverage under the same carrier as  
24 regular classified Employees.

25 F. Reduction in Benefits: No reduction in benefits or change in carriers shall be made  
26 during the life of the Agreement without approval of the majority of bargaining unit members.

27 G. Exit Orientation Letter: An exit Orientation Letter will be provided each retiree,  
28 informing the Employee of the benefits he/she is entitled to on the date of retirement.

29 H. Updating Benefits: The Chapter shall have the right to update the present health,  
30 dental and vision plans accordingly at the time of annual contract renewal between the District  
31 and the Insurance Carriers.

32 I. Unused Benefits: The District will pay to each active employee that portion of the

1 non-dependent, health insurance contribution that the employee (who was hired before July 1,  
2 2002) was eligible for, but did not use in the preceding fiscal year. The payment shall be made  
3 by July 31<sup>st</sup>.  
4

ARTICLE IV

HOURS OF EMPLOYMENT

A. Work Periods

1. Work Year: Employees shall work the number of months required by their assignment (see Appendix J).

2. Work Day and Week: A full-time Employee shall work eight (8) hours per day and forty (40) hours per week, inclusive of rest periods described below. This Article 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 Employer. (Ed. Code 45127 & 128)

B. Rest Periods: Employees who work four (4) hours or more shall be granted rest periods without loss of compensation which, insofar as practical, shall be in the middle of each work period. The rest period shall not exceed twenty (20) minutes in duration and is to be total time away from job. The rest period is not cumulative and may not be used in conjunction with a lunch period or at the beginning or end of the unit member's workday.

C. Adjustment of Assigned Time: Employees who work thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis for the duration of the assignment. The pro rata benefit increase shall be effective with the next pay period and shall end on the last day of the pay period in which the assignment ends.

D. Meal Periods:

1. Full-time Employees shall be entitled, insofar as practical, to an uninterrupted meal period of one hour. The meal period shall be for not less than one-half (1/2) hour and shall be scheduled for full-time Employees at or about the midpoint of each work shift. The meal period is to be total time away from job. Meal periods may not occur at the beginning or end of the unit member's workday with the exception of provisions within Article IV Section F.

2. Employees working up to three (3) hours are not entitled to a meal period. Employees working more than three (3) and less than six (6) hours per day shall be entitled to an uninterrupted meal period of not less than one-half (1/2) hour. The meal period must be scheduled by mutual consent of the employee and the supervisor.

E. Overtime: Except as otherwise provided herein, all overtime hours shall be compensated at a rate of pay equal to time and a half (1-1/2) the regular rate of pay of the

1 Employee for all work required. The Governing Board shall determine the method by which  
2 ordered overtime is compensated for all Employees in the District. In lieu of overtime pay, the  
3 Employee may elect to take compensatory time off. Compensatory time must be used within  
4 twelve (12) calendar months following the month in which overtime was worked.

5 1. Overtime is defined as any time worked in excess of eight (8) hours in any  
6 one day or any one shift or any hours in excess of forty (40) hours in any work week.

7 2. All hours worked on the seventh consecutive day shall be compensated at  
8 one and a half (1-1/2) times the regular rate of pay. In lieu of pay, the Employee may use the  
9 time coming to him/her in compensatory at his/her option.

10 3. All hours worked on paid holidays designated by this Agreement shall be  
11 compensated at one and a half (1-1/2) times the regular rate of pay in addition to regular pay  
12 for the holiday.

13 4. No overtime or compensatory time shall be granted without specific  
14 approval in advance by the immediate supervisor.

15 5. Overtime within a department shall be offered in order of seniority, on a  
16 rotating basis.

17 F. Flextime: Flextime is the trading of time by the temporary adjustment of the work  
18 day or the work week. The time is calculated at straight time (hour for hour). Flextime may be  
19 requested by any unit member from their site principal or administrative supervisor.  
20 Authorization must be received prior to acquiring flextime in accordance with procedural  
21 guidelines. The conditions of Flextime include all of the following:

22 1. The request for flexing must be made by the employee, in writing.

23 2. The request must identify both the time to be worked and the time to be  
24 taken off, in writing.

25 3. The employee must obtain prior approval from the site principal or  
26 administrative supervisor.

27 4. The flexing should not adversely impact other employees or the educational  
28 program.

29 5. The flexing cannot result in the need for the hiring of substitute employees.

30 6. The flexed hours should be reflected on timesheets, rather than allowing  
31 inaccurate documents to be generated.

32 7. The flexing should be resolved (i.e. flexed hours regained) as soon as



1 possible – and, if at all possible, within the current pay period – to avoid problems of a defacto  
2 redefining of work hours, inordinate “banking” of hours or, an employee leaving without owed  
3 hours resolved.

4 8. Flexed hours that are allowed by one site principal are not transferable to  
5 another site principal.

6 G. Shift Differential - Compensation:

7 1. Employees regularly assigned a work shift commencing between 2:00 p.m.  
8 and 5:00 a.m. shall be paid a shift differential premium. The premium shall be one range higher  
9 on the salary schedule.

10 2. An Employee who receives a shift differential premium on the basis of  
11 his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to  
12 a day shift. Temporary means any time up to sixty-five (65) consecutive work days.

13 H. Work Schedule: Notwithstanding the adoption of separate work schedules for the  
14 certificated and the classified service, on any school day during which pupils would otherwise  
15 have been in attendance but are not and for which certificated personnel receive regular pay,  
16 classified personnel shall also receive regular pay whether or not they are required to report for  
17 duty that day.

18 I. Increase and/or Decrease in Hours:

19 1. Increase in Hours: A permanent classified incumbent shall have first  
20 consideration for any increase in hours in his/her established part-time position. If the  
21 permanent part-time classified incumbent declines such additional hours, said hours shall be  
22 considered a new position. First consideration in filling the position shall be given to permanent  
23 classified Employees currently serving in the District.

24 2. Decrease in Hours: A decrease in hours shall constitute a layoff. (See  
25 Article XI, Employee Layoffs/Change in Assigned Time.)

26 J. Short-Term Employees: Persons hired for a specific temporary project of short  
27 duration which when completed shall no longer be required, shall be classified a short-term  
28 Employee.

29 1. The District shall notify the Association in writing of any proposed hiring of  
30 short-term Employees and shall indicate the project for which hired and the probable duration of  
31 employment at least three (3) days prior to the employment. The Association shall be notified in  
32 writing immediately of any change in employment status, nature of project, or duration of

1 project affecting such Employees.

2 2. No Employee shall fill a short-term position or positions for more than one  
3 hundred twenty-six (126) working days in any twelve (12) consecutive months.

4 3. Any Employee serving in a short-term position shall be subject to the rules  
5 and regulations contained in the articles of this agreement.

6 4. If a short-term position is required for more than one hundred twenty-six  
7 (126) days, the position shall become a bargaining unit position and open to promotional  
8 opportunities. (See Promotional Opportunities, Article VIII)

9 K. Student Employees: The District shall not employ any students under any  
10 secondary school or college work-study program or in any state or federally funded work  
11 experience program in any position that would directly or indirectly affect the right of the  
12 Association or of any Employee in the bargaining unit.

13 L. Emergency Appointments: The Employer's Director of Human Resources may  
14 appoint any qualified person to a vacant position for a period of thirty (30) calendar days and not  
15 to exceed ninety (90) days.

16 M. Summer School:

17 1. When work normally and customarily performed by bargaining unit  
18 Employees is required to be performed at times other than during the regular academic year, the  
19 work will be assigned as far as practical to bargaining unit Employees serving in the appropriate  
20 classifications. (See Appendix A)

21 2. All hours assigned to an Employee for summer school assignments will be  
22 considered "hours in paid status" for the purpose of this Agreement.

23 3. District Employees working in the summer school program will be paid the  
24 hourly rate for the position they hold during summer school regardless of their range of pay  
25 during the normal school year; however, they will retain the same step during summer school  
26 employment that they hold during the normal school year.

27 N. Community Special Events (e.g. Butterfly Parade/Bazaar and Band Festival)

28 1. The process shall be monitored by the Director of Human Resources, and will  
29 include a minimum of the following:

30 a. A specific timeline for sign up will be established.

31 b. An event rate of pay will be established for the project.

32 c. All applicants will be notified of outcome.

1                   d.     If needed, Maintenance and Custodial employees will be included as  
2 part of the event staff, and will be paid at their regular rate of pay, per contract.

3           O.     Minimum Call-back Time: A regular employee called into work by an authorized  
4 administrator, according to district protocol, on a day when the employee is not scheduled  
5 to work, or called back to work after completion of their regular assignment, shall be paid  
6 a minimum of two (2) hours pay for such work, at the employee's rate of pay. If the  
7 employee is called by someone other than an authorized administrator, this article for  
8 additional pay shall not be enforced.  
9

ARTICLE V  
LEAVE POLICIES

A. Paid Sick Leave:

1. Full-time Employees in permanent positions earn paid sick leave at the rate of eight (8) hours per month worked.

2. Part-time Employees shall be entitled to sick leave based on the proportion of the time that he/she works per day in relation to full-time.

3. Sick leave shall accumulate indefinitely. (Ed. Code 45191)

4. Sick leave is granted when an Employee is unable to work because of sickness or disability, including quarantine. With approval of the immediate supervisor, Employees may use sick leave for medical or dental office calls during working hours. An immediate supervisor is the Employee who, by job description, most directly supervises the Employee. Sick leave must be used in one-hour increments.

5. At the beginning of each fiscal year the Employee shall be credited with the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. Sick leave up to the amount credited may be used in advance, except the Employees serving an initial probation period may use only six (6) days of paid sick leave during the probationary period. (Ed. Code Section 45191)

6. In order to receive compensation while absent on sick leave, the Employee must notify his/her supervisor of his/her absence within the first working hour on the first day absent, unless conditions make notification impossible.

7. At least one day prior to his/her expected return to work, the Employee shall notify his/her supervisor.

8. The use of accumulated sick leave will be authorized if one of the following is on file: (See Appendix F)

a. Personal verification signed by the Employee that he/she has been ill or injured.

b. Verification signed by a physician that the Employee has been ill or injured.

c. Verification signed by the Employee that because of religious reasons he/she has not consulted a physician but has been treated by someone in a religious sect.

9. After exhaustion of paid sick leave, an Employee who is ill or injured may

1 use accumulated vacation leave (and compensatory time, if available).

2 10. Any eligible Employee may convert unused sick leave to retirement credit in  
3 accordance with Government Code Section 20963 or its successor if the Employee is filing a  
4 request for retirement.

5 11. In accordance with excerpts from California Education Code Section 45196  
6 when an Employee is absent from duty on account of illness or injury for a period of one  
7 hundred (100) working days or less, whether or not the absence arises out of or in the course of  
8 the employment of the Employee, the amount deducted from the salary due in any month in  
9 which the absence occurs shall not exceed the sum which is actually paid to a substitute  
10 Employee employed to fill the position during the Employee's absence. The one hundred (100)  
11 working  
12 day period shall begin on the first day of absence for injury or illness, except for industrial  
13 accident or illness.

14 B. Industrial Accident and Industrial Illness Leave: (Ed. Code 45192)

15 1. An Employee who is required to be absent due to injury or illness which is  
16 found by the Division of Industrial Accidents to be incurred as a result of his/her employment  
17 shall be entitled for the first sixty (60) working days of such absence to an amount which when  
18 added to his/her disability indemnity will result in a payment to him/her of his/her full salary.

19 2. An Employee who is entitled to a temporary disability indemnity provided by  
20 law may after the sixty (60) working days of absence, elect to take as much of his accumulated  
21 sick leave, vacation leave, or compensatory time off, as when added to his/her full salary.

22 3. Following expiration of all paid leave privileges, the Employee shall be  
23 granted additional rights as provided by the Education Code.

24 4. Any time an Employee on Industrial Accident or illness leave is able to  
25 return to work upon approval of his/her physician, he/she shall be reinstated in his/her position  
26 at the same placement on the salary schedule.

27 C. Bereavement Leave (Ed. Code 45194)

28 1. The Employee shall be allowed leave with pay when such absences are  
29 occasioned by reason of death in the immediate family.

30 2. If out-of-state travel is required because of the death of the Employee's  
31 immediate family, the Employee will be entitled to five (5) days bereavement leave. Immediate  
32 family includes mother, father, grandfather, grandmother of the Employee or spouse of the

1 Employee, and the son, son-in-law, daughter, daughter-in-law, brother or sister of the Employee,  
2 any relative living in the immediate household of the Employee or any other relative permitted  
3 by California law.

4 3. If out-of-state travel is not required, the Employee is entitled to three (3)  
5 days of bereavement leave, except that five (5) days are permitted for spouse, son, daughter,  
6 father and mother. At the Employee's request and with the approval of the Superintendent, the  
7 five (5) day leave may apply to other relatives.

8 4. In addition, upon the approval of his/her supervisor, bereavement leave to  
9 attend the funeral of a close friend or relative not a member of the immediate family may be  
10 granted for the time necessary to attend the funeral; up to one-half day if the funeral is in the  
11 Monterey Peninsula area, and up to one (1) day if the funeral is elsewhere, may be granted.

12 5. Leave taken under provisions of this section shall not be deducted from sick  
13 leave.

14 D. Jury Duty and Witness Leave:

15 1. Leave of absence for jury duty shall be granted to Employees. The  
16 Employee shall receive full pay while on leave provided that the jury service for such leave is  
17 assigned to and the subpoena or court certification is filed with the Employer. Request for jury  
18 service leave should be made by presenting the official court summons to jury service to the  
19 immediate supervisor.

20 2. Leave of Absence shall be granted an Employee when he/she has been  
21 served a subpoena  
22 to appear as a witness in a court case or administrative proceeding of another governmental  
23 jurisdiction. The Employee shall receive full pay during the leave period, provided that the  
24 witness fee for such leave is assigned to, and the subpoena or court certification is filed with the  
25 Employer. Request for leave of absence to serve a witness should be made by presenting the  
26 official court summons to the immediate supervisor.

27 3. An Employee who has received leave of absence under this rule shall make  
28 himself/herself available for work during hours when his/her presence is not required in court.

29 E. Absence for Examination: Every Employee in the classified service shall be  
30 permitted to be absent from his/her duties during working hours in order to take any  
31 examination for promotion in the District without deduction of pay or other penalty, provided  
32 that he/she gives two (2) days notice to his/her immediate supervisor.

1 F. Leave of Absence Without Pay:

2 1. Leave of absence without pay may be granted to a permanent classified  
3 Employee upon written request of the Employee and the approval of the Board of Education.

4 2. Leave of absence without pay may be granted for any period not exceeding  
5 one (1) year, except that leave of absence for military service shall be granted as provided by  
6 the Education Code and the Military and the Veterans' Code and leave of absence for service in  
7 the Peace Corps may be granted for a period not to exceed twenty-four (24) months.

8 3. The granting of a leave of absence without pay gives the Employee the  
9 right to return to his her/position in the same status as at the inception of the leave.

10 4. Failure to report for duty within five (5) working days after a leave expires  
11 shall be considered abandonment of the position and the Employee may be terminated.

12 5. If the Employee's classification has been abolished during the Employee's  
13 absence, he/she shall be laid off for lack of work and placed on the re-employment list for the  
14 class effective the date of termination of leave. He/she may be returned to a vacant position in  
15 a class at the same or a lower salary level for which he/she is qualified.

16 G. Leave of Absence for Study or Retraining:

17 1. The Employer's Human Resource Director may, upon request of the Board  
18 of Education, determine appropriate training programs to prepare eligible Employees for  
19 impending changes in the Employer's operations and recommend such programs to the Board.

20 2. The CSEA Negotiation Team may recommend to the Board classes which  
21 should be considered for retraining.

22 3. When the Board approves a leave of absence for study or retraining the  
23 Employer's Human Resource Director may establish procedures for administration of the  
24 program, including a method whereby the Employer's Human Resource Director may periodically  
25 evaluate the progress of a program.

26 H. Personal Necessity Leave:

27 1. During any school year an Employee may elect to use not more than seven  
28 (7) days of accumulated sick leave benefits for personal necessity leave. (Ed. Code 45207)

29 2. Employees shall not be required to secure advance permission for leave  
30 taken for any of the following reasons:

31 a. Death or serious illness of a member of his/her immediate family.  
32 (See C.2. for definition of immediate family.)

1                   b.     Accident involving his/her person or property, or the person or  
2 property of a member of his/her immediate family.

3                   3.     Employees shall be required to secure advance permission from the  
4 Superintendent or his/her designee for all personal necessity leave except as provided above. It  
5 shall be the responsibility of the Employee to provide proof of personal necessity. The form to  
6 be used to request permission and provide proof is attached. (See Appendix G)

7                   4.     Employees, upon advance notice to their immediate  
8 supervisor/administrator in charge, shall be permitted to use three (3) days of the seven (7)  
9 days for personal necessity without disclosing the purpose or reason for the leave. The date of  
10 such leave shall be at the Employee's discretion except that in an emergency situation the  
11 Superintendent may limit the number of leaves authorized under this provision.

12                I.     Childbirth Leave (Ed. Code 45193): Leaves of absence for disability caused by or  
13 contributed to by pregnancy, miscarriage, or childbirth shall be treated the same as leaves for  
14 illness, injury, or disability in that Employees shall have the right to use accumulated sick leave.  
15 Female Employees may be granted a leave of absence without pay during the child bearing  
16 period prior to being temporarily disabled as a result of the pregnancy. The length of the leave  
17 of absence, including the date on which the leave shall commence and the date on which the  
18 Employee shall resume duties, shall be determined by the Employee and the Employee's  
19 physician.

20                J.     Parental Leave: Qualified Employees shall be entitled to parental leave for the  
21 purpose of rearing his/her natural or adopted child.

22 Parental leave means leave for reasons of the birth of a child of the employee, or the placement  
23 of a child with an employee in connection with the adoption or foster care of the child by the  
24 employee. It shall be available to both full-time and part-time employees who have completed  
25 twelve (12) months of employment with the District.

26 Although the California Family Rights Act (CFRA) and the Family Medical Leave Act (FMLA) have  
27 a requirement that the employee must work 1,250 hours in the previous twelve (12) months,  
28 AB2393 eliminates this hourly requirement for parental leave.

29 When using accrued sick leave and differential pay for paid parental leave, the employee must  
30 first exhaust his/her accrued sick leave before using differential pay.

31 If both parents work for the School District, they shall have a combined twelve (12) workweek  
32 period for child bonding and must decide how to share the twelve (12) weeks of parental leave.



1 Parental leave shall run concurrently with unpaid parental leave under the California Family  
2 Rights Act (CFRA) and the federal Family Medical Leave Act (FMLA) for a total of twelve (12)  
3 workweeks during any twelve (12) month period.

4 K. Child Rearing Leave: Child rearing leave shall be without pay. Such leave shall  
5 remain in effect at least until the end of the first semester following the birth/adoption of the  
6 child. No such leave of absence shall be granted for more than one year at a time, nor may it be  
7 extended beyond a second year.

8 L. Military Leave: An Employee shall be entitled to any military leave provided by law  
9 and shall retain all rights and privileges granted by law arising out of the exercise of military  
10 leave.

11 M. Voting Leave:

12 1. If a voter does not have sufficient time outside working hours to vote at a  
13 statewide election, the voter may, without loss of pay, take off enough working time which when  
14 added to the voting time available outside of working hours will enable the voter to vote.

15 2. No more than two hours of the time taken off for voting shall be without  
16 loss of pay. The time off for voting shall be only at the beginning or end of the regular working  
17 shift, whichever allows the most free time for voting and the least time off from the regular  
18 working shift, unless otherwise mutually agreed upon.

19 3. If the Employee on the third working day prior to the date of election knows  
20 or has reason to believe that time off will be necessary to be able to vote on election day, the  
21 Employee shall give the Employer at  
22 least two working days notice that time off for voting is desired, in accordance with the provision  
23 of this section.

24 N. Break in Service: No absence under any paid leave provisions of this article shall  
25 be considered as a break in service for any Employee who is in paid status, and all benefits  
26 accruing under the provisions of this Agreement shall continue to accrue under such absence.

27 O. Family Medical Leave: In accordance with the Federal Family and Medical Leave  
28 Act (FMLA) and the California Family Rights Acts (CFRA), the District will provide family and  
29 medical care leave for eligible Employees, as defined.

30 1. Definitions

31 a. 12-Month Period: means a rolling 12 month period measured  
32 backward from the date leave is taken and continuous with each additional leave day taken.

1                   b.     Child: means a child under the age of 18 years of age, or 18 years  
2 of age or older who is incapable of self-care because of a mental or physical disability. An  
3 Employee's child is one for whom the Employee has actual day-to-day responsibility for care and  
4 includes a biological, adopted, foster or step-child.

5                   c.     Serious Health Condition: means an illness, injury, impairment, or  
6 physical or mental condition that involves:

7                             1) Any period of incapacity or treatment in connection with a  
8 hospital, hospice or residential medical care facility;

9                             2) Any period of incapacity requiring absence from work of more  
10 than three calendar days, that also involves continuing treatment by (or under the supervision  
11 of) a health care provider;

12                            3) Continuing treatment of a health care provider for a chronic or  
13 long-term health condition that is incurable or so serious that, if not treated, would likely result in  
14 a period of incapacity of more than three calendar days; or

15                            4) Prenatal care by a health care provider.

16                   d.     Continuing Treatments: means:

17                             1) Two or more visits to a health care provider;

18                             2) Two or more treatments by a health care practitioner (e.g.,  
19 physical therapist) on referral from or under the direction of a health care provider; or

20                             3) A single visit to a health care provider that results in a  
21 regimen of continuing treatment under the supervision of the health care provider.

22                   2.     Employees Eligible for Leave: An Employee is eligible for leave if the  
23 Employee:

24                             a. Has been employed for at least 12 months; and

25                             b. Has been employed for at least 1,250 hours during the 12-month  
26 period immediately preceding the commencement of the leave.

27                   3.     Reasons for Leave: Leave is only permitted for the following reasons:

28                             a. The birth of a child or to care for a newborn of a unit member;

29                             b. The placement of a child with a unit member in connection with the  
30 adoption or foster care of a child;

31                             c. Leave to care for a child, parent, or a spouse who has a serious  
32 health condition; or

1 d. Leave because of a serious health condition that makes the unit  
2 member unable to perform the functions of his/her position.

3 4. Amount of Leave: Eligible unit members are entitled to a total of 12 work  
4 weeks of leave during any 12-month period. A unit member's entitlement to leave for the birth  
5 or placement of a child for adoption or foster care expires 12 months after the birth or  
6 placement.

7 The 12-month period for calculating leave entitlement will be a "rolling  
8 period" measured backward from the date leave is taken and continues with each additional  
9 leave day taken. Thus, whenever a unit member requests leave, the District will look back over  
10 the previous 12-month period to determine how much leave has been used in determining the  
11 amount of leave to which a unit member is entitled.

12 5. Unit Member Benefits While on Leave: Leave under this article is unpaid.  
13 In addition, while on leave, unit members will continue to be covered by the District's medical,  
14 dental, and vision plans. However, unit members will not continue to be covered under life  
15 insurance and/or any other non-health benefit plans. Unit members may make the appropriate  
16 contributions for continued coverage under the preceding benefit plans by direct payments made  
17 to these plans. Unit member contribution rates are subject to any change in rates that occurs  
18 while the unit member is on leave.

19 6. Use of Other Accrued Leaves While on Leave: If a unit member uses leave  
20 for any reason permitted in Section 2 above he/she must concurrently exhaust all other accrued  
21 leaves (except sick leave) in connection with the leave. The exhaustion of other accrued leaves  
22 will run concurrently with the leave.

23 If a unit member requests leave for his/her own serious health condition, in  
24 addition to concurrently exhausting other accrued leaves, the unit member must also  
25 concurrently exhaust sick leave.

26 7. Medical Certification: Unit members who request leave for their own  
27 serious health condition or to care for a child, parent, or a spouse who has a serious health  
28 condition must provide written certification from the health care provider of the individual  
29 requiring care. If the leave is requested because of the unit member's own serious health  
30 condition, the certification must include a statement that the unit member is unable to perform  
31 the essential functions of his/her position.

32 If the District has reason to doubt the validity of a certification, the District

1 may require a medical opinion of a second health care provider chosen by the District. If the  
2 second opinion is different from the first, the District may require the opinion of a third provider  
3 jointly approved by the District and the unit member. The opinion of the third provider will be  
4 binding. The second and third opinions will be at the District's expense.

5 If a unit member requests leave intermittently (a few days or hours at a  
6 time) or on a reduced leave schedule to care for an immediate family member with a serious  
7 health condition, the unit member must provide medical certification that such leave is medically  
8 necessary. "Medically necessary" means there must be a medical need for the leave and that  
9 the leave can best be accomplished through an intermittent or reduced leave schedule.

10 8. Unit Member Notice of Leave: Although the District recognized that  
11 emergencies arise which may require unit members to request immediate leave, unit members  
12 are required to give as much notice as possible of their need for leave. If leave is foreseeable, at  
13 least 30 days notice is required. In addition, if a unit member knows that he/she will need leave  
14 in the future, but does not know the exact date(s), e.g., for the birth of a child or to take care of  
15 a newborn, the unit member shall inform his/her supervisor as soon as possible that such leave  
16 will be needed.

17 9. Reinstatement upon Return from Leave: Upon expiration of leave, a unit  
18 member is entitled to be restored to the position of employment held when the leave  
19 commenced, or to an equivalent or comparable position.

20 As a condition of restoration of a unit member whose leave was due to the  
21 unit member's own serious health condition, which made the unit member unable to perform  
22 his/her job, the unit member shall obtain and present a fitness-for-duty certification from the  
23 health care provider that the unit member is able to resume work. Failure to provide such  
24 certification will result in denial of restoration.

25 10. Required Forms: Unit members must fill out the following applicable forms  
26 in connection with leave under this article:

27 a. Request for Family or Medical Leave form prepared by the District to  
28 be eligible for leave;

29 b. Medical certification - either for the unit member's own serious health  
30 condition or for the serious health condition of a child, parent, or spouse;

31 c. Authorization for payroll deductions for benefit plan coverage  
32 continuation; and

1 d. Fitness for duty to return from leave certification.

2 11. Rights of Employees upon Return from Leave: An Employee returning to  
3 duty following an approved leave of absence, paid or unpaid, shall be returned to the same  
4 position held prior to the leave, providing he/she has met the conditions under which the leave  
5 was granted and providing that position exists.

6 If, upon return from a paid or unpaid leave, the returning Employee's  
7 position has been abolished, the Employee will be placed in another position at the same salary  
8 range within his/her class of positions according to seniority within the class of positions or the  
9 Employee shall be allowed to apply for any vacant position as an internal applicant.

10 O. Catastrophic Leave Catastrophic Leave Program is designed to assist employees  
11 who have suffered catastrophic injury or illness and have exhausted all accrued sick leave and  
12 vacation.

13 1. Definitions

14 a. Catastrophic Illness or Injury is an illness or injury that  
15 incapacitates a unit member from work for an extended period of time or an illness or injury  
16 that incapacitates a family member such that the unit member is required to care for the  
17 family member and taking time off from work for an extended period of time which creates a  
18 financial hardship due to the unit member exhausting all their sick leave and other paid time  
19 off.

20 b. Financial Hardship is when the unit member has exhausted all  
21 eligible paid leave, including but not limited to sick leave and vacation and is receiving no  
22 other compensation, including Worker's Compensation or disability.

23 c. Family Member is a spouse, domestic partner registered with the  
24 state of California, a child or parent of the employee.

25 2. Donation of Catastrophic Leave

26 a. To ensure that members of the bargaining unit retain sufficient  
27 accrued sick leave to meet needs that normally arise, member donations shall not reduce their  
28 accumulated sick leave to fewer than the number of hours equivalent to (20) days.

29 b. Unit members may donate up to (5) days of sick leave or vacation  
30 per request each calendar year.

31 c. If there are more sick days or vacation days donated than needed  
32 to meet the amount necessary to complete the employee's request, the remaining unused sick

1 days or vacation days shall be returned to the remaining unit members who have donated the  
2 sick or vacation days.

3 d. Donation of catastrophic leave will remain confidential.

4 3. Request of Catastrophic Illness or Injury

5 a. Requests for catastrophic leave must be submitted in writing to the  
6 Director of Human Resources. If the employee is unable to make the request, a family  
7 member may make the request on their behalf. The Director of Human Resources shall notify  
8 the CSEA President.

9 b. CSEA and the District will consider the request on a case-by-case  
10 basis.

11 c. The Director of Human Resources will send notification of the  
12 member's request to the bargaining unit employees.

13

ARTICLE VI  
VACATION POLICIES

A. Vacation Leave: Paid vacation leave accrues as follows:

1. Employees with less than five (5) years of service earn 1.0 day per month worked.
2. Employees with at least five (5) but less than ten (10) years of service earn 1.25 days per month worked.
3. Employees with at least ten (10) years of service but less than fifteen (15) years earn 1.5 days per month worked.
4. Employees with fifteen (15) or more years of service earn 1.66 days per month worked.
5. Vacation leave for part-time Employees shall be prorated. The prorated leave shall be in the same ratio as the number of hours worked, to the nearest half hour, as compared to eight hours. For the purposes of this Article, a "day" is equal to your regular daily assignment.
6. Maximum Vacation Accumulation for Annual Employees:
  - a. Employees may accumulate, without prior approval, a maximum of two (2) years of vacation days (balance of unused prior year's vacation allotment plus current year's vacation allotment).
  - b. Employees may, with prior approval of their supervisor, carry over a maximum of two (2) years of earned vacation days from one school year (July 1 - June 30) to the next, providing that a request for use of at least one (1) year of vacation allotment is submitted by May 31<sup>st</sup> of the current year and the vacation is used by June 30<sup>th</sup> of the following year.

B. Vacation Schedules:

1. Annual vacation schedules shall be established by mutual agreement between the Employee and his/her immediate supervisor by March 1 or within thirty (30) days after adoption of school calendar by Board of Education. The immediate supervisor shall respond in writing to the request on the appropriate form within twenty (20) working days of receiving the request.
2. Any days not scheduled in compliance with Section B.1. shall be scheduled with at least thirty (30) days prior request. The immediate supervisor shall respond in writing to

1 the request on the appropriate form within five (5) working days of the employee's request. If  
2 agreement cannot be reached, the Superintendent's designee shall mediate a mutually  
3 acceptable time for the vacation period.

4 3. If two or more Employees request the same vacation period and their  
5 absence will place a hardship on the department/ division, the granting of a vacation schedule  
6 shall be based on seniority.

7 4. If for some unforeseen reason an Employee is not permitted to take his/her  
8 full annual vacation leave, the amount not taken shall accumulate for use in the next year.  
9 Again, days accumulated shall not exceed two (2) years of vacation days unless authorized by  
10 prior approval in accordance with A.6.b above.

11 5. If the total number of annual vacation days exceeds two (2) years of  
12 vacation days, the excess days shall be paid in full in September, unless carry over is authorized  
13 in accordance with A.6.b above.

14 6. The Employer's Human Resource Director shall annually review all vacation  
15 records by  
16 January 1.

17 C. Payment on Separation of Service: Upon separation from service, the Employee  
18 shall be entitled to lump sum compensation for all earned and unused vacation.

19 D. Annual Employee Vacation Schedule: If an Employer approved holiday falls within  
20 the Employee's annual vacation schedule the day shall not be charged against the Employee's  
21 accrued vacation days.

22 E. Accrued Leave Record: The Employer's Human Resource Director shall provide to  
23 each Employee an annual statement indicating the number of days accumulated for vacation and  
24 sick leave. The statement will be prepared on or before July 1 and distributed no later than  
25 September 15 of the current fiscal year.

26



ARTICLE VII

HOLIDAYS

A. Additional Holidays: Each day declared a holiday by the President or Governor of the State shall be a paid holiday for classified Employees.

B. Holiday Eligibility:

1. All Employees shall be entitled to paid holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday. (Ed. Code 45203)

2. Regular Employees of the District who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for these two holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday. (Ed. Code 45203)

C. Minimum Day:

1. Classified employees will work their regularly scheduled hours.

2. Classroom aides, upon approval of the site administrator, shall be granted time off without loss of pay only when the instructor and/or students are not in the classroom and no assignment has been made.

D. Shortened Day:

1. The Employee shall be released from his/her regular work scheduled at 3:00 p.m. upon approval of his/her immediate supervisor without loss of pay on the days before New Year's, Easter, and Thanksgiving holiday. All classified Employees shall be released from their regular work scheduled at 12:00 p.m. on the last work day before Christmas holiday. The Employee whose work schedule is other than 8:00 a.m. to 5:00 p.m. shall be given an equivalent amount of time off. The Employee who is not given this release of duty of these days shall be given an equivalent amount of time on another day agreed upon by the Employee and his/her immediate supervisor.

2. Part-time Employees shall be entitled to a pro-rata share of release time by mutual agreement between the Employee and his/her immediate supervisor. (See Holiday Schedule, Appendix K), for formula for shortened day for classified Employees.)

E. Inservice: Inservice release time will be granted to classified Employees by mutual agreement for job related training as the need arises. Such time shall be granted without loss of pay.

1 ARTICLE VIII

2 PROMOTIONS AND TRANSFERS

3 A. PROMOTION

4 1. Definition of Promotion: A change in job title that includes a higher pay  
5 range.

6 2. Announcement of Vacancies: An announcement of all vacancies within the  
7 District shall be posted on the District Web Page and on the bulletin board at each work site, at  
8 least five (5) working days in advance of the closing date for filing for the position. The  
9 announcement of vacancies may be posted concurrently with newspaper advertisements.

10 a. Vacancy Notices shall include a statement indicating that first  
11 consideration will be given to qualified District employees.

12 3. Upon Written Request: an Employee in the District whose work year is less  
13 than twelve (12) months shall receive by mail at his/her expense all vacancy announcements  
14 which occur between June 15 and August 30.

15 4. Filing: Any Employee in the Bargaining unit may file for vacancy by  
16 submitting written notice to the personnel department within the filing period. If a permanent  
17 Employee is absent from work during the minimum five (5) day advertisement period and wants  
18 to be included as a candidate for the vacancy, he/she must notify the Employer's Director of  
19 Human Resources before the scheduled testing date and/or interviews.

20 5. Promotional Opportunities: In all phases in the hiring process for vacancies  
21 that arise, Employees within the District shall have first consideration providing they meet the  
22 minimum skills requirements of the position as specified in the corresponding job description.  
23 Among such Employees, lateral transfers shall be given first consideration.

24 6. Salary Increase for Promotion: An Employee who receives a promotion to a  
25 class having a higher salary range within the same job title (i.e., Secretary I to Secretary II) shall  
26 be placed on the same step in the new class as he/she was in the class from which promoted.  
27 An Employee who is promoted to a class having a higher range but with a different job title (i.e.,  
28 Food Service I to Secretary I) shall be placed at the step that allows a minimum 5% increase. In  
29 no case shall there be less than a 5% raise. The Employee who has been selected shall receive  
30 the salary increase on his/her next paycheck.

31 7. Probationary Period: Any employee who promotes to a new position will be  
32 evaluated at least twice during the six (6) month probationary period.

1           8.     Promotion/Reversion: An employee who receives a promotion shall serve a  
2 six (6) month probationary period in the new position. There will be at least two (2) evaluations  
3 during the probationary period.

4           a.     If the District, using the evaluation process, determines that the  
5 employee has not successfully served during the probationary period, the employee shall be  
6 reverted to the job classification held immediately prior to the promotion.

7           b.     Reversion will not automatically return the employee to the prior job  
8 site, department, or specified area and may result in the bumping, displacement, or layoff of less  
9 senior employees.

10         B.     TRANSFERS:

11           1.     Definition of Transfer - A change in assignment with the same classification  
12 not involving a change in the rate of pay.

13           2.     An Employee may be transferred at his/her request or in the best interest of  
14 the Employer, from one position to another in the same class, at the discretion of the  
15 Superintendent or his/her designee. Transfers shall be made without change in salary rate,  
16 anniversary date, seniority, accumulated sick leave, and accumulated vacation credit.

17           3.     No involuntary transfer shall be made until after a meeting between the  
18 Employee involved and his/her immediate supervisor. If there is a disagreement in an  
19 involuntary transfer the Employer's Director of Human Resources will call a meeting of the  
20 Employee, the immediate supervisor, and the Association Negotiating Team Chairperson of the  
21 bargaining unit in order to discuss the proposed move. The Human Resources Director will  
22 render a decision that is in the best interests of all concerned. The decision may be appealed to  
23 the Superintendent. The Superintendent's decision will be final.

24           4.     Filling of Positions: Whenever a vacancy occurs in an established  
25 bargaining unit position, permanent filling of the position shall be in accordance with procedures  
26 established in this Agreement. The time frame for permanent filling of a position shall not  
27 exceed sixty (60) working days. (Ed. Code 45103)

28           5.     Transfer Process: When an existing position becomes vacant, the Employer  
29 shall first notify in writing, bargaining unit Employees in the same classification, of the vacancy.  
30 Non Probationary employees serving in the same classification shall have a reasonable  
31 opportunity to apply for transfer in writing within five (5) working days. Such employees shall be  
32 considered first for the vacant position. If, within the consideration process, it is determined that

1 the employee has been completing the requirements of the classification, in an "Effective–Meets  
2 Requirements" manner as documented in Appendix H for a minimum of the most recent (9)  
3 nine-month period and has no limitations that would preclude satisfactory performance in the  
4 vacant position, as documented by most recent employee evaluations, then the employee shall  
5 be transferred to the vacancy. If more than one employee is eligible for the transfer then the  
6 most qualified employee, as recommended by the interview committee, shall be given priority.  
7

1 ARTICLE IX

2 EVALUATION PROCEDURES

3 A. General Provisions:

4 1. Evaluations: Constructive criticism and disciplinary problems between  
5 classified Employees and supervisors must be discussed at the time the issue is pertinent rather  
6 than holding it in abeyance until the time of written evaluation. Written evaluations will be made  
7 on the appropriate form (Appendix H).

8 a. Completion Dates for Evaluation: All regular Employees shall be  
9 evaluated by their immediate supervisors with input from the lead classified employee or  
10 teacher, on the negotiated form (Appendix H) in accordance with the following schedule:

11 1) Probationary Employees – at least twice during the nine (9)  
12 month probationary period.

13 2) Promotional Employees – at least twice during the six (6)  
14 month probationary period.

15 3) Permanent Employees – at least once every two (2) years

16 4) If a transfer is made less than forty (40) working days prior to  
17 a regular evaluation, the regular evaluation will be made by the former supervisor.

18 B. Procedure to be Followed:

19 1. Involvement of Personnel: Staff members being evaluated shall be given a  
20 copy of the evaluation form and procedures page by his/her supervisor at the time he/she is  
21 noticed of the evaluation conference. The Employee may complete a self-evaluation of his/her  
22 work on the negotiated form (Appendix H) and present it to his/her supervisor during the  
23 evaluation conference.

24 2. Evaluation Conference:

25 a. Upon receipt of notice that an Employee needs to be evaluated the  
26 immediate supervisor shall set in advance an evaluation conference. A notice will be given at  
27 least two weeks in advance.

28 b. During the conference, the supervisor and Employee shall review the  
29 goals established for the evaluation period just completed.

30 c. Performance evaluation reports shall be made on Appendix H  
31 evaluation form, and shall be prepared by the Employee's immediate supervisor. Any "requires  
32 improvement" or "not satisfactory" portion of a summary evaluation shall require specific

1 recommendations for improvements and provisions for assisting the Employee in implementing  
2 any recommendations made.

3 d. The immediate supervisor shall present the performance evaluation  
4 report to the Employee and discuss it with him/her. The evaluation form may be signed by the  
5 Employee and he/she shall be given a signed copy. The Employee shall have the right to review  
6 and respond in writing to any comments made prior to review by the administration.

7 e. Performance evaluation reports shall be filed in the Employee's  
8 personnel records and may be available for review in connection with promotional examinations  
9 and disciplinary actions.

10 f. A "Not satisfactory" summary evaluation will be noted in specific  
11 outline details by the immediate supervisor in section F on the prescribed evaluation form.

12 C. Special Evaluations: At any time a supervisor may issue a special evaluation  
13 to an Employee. An employee may also request a special evaluation one (1) time within the two  
14 (2) year evaluation period. Special evaluations shall be made on the prescribed evaluation form  
15 and shall set forth specific reasons for recognition of outstanding or unsatisfactory service by the  
16 Employee. They shall be delivered to the Employee personally by his/her immediate supervisor  
17 whenever practical.

18 D. Not Satisfactory Evaluation Procedure: All personnel evaluations are strictly  
19 confidential and for intra-district use only. Any Employee who received a "Not Satisfactory" or  
20 "Requires Improvement" Summary evaluation for reasons other than those designated in  
21 Education Code 45303, shall be re-evaluated after thirty (30) calendar days. On the basis of  
22 incompetence the Employee shall receive at least two (2) consecutive "Not Satisfactory"  
23 Summary evaluations before suspension, demotion or dismissal occurs. If two (2) or more  
24 unsatisfactory "Not Satisfactory" Summary evaluations are received over a period of two (2)  
25 years, suspension, denial of step increases, demotion or dismissal may be considered.

26 E. Appeals: If the Employee is not satisfied with his/her performance  
27 evaluation and cannot resolve the problems with the supervisor, the Employee may request a  
28 hearing before the Employer's Director of Human Resources. The Employer's Director of Human  
29 Resources, along with an Association representative, shall review all necessary facts in the case  
30 and make appropriate recommendations to the Employee, the supervisor, and if necessary, the  
31 Superintendent. The Employee may file a grievance if any of the above procedures have been  
32 violated.

1           F.     Personnel Files: The official personnel files of each classified Employee shall  
2 be maintained in the Human Resources Office. No adverse action of any kind shall be taken  
3 against an Employee based upon materials which are not in the main personnel file.

4           G.     Derogatory Material: Employees shall be provided with copies of any  
5 derogatory written materials five (5) working days before it is placed in the Employee's personnel  
6 file on a permanent basis. The Employee shall be given a reasonable opportunity during normal  
7 working hours and without loss of pay to initial and date material and to prepare a written  
8 response or grievance regarding such material. The written response shall be attached to the  
9 derogatory materials.

10          H.     Right to Access: An Employee shall have the right to a reasonable amount  
11 of time without loss of pay to examine and/or obtain copies of any material from the Employee's  
12 own personnel file with the exception of material that includes records which were obtained prior  
13 to the employment of the Employee involved. Employee files may be examined by an  
14 Association representative upon written permission by the Employee. (See Article XVII Section 1)

15

1 ARTICLE X

2 GRIEVANCE PROCEDURE

3 A. Purpose: This grievance procedure shall be used to process and receive  
4 grievances arising under this Agreement. The grievance process shall not be used for processing  
5 appeals for suspensions, demotions or dismissals. (Appeals for suspensions, demotions and  
6 dismissals are governed by Education Code Sections 45301 through 45308.)

7 B. Grievance: A grievance is defined as a complaint of an Employee, Employer or the  
8 Association invoking any violation of this Agreement. It is the intent of the parties to equitably  
9 resolve grievances at the lowest possible administrative level. It is the intent of the parties to  
10 encourage as informal and confidential an atmosphere as is possible in the resolution of  
11 grievances.

12 C. Pre-Grievance Resolution: An Employee may meet with his immediate supervisor  
13 at a private conference in an attempt to resolve a complaint informally. The parties may wish to  
14 consult with conferees prior to the initial private conference. The complaint need not be in  
15 written form.

16 D. Grievance Fact Finding: An Employee and/or the Employer shall have an  
17 opportunity to gather documentation in support of a possible grievance.

18 E. Procedure for Grievance: Grievance shall be handled in the following manner:

19 1. Step 1: An aggrieved Employee shall first submit his/her alleged grievance  
20 within ten (10) working days after the event or circumstances leading to the alleged violation.  
21 The grievance shall be submitted to his/her immediate supervisor orally for an adjustment. If  
22 the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step 2.

23 2. Step 2: An aggrieved Employee may present directly or through his/her  
24 Chapter representative his/her grievance to his/her immediate supervisor in writing within five  
25 (5) working days after Step 1. (See prescribed form, Appendix I) The immediate supervisor  
26 shall within three (3) working days after the submission of the grievance reduce to writing  
27 his/her response to the grievance. Written response to the grievance shall be submitted to the  
28 aggrieved party and the Chapter representative within four (4) working days of the submission  
29 of the grievance.

30 3. Step 3: If the grievance is not satisfactorily adjusted by the immediate  
31 supervisor, or if the immediate supervisor fails to respond in accordance with Step 2, the Chapter  
32 representative may submit the grievance in writing to the next level of supervision within five (5)



1 working days after the immediate supervisor fails to respond in accordance with Step 2. Within  
2 five (5) working days after the receipt of the grievance at Step 3, the next level of supervision  
3 shall hold a meeting at which the grievant, the Chapter representative and the immediate  
4 supervisor of the grievant shall be present to discuss and seek to resolve the grievance. The  
5 grievant and the Chapter representative shall be notified in writing of the response at Step 3  
6 within two (2) working days after the meeting.

7           4.     Step 4: If the grievance is not satisfactorily adjusted at Step 3 or if the  
8 procedures called for at Step 3 are not followed, the Chapter representative shall submit the  
9 grievance in writing to the District Superintendent within five (5) working days after the time  
10 period called for in Step 3 have passed. Within five (5) working days of the receipt of the  
11 grievance at Step 4, the Superintendent shall meet with the grievant and his/her chapter  
12 representative in an attempt to resolve the grievance. Within three (3) working days after this  
13 meeting, the Superintendent shall deliver to the grievant and the chapter representative the  
14 response of the grievance.

15           5.     Step 5: If the grievance is not satisfactorily resolved between the Chapter  
16 representative and the Superintendent, the Association representative will be called upon to  
17 meet with the Superintendent in order to resolve the grievance.

18           6.     Step 6: Within fifteen (15) days after the decision of the Superintendent, or  
19 his/her designee, the grievant may request in writing that the Association submit his/her  
20 grievance to arbitration. Copies of the request for arbitration will be submitted to the  
21 Superintendent. Upon receipt of the written request from the Association, the Superintendent or  
22 his/her designee shall within two (2) days request the California Mediation Conciliation Service to  
23 supply a panel of five (5) names. The Superintendent and the Association shall within ten (10)  
24 days either mutually agree upon an arbitrator or strike names until an arbitrator is chosen.

25           a.     The fees and expenses of the arbitrator and a court reporter, if  
26 requested by either party, shall be borne by the party incurring such expense.

27           b.     The rules of procedure of the American Arbitration Association shall  
28 govern the arbitration. The arbitrator shall have no authority to add to, delete, or alter any  
29 provision of the agreement but shall limit his/her decision to the application and the  
30 interpretation of its provisions.

31           c.     The arbitrator shall conduct a hearing and send his/her finding and  
32 recommendations in writing to the Board of Education, the grievant and the Association.

1 d. The Board shall review the written record including the findings and  
2 recommendations of the arbitrator and render a resolution on the grievance.

3 e. The resolution shall be rendered no later than the second regularly  
4 scheduled meeting after the filing of the recommendations.

5 f. The resolution of the Board shall be final.

6 F. Group Grievances: If the grievance involves Employees with different immediate  
7 supervisors, the grievance may be filed at Step 3. If the grievance involves Employees, not all of  
8 whom have the same supervision, the grievance may be submitted at Step 4.

9 G. Policy Grievances: If the grievance involves District-wide policy, practice, or  
10 interpretation of this Agreement, the grievance may be submitted by the Chapter at Step 4.

11 H. Grievance Witness: The Employer shall make available for testimony in connection  
12 with the grievance procedure any District Employee whose appearance is requested by the  
13 grievant or the Association representative. Any Employee witness required to appear in  
14 connection with this article shall suffer no loss of pay.

15 I. Grievant Release Time: The grievant shall be entitled to prepare and write  
16 grievances during his/her regularly scheduled hours of work without loss of pay.

17 J. Grievance Processing During Regular Working Hours: The grievant and the  
18 Association representative shall be entitled to process a grievance during normal working hours  
19 with no loss of pay or benefits.

20 K. Separate Grievance File: All materials concerning Employee's grievance shall be  
21 kept in a file separate from the Employee's personnel file. This file shall be available for  
22 inspection only by the Employee, the Association representative and those management,  
23 supervisory and confidential Employees directly involved in the grievance procedure. At no time  
24 shall any Employee's grievance be discussed with any other Employee except those involved in  
25 the grievance procedure. The entire grievance file shall be destroyed within two (2) years from  
26 the date of final action.

27 L. Definitions:

28 1. Grievance: A complaint of an Employee, Employer or the Association  
29 invoking any violation of this Agreement.

30 2. Grievant: An Employee who files a grievance as defined in this Agreement.

31 3. Immediate Supervisor: An immediate supervisor is the manager or  
32 administrator of a program, department or site who, by job description, most directly supervises

1 the Employee. (Note: the assignment of the immediate Supervisor is not negotiable).

2 For example:

3 BASRP: District Designated Program Administrator; District  
4 Administrator during non school periods.

5 Custodial: Site Administrator during school year; District  
6 Administrator during non school period.

7 Food Service: School Nutrition Director during school year;  
8 District administrator during non school periods.

9 Maintenance/Grounds: District Administrator

10 Transportation: District Administrator

11 4. Working Day: Any day in which the District Office is open for business.

12 5. Conferee: Any person of the grievant's choice.

13

ARTICLE XI

EMPLOYEE LAYOFFS/CHANGES IN ASSIGNED TIME

A. Layoff Procedure: Classified Employees shall only be laid off for lack of work or lack of funds; layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The Employee who has been employed the shortest time in the class, plus higher classes, shall be considered to have the least seniority.

B. Computation of Seniority: Seniority shall be determined by computing all hours in paid status, whether during the school year, a holiday, recess, or during any period that school is in session or closed, but does not include any compensated solely on an overtime basis.

C. Order of Seniority:

Employees shall be laid off in the following order:

1. Emergency, limited term Employees;
2. Provisional Employees;
3. Probationary Employees;
4. Permanent Employees.

D. Rights of Laid Off Employees:

Permanent Employees in the Classified service shall have the following rights:

1. Bumping:

a. Bumping to equal or lower class: A permanent Employee in the Classified service who is laid off from a class/classification and who has previous regular service in a higher, equal or lower class shall have the right to bump an Employee with less seniority in that class/classification. Seniority shall include the total of the previous service in the equal or lower classes plus service in the class from which layoff occurs and in higher classes.

b. Bumping to higher class: A permanent Employee assigned to a lower classification who has previous service in a higher classification can only use seniority earned in the higher classification to bump an Employee with less seniority in that classification.

c. The Employee may continue to bump into lower or higher classes to avoid layoff.

d. Dismissal notices shall be given to those Employees with the least seniority.

e. To exercise bumping rights the Employee must notify the Employer's Director of Human Resources in writing no later than fourteen (14) calendar days after receiving

1 notice of layoff.

2 f. Any Employee replaced by such demotion has the same option of  
3 demotion afforded by this rule as if his position has been abolished or discontinued.

4 E. Reason for Layoff: Layoff shall occur only for lack of work or lack of funds. Lack  
5 of funds means the District cannot sustain a positive financial dollar balance with the payment of  
6 one further month's anticipated payroll.

7 F. Notice of Layoff:

8 1. A written notice of layoff shall be given to affected Employees no later than  
9 sixty (60) days prior to the effective date of the layoff.

10 2. Copies of layoff notices shall be provided to the Association.

11 G. Reduction in Hours: Any reduction in regularly assigned time shall be negotiated.

12 H. Order of Layoff: The order of layoff shall be based on seniority within that class  
13 and higher classes served throughout the District. An Employee with the least seniority within  
14 the class plus higher classes shall be laid off first. Seniority shall be based on total number of  
15 hours an Employee has been paid in any given class plus higher classes or seniority acquired  
16 under Section J, Equal Seniority.

17 I. Layoff in Lieu of Bumping: An Employee who elects a layoff in lieu of bumping  
18 maintains his/her re-employment rights under this Agreement.

19 J. Equal Seniority: If two (2) or more Employees subject to layoff have equal class  
20 seniority, the determination as to who shall be laid off will be made on the basis of the greater  
21 hire date seniority, and if that be equal, then the determination shall be made by lot.

22 K. Reemployment Rights: Laid off persons are eligible for reemployment in the  
23 classification from which laid off for a thirty-nine (39) month period and shall be reemployed in  
24 the reverse order of layoff. The laid off person's reemployment shall take precedence over any  
25 other type of employment, defined or undefined in the Agreement. In addition, they shall have  
26 the right to apply for promotional positions within the filing period specified in Article VIII,  
27 PROMOTIONS AND TRANSFERS, Section A.4, Filing, of this Agreement and use their bargaining  
28 unit seniority therein for a period of thirty-nine (39) months following layoff. An Employee on  
29 the reemployment list shall be notified of all promotional opportunities.

30 L. Voluntary Demotion or Voluntary Reduction in Hours or Transfer: The Employer's  
31 Director of Human Resources shall meet with the Association and negotiate any voluntary  
32 demotion or reduction in hours prior to Employee notification. A permanent classified Employee

1 who will suffer a layoff from lack of work or lack of funds despite the exercising of bumping  
2 rights in order to avoid layoff, may accept a voluntary demotion to a vacant position in a lower  
3 classification within the class, or transfer to equal classification within the class. In the event the  
4 vacated position is reestablished within thirty-nine (39) months, the Employee shall be reinstated  
5 to that position. In the event a reduction in hours is agreed to, the affected shall be considered  
6 to have been laid off and shall be entitled to all rights and procedures of this article.

7 1. Employees who take voluntary demotions or voluntary reductions in  
8 assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or  
9 reassigned shall be granted the same rights as persons under section I above and shall retain  
10 eligibility to be considered for reemployment for an additional twenty-four (24) months, provided  
11 the same tests of fitness under which they qualified for appointment to the class shall still apply.

12 2. Restricted Employees, as defined by Education Code Sections 45105 and  
13 45105.1 are not eligible for employment rights.

14 M. Retirement in Lieu of Layoff: Any Employee in the bargaining unit may elect to  
15 accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time.  
16 Such Employee shall within ten (10)  
17 work days prior to the effective date of the proposed layoff complete and submit a form provided  
18 by the Employer for this purpose.

19 1. The Employee shall then be placed on a thirty-nine (39) month  
20 reemployment list in accordance with Section L of this Article; however, the Employee shall not  
21 be eligible for reemployment during such other period of time as may be specified by pertinent  
22 Government Code sections.

23 2. The Employer agrees that when an offer of reemployment is made to an  
24 eligible Employee retired under this Article, and the Employer receives within ten (10) working  
25 days a written acceptance of the offer, the position shall not be filled by any other person, and  
26 the returned person shall be allowed sufficient time to terminate his/her retired status.

27 3. An Employee subject to this section who retired and is eligible for  
28 reemployment and who declines an offer of reemployment equal to that from which he/she was  
29 laid off shall be deemed to be permanently retired.

30 4. Any election to retire after being placed on a reemployment list shall be  
31 considered retirement in lieu of layoff within the meaning of this section.

32 N. Seniority Roster: The Employer's Director of Human Resources shall maintain an

1 updated seniority roster indicating Employee's class seniority and hire date seniority. Such  
2 rosters shall be available to the Association at any time upon request.

3 O. Notification of Reemployment Opening: Any Employee who is laid off and is  
4 subsequently eligible for reemployment shall be notified in writing by the Employer of an  
5 opening. Such notice shall be sent by certified mail to the last address given the Employer by  
6 the Employee, and a copy shall be sent to the Association by the Employer, which shall acquit  
7 the Employer of its notification responsibility.

8 P. Employee Notification to Employer: An Employee shall notify the Employer of  
9 his/her intent to accept or refuse reemployment within five (5) working days following receipt of  
10 the reemployment notice. If the Employee accepts reemployment, the Employee must report to  
11 work within ten (10) working days following receipt of the reemployment notice. An Employee  
12 given notice of reemployment need not accept the reemployment to maintain the Employee's  
13 eligibility on the reemployment list, provided the Employee notifies the Employer of refusal of  
14 reemployment within ten (10) working days from the reemployment notice.

15 Q. Reemployment in Highest Class: Employees shall be reemployed in the highest  
16 rated job classification available in accordance with their class seniority. Employees who accept a  
17 position lower than their highest class shall retain their original thirty-nine (39) months rights to  
18 the higher paid position.

19 R. Improper Layoff: Any Employee who is improperly laid off shall be reemployed  
20 immediately upon discovery of the error and shall be reimbursed for all loss of salary and  
21 benefits.

22 S. Seniority During Involuntary Unpaid Status: Upon return to work, all time during  
23 which an individual is in an involuntary unpaid status shall be counted for seniority purposes not  
24 to exceed thirty-nine (39) months, except that during such time the individual will not accrue  
25 vacation, sick leave, holidays, other leave benefits.

26 T. Employees on Reemployment List: Employees on a reemployment list shall be  
27 given prior consideration for service as substitute Employees at the appropriate substitute rate  
28 established by the Employer.

29

1 ARTICLE XII

2 DISCIPLINARY ACTIONS

3 A. Warning Action: Whenever practicable, an Employee whose work is of such  
4 character as to incur discipline shall first be warned in writing by his/her supervisor. Disciplinary  
5 action shall be imposed on permanent Employees of the bargaining unit only for causes allowed  
6 by law.

7 B. Causes for Suspension, Demotion or Dismissal for Disciplinary Reasons: Persons  
8 employed in the classified service may be suspended, denied step and longevity increases,  
9 demoted, or dismissed for any of the following causes:

10 1. Discourteous treatment of the public or of fellow Employees, or any other  
11 willful failure of good conduct tending to injure the public service, or any violation of provisions  
12 of the Education Code or of rules, regulations, or procedures adopted by the Board of Education  
13 or the Employer's Human Resource Director pursuant to it.

14 2. Refusal to perform required assignments without reasonable cause.

15 3. Dishonesty, habitual drunkenness, acts of moral turpitude, sex offenses,  
16 possession or sale of dangerous drugs or marijuana, verbal or physical assault or threat to do  
17 bodily harm, or unbecoming conduct.

18 4. Engaging in political activities during his assigned hours of employment.

19 5. Conviction of a serious crime by a court of law, failure to disclose material  
20 facts regarding criminal records, false or misleading information on application forms or  
21 examinations and employment records concerning material matters.

22 6. Advocacy of overthrow of the Government of the United States or the State  
23 of California by force, violence, or other unlawful means.

24 7. Abandonment of position.

25 8. Unauthorized release of information concerning pupils.

26 9. Appropriation of Employer's fund for personal use.

27 10. Unsatisfactory evaluation.

28 11. Failure to submit required employment forms.

29 C. Disciplinary Procedure:

30 1. No Employee in the classified service shall be suspended, demoted,  
31 dismissed, or in any way discriminated against because of his/her race, color, sex, national  
32 origin, ancestry, age, marital status, political beliefs or affiliations, religious acts, opinions or



1 affiliations.

2 2. Disciplinary actions may be initiated by the immediate supervisor.

3 3. Informal conference: An Employee against whom disciplinary action is to  
4 be taken, upon the Superintendent's or designee's request, shall meet with the Superintendent  
5 or designee prior to written notification of official charges. The Employee shall be informed  
6 orally of the reasons for disciplinary action, the action to be taken by the Employer and be given  
7 an opportunity to respond.

8 4. Notice of disciplinary action shall within ten (10) working days of the action  
9 be delivered by the Employer's Human Resource Director to each affected Employee or mailed  
10 by registered mail to his/her last known address. The notice shall detail the cause and nature of  
11 the action, and the Employee's right of appeal, in clear, simple, specific language. A copy of the  
12 notice shall be delivered to the Association Negotiation Team within five (5) working days  
13 following delivery of notice to the Employee.

14 5. A regular Employee charged with commission of any sex or narcotics  
15 offenses as defined in the Education Code by complaint, information, or indictment filed in a  
16 court of competent jurisdiction may be suspended as provided in the Education Code.

17 6. Dismissal shall cause removal of the Employee's name from all employment lists.

18 7. An Employee who has received such a notice may appeal the notice through  
19 the grievance procedure, and in addition, shall have the option of requesting a lateral transfer  
20 under the provisions of this Agreement.

21 D. Emergency Suspension: The Association Negotiating Team and the Employer  
22 acknowledge that an emergency situation can occur which involves the health and welfare of the  
23 students or Employees. If the Employee's presence would lead to a clear and present danger to  
24 the lives, safety, or health of students or fellow Employees, the Employer may immediately  
25 suspend without pay the Employee for three (3) working days after service of notification of  
26 suspension. The loss of pay under this provision shall be reimbursed if the Employee is  
27 exonerated of the charges.

28 1. During the three (3) working days, the Employer shall serve notice  
29 and the statement of facts upon the Employee, who shall be entitled to respond to the factual  
30 contentions supporting the emergency at Step 4 of the grievance procedure. (See Article X,  
31 Grievance Procedure.)

32 E. Disciplinary Grievance: Any proposed discipline and any emergency

1 suspension shall be subject to the grievance procedure of this Agreement.

1 ARTICLE XIII

2 TRANSPORTATION EMPLOYEE TESTING

3 The following is in compliance with the Transportation Employee Testing Act of 1991 and  
4 its accompanying regulations. The provisions of this Act and this contract language apply to  
5 substitute, probationary, and permanent Employees with regard to prohibited behaviors and  
6 testing. Disciplinary action as outlined herein applies to permanent Employees and at the  
7 District's discretion may or may not be applied to substitute and probationary Employees based  
8 upon the District's decision concerning continued employment. Employees to whom these  
9 regulations apply include school bus drivers, those employed to maintain and service school  
10 buses, and any other Employee who may be hired to drive a commercial motor vehicle as  
11 defined by the Federal Highway Administration regulations.

12 A. Safety-Sensitive Positions:

- 13 1. Bus driver, substitute, probationary, permanent  
14 2. Any other Employee hired to drive a commercial motor vehicle or otherwise  
15 falls under the provisions of the Act.

16 B. Act-Regulated Behaviors

17 1. Safety-sensitive Employees shall not be permitted to work if the supervisor  
18 has reasonable suspicion that they are a threat to the safety of themselves and others.

19 2. Such Employees shall not be on duty or remain on duty while having a  
20 blood alcohol concentration of 0.02 or greater nor if the Employee tests positive for a controlled  
21 substance.

22 3. Such Employees shall not be on duty or operate a commercial vehicle while  
23 possessing alcohol or a controlled substance which is not prescribed by a physician for the  
24 Employee. Such prescription must not adversely affect the drivers' ability to safely perform their  
25 duties.

26 4. Such Employees shall not use alcohol or a controlled substance while  
27 performing safety-sensitive functions nor shall they perform such functions within four hours  
28 after using alcohol or a controlled substance.

29 5. Such Employees who are required to take a post-accident alcohol test shall  
30 not use alcohol for eight hours following the accident or until he/she undergoes a post-accident  
31 alcohol test, whichever comes first.

32 6. Such Employees shall not refuse to submit to a post-accident alcohol or

1 controlled substance test nor shall they refuse to submit to random or reasonable suspicion  
2 alcohol or controlled substance tests. Not being readily available for such tests can be deemed a  
3 refusal.

4 7. Violation of these regulated behaviors can result in Employee discipline  
5 and/or dismissal.

6 C. Required Testing:

7 1. Pre-employment - Federal regulation requires pre-employment drug and  
8 alcohol testing.

9 a. Any applicant with a verified positive test for controlled substances or  
10 an alcohol test with a result indicting an alcohol concentration of 0.02 or greater, or who refuses  
11 to submit to pre-employment tests, is not eligible for employment with this Employer.

12 b. The applicant is responsible for the costs associated with pre-  
13 employment testing.

14 2. Post-employment - Federal regulation requires post-employment drug and  
15 alcohol testing at random, in cases of reasonable suspicion, post accident, at return to duty, and  
16 as a follow-up.

17 3. The alcohol and controlled substances initial and confirmatory testing  
18 process shall be in accordance with United States Department of Transportation Procedures.  
19 Substances tested for include:

- 20 • Amphetamines and Methamphetamines
- 21 • Cocaine
- 22 • Cannabinoids (THC)
- 23 • Opiates (Narcotics)
- 24 • Phencyclidine (PCP)
- 25 • Alcohol

26 4. Costs of Post-Employment Testing - The District will pay for post-  
27 employment testing as provided through its participation in any testing consortium. If the  
28 District incurs additional costs for re-testing, return-to-duty testing, post-accident testing or  
29 follow-up testing and such test produces a positive result, the Employee shall be responsible for  
30 payment.

31 D. Disciplinary Action:

32 1. If testing for alcohol is positive with a blood alcohol level between .02 and

1 .039, the Employee shall receive a written warning concerning his/her problem. Additionally, the  
2 Employee shall be informed of any other actions which could follow and he/she shall be placed  
3 on sick leave for the remainder of the day. The Employee shall not return to duty until the next  
4 regularly assigned duty hours (24 hours). If the prohibited behavior continues the Employee will  
5 be referred to the Assistance Superintendent for Business Services, who, after consultation with  
6 CSEA, may require the Employee to participate in the Employee Assistance Program. Re-testing  
7 shall occur within twenty-four hours prior to the Employee's return to work.

8 Any further such test result shall result in the Employee being disciplined  
9 according to District policy and contract provision and may result in dismissal. The Employee  
10 shall not be permitted to drive home or elsewhere in any vehicle if testing reveals a blood alcohol  
11 level of .02 or above. The District shall offer advice or assistance in this circumstance.

12 2. If testing for controlled substances reveals a blood alcohol level of .04 or  
13 above or is positive for drugs, the Employee shall be suspended without pay. The Employee  
14 may choose to utilize earned sick leave. Further, the Employee shall be required to report  
15 immediately to the Employee Assistance Program for evaluation. Refusal to participate in the  
16 evaluation and any resulting required programs shall cause the Employee to be disciplined and  
17 may include dismissal. Employees who test positive for drugs and/or alcohol at the .04 or above  
18 level, shall be required to submit to periodic testing while participating in, and for a period of up  
19 to twelve (12) months after completion of, the Employee Assistance Program. If positive testing  
20 recurs during this time, the Pacific Grove Unified School District shall institute disciplinary action  
21 which may include dismissal.

22 The District may require an Employee who has tested positive for drugs or  
23 alcohol at .04 or  
24 above to attend therapy, counseling, and/or group meetings in addition to the Employee  
25 Assistance Program for a period of up to twelve (12) months.

26 The Employee shall successfully complete the Employee Assistance Program  
27 and provide written documentation from his/her counselor/medical advisor to the Assistant  
28 Superintendent for Business Services. This written documentation shall be submitted prior to  
29 consideration for written approval for the Employee to return to work.

30 E. Costs of Treatment/Rehabilitation:

31 1. The Employee shall be responsible for costs incurred as a result of participation in the  
32 Employee Assistance Program, therapy or counseling required by the provisions of this Act. The

1 Driver may utilize the benefit component of any Employee assistance program that the Driver  
2 may have as an Employee of the Employer; however, the Driver shall be responsible for all  
3 deductibles, co-payments, limitations, etc., that may apply.

4 ARTICLE XIV

5 CONTRACTING OUT

6 A. Provisions: Contracting out work shall be in accordance with the provisions of  
7 the Education Code and applicable law.

8 B. Policy: The District shall not contract out work assignments unless the nature of  
9 the services required to be performed is of a specialized nature; the qualifications for the work  
10 cannot be met by bargaining unit employees; and/or bargaining unit employees are not  
11 available or capable of performing the work being contracted.

12 C. The District shall not transfer bargaining unit work to any outside agency without  
13 first notifying the Association and negotiating the effect of the proposed transfer of work prior  
14 to implementation.

15

1 ARTICLE XV

2 ORGANIZATIONAL SECURITY

3 AGENCY SHOP

4 A. General Provisions: The Association shall have the sole and exclusive right to have  
5 membership dues, service fees, or "religion exception" fees deducted from payroll warrants of  
6 Employees by the District. The District, when drawing an order for salary or wage payment for  
7 Employees, shall deduct above dues or fees in accordance with the current CSEA dues and  
8 service fee schedule and in compliance with this Article. The District shall pay the Association,  
9 within fifteen (15) days of the deduction, all sums so deducted.

10 B. Dues Deduction: As of the date of this agreement, the District shall, when drawing  
11 an order for salary or wage payment for any Employee, reduce the order for payment of dues,  
12 service fees, or "religious exception" fee to the Association in the same amount and in  
13 accordance with the CSEA schedule for dues and service fees.

14 1. Each Employee shall be given the option of joining the Association, paying  
15 the service fee for services rendered by the Association, or filing a Request for Religious  
16 Exception and Payment of Charity Fee in accordance with B.2, B.2.a, and B.2.b. below. (See  
17 Informational Note below)

18 a. A form shall be provided by the Association for the Employee to  
19 indicate his/her choice of the options as indicated above. Should the Employee fail to complete a  
20 form within thirty (30) days, the amount deducted from his/her salary or wage payment shall be  
21 considered to be a service fee. The Employee may change his/her choice at any time by filing  
22 the appropriate form with the Employer's Human Resource Director, indicating the new choice.  
23 The Employer's Human Resource Director shall notify the Association of any requested change  
24 within ten (10) days of the request.

25 b. The Employee shall be informed that he/she may pay his/her dues or  
26 service fees directly to the Association in lieu of payroll deduction. However, payment in such  
27 manner shall not abrogate the Employee of the requirement of payment of dues, service fees, or  
28 religious exception fees. If the Employee fails to remit dues or fees as set forth in this section,  
29 he/she forfeits the right to pay directly to the Association, and the District shall, upon request of  
30 the Association, deduct dues or fees as set forth herein.

31 2. If an Employee belongs to a recognized religious sect which does not permit  
32 its members to pay a representational fee to, or belong to, any Employee organization, an

1 amount equal to the representational fee (dues) which would have been paid will be deducted  
2 from the Employee's salary or wages in accordance with b. above. Such fee shall be known as  
3 "religious exception" fee and shall be contributed to a charity of the Employee's choice,  
4 including, but not limited to, American Cancer Society, Muscular Dystrophy Fund, Cerebral Palsy  
5 Fund, Multiple Sclerosis Fund, the American Heart Association, and the American Red Cross.  
6 Should the unit member wish his/her fee to be contributed to a charity other than the above,  
7 approval must first be given by the Association.

8 a. Determination of an Employee's eligibility for religious exception shall  
9 be made by the Association following receipt of the request for Religious Exception and payment  
10 of Charity Fee Form. The form shall include the Employee's name and classification, date of hire,  
11 religious affiliation for which exemptions claimed, and a statement indicating to the Employee  
12 that his/her signature indicates he/she is and has been a member of the religious organization  
13 named and that organization will not permit payment of dues or fees to an Employee  
14 organization. The Association may require any other proof as it deems necessary to assure the  
15 validity of the claim and request. The request form shall be forwarded to the Association within  
16 five (5) days of its completion by the Employee.

17 b. If the Association determines a unit member's claim and request for  
18 religious exception is not valid, the unit member and the District shall be so notified within five  
19 (5) days that the request is rejected and dues or service fees shall deducted in accordance with  
20 this Article.

21 C. Hold Harmless Clause: The Association shall indemnify, defend, and hold the  
22 District harmless from any and all claims, demands or suits, or any other action arising from the  
23 operation of this Article.

24  
25 (Informational Note: Effective January 1, 2001, Government Code Sections 3540.1, 3543 and  
26 3583.5 require that all employees join the Association or pay the Association a service fee as a  
27 condition of continued employment.)  
28



1 ARTICLE XVI

2 DISTRICT RIGHTS

3 A. All District rights and functions, including its power and authority to direct, manage  
4 and control the operation of the District, shall remain vested with the District, except as  
5 specifically and expressly abridged by this Agreement.

6 B. The District has the right to make reasonable rules and regulations pertaining to  
7 Employees consistent with this Agreement.

8 C. In the event of a bona fide emergency, the District and the CSEA shall meet and  
9 confer on any effects the emergency may have upon this Agreement. Nothing contained herein  
10 shall preclude the right of the union to seek judicial relief on a claim that the declaration of an  
11 emergency by the Board of Trustees was arbitrary, capricious or unreasonable.

12 D. The foregoing does not permit the District to take a unilateral action on a  
13 mandatory subject of bargaining unless authorized by law.  
14

ARTICLE XVII

OTHER EMPLOYEE RIGHTS

A. Personnel Files: Employees may authorize a CSEA Representative to sign out, view and copy their personnel file in the Personnel Office. Request for access must be made in writing to the Employer's Director of Human Resources.

B. The No Child Left Behind Act:

1. The District will work with CSEA to make available a county or state developed assessment instrument designed to meet the No Child Left Behind Act (NCLB) compliance requirements.

2. The district shall notify unaffected unit members of future testing dates in order to provide opportunities to meet the qualifications for Title I funded classifications affected by NCLB compliance requirements.

ARTICLE XVIII

BEFORE AND AFTER SCHOOL RECREATION PROGRAM

It is hereby agreed that the following information shall define current operations of the District's Before and After School Recreation Program (BASRP).

It is agreed that changing positions from the above shall only occur following contractual discussions and agreement with CSEA leadership. It is recognized, however, that the District may authorize an individual in one of the positions to flex the beginning and ending times as long as the total hours worked remains unchanged and the flexing does not create an adverse impact on other employees in the program. It is agreed that such flexing does not constitute a permanent change in the position.

1. Use of Substitutes: Substitutes are only used in approved positions which have for some reason become vacant, usually due to illness or short leave, or are in the process of being filled through the regular employee hiring process. When such a short term vacancy exists, attempts will first be made to determine whether any other regular BASRP employee would like to temporarily add the open assignment to their work schedule. If not, then use of outside substitutes is appropriate until the vacancy is closed. A process will be established to allow regular BASRP employees to state to their leader whether they have interest in substituting in hours outside of their regular hours.

2. Assignment of Summer Program Hours: It is agreed that the following is the process for the filling of Summer Program hours in the BASRP.

a. Priority 1: Twelve (12) month BASRP Employees who shall work the same number of hours that they work during the regular school year. If less hours are needed than in the regular school year then the employee layoff procedure (Article XI) shall be followed to reduce staff.

b. Priority 2: If additional summer school hours are available, any regular BASRP employee who was laid-off all, or a portion, of their hours during the regular school year, shall be offered those hours during the summer.

c. Priority 3: Any regular BASRP employees whose hours were reduced through a voluntary reduction that resulted from a layoff process shall be offered hours equivalent to those reduced hours in addition to their regular hours, if such hours are available.

d. Priority 4: Remaining hours shall be offered to regular twelve (12) month

1 BASRP employees in the order of their seniority in the BASRP.

2 e. Priority 5: Remaining hours shall be offered to regular one hundred and  
3 eighty (180) day BASRP employees in order of their seniority in the BASRP.

4 f. Priority 6: If any hours still remain, a formal application and selection  
5 process will be conducted. Selection shall be based on applicant qualifications and  
6 appropriateness for the position.

7 3. Staffing Ratio: It is agreed and understood that the BASRP is not under a  
8 mandatory State or Federal staffing ratio, but rather has established a practice of staffing to a  
9 local ratio. This practice calls for one staff member per 12 kindergarten students and one staff  
10 member per 15 first through fifth grade students. The ratio may be exceeded for short times  
11 within the course of the day, due to periods of staff or enrollment fluctuations that may occur.  
12 No regulatory issues are created by such fluctuations. Efforts shall be made to ensure that,  
13 even with such fluctuations, the ratios do not exceed 15:1. The leaders will be counted in  
14 the ratio if they are on site and available to assist with supervision

15 4. Staff Work Year: All new attendants hired on or after August 23, 2004, shall be  
16 employed for 180 days. One leader shall be employed for 12 months and be responsible for  
17 overall coordination of both the regular school year and the summer programs. The second  
18 leader shall be employed for 10 months and be responsible for assisting with startup and  
19 closedown activities for the regular school year program. The actual days to be worked shall  
20 be coordinated between the two leaders. (Section added Oct. 2005)

# APPENDICES



Pacific Grove Unified School District ~ Classified Job Titles			APPENDIX A		
	Range				Range
Office Manager	39		Maintenance III		47
Administrative Assistant IV	39		Maintenance II		43
Administrative Assistant III	37		Grounds		37
Administrative Assistant II	35		Custodian III		38
			Custodian II		37
Account Clerk III	39		Custodian I		35
Account Clerk I	34		Utility Worker		37
			Transportation Foreman		42
Administrative Specialist (SPED/Curriculum)	40		Bus Driver		38
			Service Mechanic		45
Library Media Tech III (Previous Library Clerk III)	35				
Library Media Tech II (Previous Elementary Manager)	33		Interpreter~ Deaf & Hard of Hearing		38
Library Media Tech I (Previous Library Clerk II)	31		Paraprofessional~ Special Needs		37
			Speech Language Pathologist Assistant		49
Clerk III (Includes previous MS Registrar/Attendance)	33				
Clerk II	31				
Clerk I	30		Food Service Assistant III		31
			Food Service Assistant II		30
Career Technician	42		Food Service Assistant I		28
Computer Lab Instructional Technician II (Previous Elementary Computer Specialist)	33		Recreation Coordinator		37
Computer Lab Instructional Technician I (Previous Computer Aide)	31		Recreation Leader		36
			Recreation Attendant		26
Healthcare Assistant	37				
Instructional Assistant (Sped)	31		Campus Supervisor		29
Instructional Assistant (Title I)	31				
Instructional Assistant I (Reg. Ed. & PE)	30		Noon Duty Supervisor		25
	Administrative Assistant	Clerk	Maintenance	Custodial	Grounds
<b>Substitute rate:</b>	32	25	36	30	30
<b>Retiree substitute rate:</b>	33	28	43	35	37
** Night pay differential rate where applicable is equivalent to one range increase and includes Adult School Administrative Assistant positions.					

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
 CLASSIFIED SALARY SCHEDULE  
 2018/2019

173.33 hours month

RANGE	A	B	C	D	E	F	G	H	I	J	HR.EQUIV
							10 YR	15 YR	20 YR	25 YR	
20	2646	2794	2948	3090	3241	3394	3496	3601	3709	3820	15.27
21	2721	2864	3012	3163	3324	3481	3585	3693	3803	3918	15.70
22	2794	2947	3090	3241	3395	3564	3671	3781	3895	4012	16.12
23	2864	3012	3163	3324	3481	3656	3765	3878	3995	4115	16.52
24	2947	3090	3241	3395	3564	3766	3879	3996	4115	4239	17.00
25	3012	3163	3324	3481	3656	3847	3962	4081	4204	4330	17.38
26	3090	3241	3394	3564	3766	3938	4057	4178	4304	4433	17.83
27	3163	3324	3481	3656	3847	4044	4165	4290	4418	4551	18.25
28	3241	3394	3564	3766	3939	4146	4270	4398	4530	4666	18.70
29	3324	3480	3656	3847	4044	4256	4384	4515	4651	4790	19.18
30	3394	3564	3767	3938	4146	4340	4470	4604	4742	4884	19.58
31	3480	3656	3848	4044	4256	4463	4597	4735	4877	5023	20.08
32	3564	3766	3939	4146	4340	4579	4716	4858	5003	5153	20.56
33	3655	3847	4044	4256	4463	4697	4838	4983	5133	5287	21.09
34	3766	3938	4147	4340	4579	4813	4957	5106	5259	5417	21.73
35	3846	4043	4257	4463	4698	4923	5071	5223	5380	5541	22.19
36	3938	4145	4341	4579	4813	5058	5209	5366	5527	5692	22.72
37	4043	4256	4464	4697	4923	5168	5323	5483	5647	5816	23.33
38	4145	4339	4580	4813	5058	5300	5459	5622	5791	5965	23.92
39	4256	4463	4699	4923	5168	5437	5600	5768	5941	6119	24.55
40	4339	4578	4814	5058	5300	5577	5744	5916	6094	6276	25.03
41	4463	4697	4924	5168	5437	5711	5882	6059	6241	6428	25.75
42	4578	4813	5059	5300	5577	5865	6041	6222	6408	6601	26.41
43	4697	4923	5169	5437	5711	6010	6190	6376	6567	6764	27.10
44	4812	5057	5301	5577	5865	6158	6343	6533	6729	6931	27.76
45	4923	5167	5438	5711	6010	6293	6482	6676	6876	7083	28.40
46	5057	5299	5578	5865	6158	6468	6662	6862	7067	7279	29.17
47	5167	5436	5713	6010	6293	6632	6831	7036	7247	7464	29.81
48	5299	5576	5866	6158	6468	6794	6998	7208	7424	7646	30.57
49	5436	5711	6012	6293	6632	6964	7173	7388	7609	7838	31.36
50	5576	5864	6160	6468	6794	7141	7355	7576	7803	8037	32.17
51	5710	6010	6294	6632	6964	7313	7533	7759	7991	8231	32.94
52	5864	6157	6469	6794	7141	7504	7729	7961	8200	8446	33.83
53	6009	6292	6634	6964	7314	7679	7909	8147	8391	8643	34.67
54	6157	6467	6796	7141	7504	7886	8123	8367	8618	8876	35.52
55	6292	6631	6966	7313	7679	8086	8328	8578	8836	9101	36.30
56	6467	6793	7143	7504	7887	8282	8531	8787	9050	9322	37.31
57	6631	6963	7315	7679	8086	8476	8730	8992	9262	9540	38.26
58	6793	7141	7506	7887	8283	8686	8947	9215	9492	9777	39.19
59	6963	7313	7681	8086	8477	8902	9169	9444	9727	10019	40.17

Long. inc. of 3% for 10, 15, 20 & 25 years, granted on anniver of initial date of employment  
 Inc. 2% eff. 7-1-2002, 3.13% inc. eff. 7-1-2003, 04/05 inc. added to employee benefits.  
 Inc. of 5.36% eff. 7-1-2005. Inc. of 5% eff. 7-1-2006, Inc. of 3.69% eff. 7-1-2007  
 Inc. of 2.0% eff. 7-1-2008, Inc. 1.4% eff. 7-1-2010, Inc. of 0.7% eff. 7-1-2011  
 Inc. of 1.45% eff. 7-1-12, 2.5% eff. 7-1-13, 2.5% eff. 7-1-14, 3.5% eff. 7-1-15, 3.5% eff. 7-1-16  
 Eff. July 1, 2013 salaries increased 7% and employees will pay their own PERS contribution  
 3% Eff. July 1, 2017 - 02/01/2018 .5% added= 3.5% eff 07/01/2017, eff 07/01/2018 3.2%

7/18/18 *Billie Mankey*  
 Date Billie Mankey, Director II Human Resources



**SUGGESTED AREAS FOR PROFESSIONAL GROWTH COURSES**

A Professional Growth Award is earned by completion of nine (9) approved units.

**Work Related Studies (Revised 12/06)****Area 1: Courses open to all employees regardless of current job assignment:**

- Bookkeeping/Accounting
- Child, Family and Community Relations
- Computer and Software courses
- CPR
- English
- First Aid
- Human Relations
- Mathematics/Statistics
- Nutrition
- Principals of Management
- Psychology
- Public Relations
- Telephone Etiquette
- Typing/Keyboarding
- Inservice Workshops sponsored by the District
- Approved correspondence courses

**Area 2: Courses open to Maintenance, Grounds and Operations Families:**

- Basic Custodial Training
- Heating/Plumbing and Furnace Equipment Repair and Operation
- Horticulture
- Landscape Gardening
- Preventive Maintenance
- Use of Pesticides and Insecticides

**Area 3: Courses open to Food Service Families:**

- Food Safety Certification
- Food Service Management

**Area 4: Courses open to Instructional Assistant, Library, Computer and BASRP Families:**

- Administration and Supervision of Programs for Young Children
- Art, Music and Science for the Young Child
- Child Care
- Child Development
- Classroom Techniques
- Introduction of Child Psychology
- Introduction to High School/Elementary Curriculum
- Principals of Working with Young Children
- Library Training (Library only)

**Area 5: Courses open to Administrative and Clerical Families:**

- Business Coursework
- Data Processing
- Office Procedures
- Payroll Record Keeping
- Personnel Management
- Transcription

Other courses, including General Education Courses to complete College Degree, may be approved for work related if approved by Employee's Administrative Supervisor and by the Professional Growth Committee.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT**  
 Professional Growth Credit Form for Classified Employees

INSTRUCTIONS: *Submit one copy. List only one course on each application; submit to the Professional Growth Committee **prior to undertaking course.***

Name	Date
Applicant School/Department	Position
Course/Workshop Title and Number	Units <span style="float: right;">Hours</span>
Name of School Where Course is Given	Beginning/Ending Dates of Course
Course Description (Attach Copy of Catalog or Course Offering):	
Work Related (check one)	Yes _____ No _____
If Work Related, Please Explain Why: _____	
Supervisor's Comments: _____	

\_\_\_\_\_  
 Supervisor's Signature  
 (not required for courses listed in Appendix C)

**COMMITTEE ACTION**

Date of Action \_\_\_\_\_ Units/Hours Approved \_\_\_\_\_ Work [ ] General [ ]

Comments: \_\_\_\_\_

Return application to Professional Growth Committee with verification of completion of coursework, certificate, transcript, or grade print out.

***A signed certificate of completion or transcript MUST accompany this form.***

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT**

Decimal Equivalents of Average Daily Hours Worked to Monthly Salary

Hours of Employment	Full Time Equivalent
1/4	.03125
1/2	.06250
3/4	.09375
1	.12500
1-1/4	.15625
1-1/2	.18750
1-3/4	.21875
2	.25000
2-1/4	.28125
2-1/2	.31250
2-3/4	.34375
3	.37500
3-1/4	.40625
3-1/2	.43750
3-3/4	.46875
4	.50000
4-1/4	.53125
4-1/2	.56250
4-3/4	.59375
5	.62500
5-1/4	.65625
5-1/2	.68750
5-3/4	.71875
6	.75000
6-1/4	.78125
6-1/2	.81250
6-3/4	.84375
7	.87500
7-1/4	.90625
7-1/2	.93750
7-3/4	.96875
8	1.0000

The above equivalents are used only when average hours worked per day are for Monday through Friday every week.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

CLASSIFIED ABSENCE REPORT

Employee: \_\_\_\_\_ Date(s) Absent: \_\_\_\_\_

School or Work Center: \_\_\_\_\_

CHECK REASON FOR ABSENCE AND EXPLAIN IN SPACE PROVIDED:

- |  |                                |
|--|--------------------------------|
| _____ Sick Leave                               | _____ Personal Necessity Leave |
| _____ Industrial Accident or Illness Leave     | _____ Childbirth Leave         |
| _____ Bereavement Leave                        | _____ Child Rearing Leave      |
| _____ Jury Duty or Witness Leave               | _____ Vacation Leave           |
| _____ Absence for Promotional Examination      | _____ Military Leave           |
| _____ Leave of Absence without Pay             | _____ Voting Leave             |
| _____ Leave of Absence for Study or Retraining | _____ Other _____              |

	I certify that during my absence I was ill or injured and unable to work.
	Attached is a doctor's verification of illness.
	I certify that I have not consulted a physician but was treated by someone in a religious sect.

Approved  Disapproved

\_\_\_\_\_  
Employee's Signature Date

\_\_\_\_\_  
Supervisor's Signature Date

**REQUEST FOR  
PERSONAL NECESSITY LEAVE  
or  
VACATION LEAVE**

To: Superintendent (site principal) or designee.

From: \_\_\_\_\_ (Employee)

**PERSONAL NECESSITY LEAVE** is requested on \_\_\_\_\_ (date/dates)  
for the following reason or purpose: (Seven days per school year limit)

A. \_\_\_\_\_  
\_\_\_\_\_

B. \_\_\_\_\_ I have contacted the Superintendent or his/her designee for confidential reasons.

It is not possible for me to accomplish the above during non-working hours. I understand that approval of this request will result in an equivalent reduction of my accumulated sick leave benefits.

\_\_\_\_\_  
Signature of Employee

**VACATION LEAVE** is requested on \_\_\_\_\_ (date/dates)

\_\_\_\_\_  
Signature of Employee

---

To: \_\_\_\_\_

From: Immediate Supervisor

Your request is:      Approved       Disapproved

\_\_\_\_\_  
Signature of Superintendent or Designee

## PGUSD PERFORMANCE EVALUATION REPORT

### Classified Personnel

<b>Employee Name</b>
<b>Classification</b>
<b>If unscheduled report, check here</b> <input type="checkbox"/>

<b>Location</b>	
<b>Employee Status</b>	
<b>Due Date</b>	

Section A				
a	b	c	d	e
NOT SATISFACTORY	REQUIRES IMPROVEMENT	EFFECTIVE – MEETS REQUIREMENTS	EXCEEDS REQUIREMENTS	DOES NOT APPLY
<b>FACTOR CHECK LIST</b> Immediate Supervisor Must Check Each Factor in the Appropriate Column				
<b>QUALITY OF WORK</b>				
				1. Knowledge of Work
				2. Problem Solving
				3. Planning and Organizing
				4. Job Skill Level
<b>WORK ATTITUDE</b>				
				5. Initiative
				6. Goal Oriented
				7. Motivation
				8. Self Reliance
				9. Resourceful
				10. Accepts Responsibility
				11. Accepts Direction
				12. Accepts Change
				13. Effectiveness Under Stress
<b>ATTITUDE TOWARD OTHERS</b>				
				14. Public Contacts
				15. Pupil Contacts
				16. Employee Contacts
Checks in Column (a) must be explained in Section F				

Section B				
a	b	c	d	e
NOT SATISFACTORY	REQUIRES IMPROVEMENT	EFFECTIVE – MEETS REQUIREMENTS	EXCEEDS REQUIREMENTS	DOES NOT APPLY
<b>FACTOR CHECK LIST</b> Immediate Supervisor Must Check Each Factor in the Appropriate Column				
<b>DEPENDABILITY</b>				
				17. Observance of Work Hours
				18. Attendance
				19. Meeting Deadlines
				20. Completes Assigned Tasks
				21. Works Independently
<b>OTHER</b>				
				22. Compliance with Rules
				23. Safety Practices
				24. Appearance of Work Station
				25. Operation/Care of Equipment
<b>FACTORS FOR LEAD EMPLOYEES</b>				
				26. Planning & Organizing
				27. Scheduling & Coordinating
				28. Training & Instructing
				29. Productivity
				30. Evaluating Subordinates
				31. Judgments & Decisions
				32. Leadership
				33. Operational Economy
				34. Supervisory Control
Checks in Column (a) must be explained in Section F				

**Instructions for use of the Performance Evaluation Report Form:**

In compliance with the CSEA contract, the following guidelines should be followed:

1. Markings and comments shall be typed or written in ink. ALL SIGNATURES shall be in ink.
2. If space for comments is inadequate, similarly dated and signed attachments may be made (either typewritten or in ink).
3. Due dates shall be observed per the contract, and are particularly important for final probationary reports.
4. Probationary Employees shall be evaluated by their immediate supervisor at least twice during the nine month probationary period. Promotional Probationary Employees shall be evaluated by their immediate supervisor at least twice during the six month probationary period.
5. Permanent Employees shall be evaluated by their immediate supervisor at least once every two years.
6. Special Evaluations may be requested by the employee one time within the two year evaluation period. A supervisor may issue a special evaluation at any time.
7. All performance evaluation reports in an employee's personnel file are subject to review by the principal or manager whenever an employee is requesting promotion or transfer.

Revised: 1/10/06

Original to Human Resources. Copy to Employee

**PERFORMANCE EVALUATION REPORT**  
**Classified Personnel**  
Page 2

Section C	Record job <b>STRENGTHS</b> & superior performance.		
Section D	Record <b>PROGRESS ACHIEVED</b> in attaining previously set goals for improved work performance.		
List previously set goals here:			
Section E	Record specific <b>GOALS</b> or improvement programs to be undertaken during the next evaluation period.		
Section F	Record specific <b>AREAS FOR GROWTH</b> or job behavior requiring improvement or correction. (Explain checks in column A)		
Section G	Record summary of employee's <b>OVERALL JOB PERFORMANCE</b> .		
<b>Summary Evaluation – Check Overall Performance</b>			
<input type="checkbox"/> <b>Not Satisfactory</b> <small>(Can only be marked following a "requires improvement" summary evaluation)</small>	<input type="checkbox"/> <b>Requires Improvement</b> <small>(Re-evaluate in 30 days) (Not eligible for promotion/transfer)</small>	<input type="checkbox"/> <b>Effective – Meets Requirements</b> <small>(Eligible for promotion/transfer)</small>	<input type="checkbox"/> <b>Exceeds Requirements</b> <small>(Eligible for promotion/transfer)</small>
PROBATIONARY EMPLOYEE: <input type="checkbox"/> I DO <input type="checkbox"/> I DO NOT    recommend this employee to be granted permanent status.			
<b>Evaluator's Signature:</b>		<b>Date:</b>	
Employee: I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement. A statement <input type="checkbox"/> is <input type="checkbox"/> is not    appended hereto.			
<b>Employee's Signature</b>		<b>Date:</b>	

## **Instructions for use: Performance Evaluation Report Form**

In compliance with the CSEA contract, the following guidelines should be followed:

1. Markings and comments shall be typed or written in ink. ALL SIGNATURES shall be in ink.
2. If space for comments is inadequate, similarly dated and signed attachments may be made (either typewritten or in ink).
3. Due dates shall be observed per the contract, and are particularly important for final probationary reports.
4. Probationary Employees shall be evaluated by their immediate supervisor at least twice during the nine month probationary period. Promotional Probationary Employees shall be evaluated by their immediate supervisor at least twice during the six month probationary period.
5. Permanent Employees shall be evaluated by their immediate supervisor at least once every two years.
6. Special Evaluations may be requested by the employee one time within the two year evaluation period. A supervisor may issue a special evaluation at any time.
7. All performance evaluation reports in an employee's personnel file are subject to review by the principal or manager whenever an employee is requesting promotion or transfer.

**Section B:** Mark one column for each factor. Column (e) may be checked when a factor is not considered applicable to a particular job. Each mark in column (a) requires specific explanation in Section F.

**Section C:** May be used to describe outstanding qualities or performances, particularly when marks in Column (d) do not seem adequately descriptive.

**Section D:** Use to record progress or improvements in performance resulting from employee's efforts to reach previously set goals.

**Section E:** Record performance goals for the next evaluation period.

**Section F:** Give specific reasons for marks in Column (a). Explanation of marks in Column (b) are optional. Record here any other specific reasons why the employee should not be recommended for permanent status, or if the employee is already permanent, any specific reasons for required improvement.

**Section G:** Summarize overall job performance.



## **Instructions for use of the Performance Evaluation Report Form:**

Continued

**SUMMARY EVALUATION:** Check the overall performance here, taking into consideration all factors and total performance over the full period of service being evaluated.

**Not Satisfactory:** Performance clearly inadequate in one or more critical factors as explained or demonstrated in Section F. Employee has demonstrated inability or unwillingness to improve or to meet requirements. Performance not acceptable for position held. (Note: Such summary evaluation bars the employee from promotions or transfers for one year.)

**Requires Improvement:** Total performance periodically or regularly falls short of normal requirements. Specific deficiencies should be noted in Section F. This evaluation indicates the supervisor's belief that the employee can and will make the necessary improvements. Employee will be re-evaluated in 30 days.

**Effective – Meets Requirements:** Consistently competent performance meeting or exceeding requirements in all critical factors for this position. If margin is narrow and standards barely met, explain in Section E. Most employees would be rated in this category.

**Exceeds Requirements:** Total performance is well above normal requirements for the position. This evaluation should be reflected by marks for critical factors in Sections A and B, and superior or excellent performance should be noted in Section C.

**SIGNATURES:** Both the rater and the employee shall date and sign the report. The employee's signature indicates that the conference has been held and that he/she has had an opportunity to read the report. If he/she refuses to sign for any reason, explain that his/her signature does not necessarily imply or indicate agreement with the report and that a process is provided for him/her to state any disagreement. Further refusal to sign shall be recorded on the report, after which it shall be forwarded to the Human Resources Office.

**APPEAL:** Any employee who is dissatisfied with the performance evaluation he/she has received should refer to Article IX, Section E, Appeals.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
CLASSIFIED EMPLOYEE GRIEVANCE FORM

Name \_\_\_\_\_ Title \_\_\_\_\_  
School or Location \_\_\_\_\_ Date \_\_\_\_\_

**Description of alleged grievance:**

**Section of contract applicable:**

**Adverse effect on grievant:**

**Remedy requested:**

\_\_\_\_\_  
Date of receipt of grievance form

\_\_\_\_\_  
Signature

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT**  
**Classified Computation of Work Days for 2018-2019**

365 = days in one year

104 = weekend days

$365 - 104 = 261$  work days per year (wd/y)

$261 \text{ work days} \div 12 \text{ months} = 21.75$  work days per month (wd/m)

**12 Month Classified Employee**

261 work days per year - 14 holidays = 246 work days

- Vacation time can be used during all Breaks
- Pay Schedule = 12 checks

**11.5 Month Classified Employee**

251 work days per year - 14 holidays = 236 work days

- October Break = non-working days
- Spring Break = non-working days
- Pay Schedule = 12 checks

**11 Month Classified Employee**

11 months x 21.75 wd/m = 239 wd/y - 13 holidays = 226 work days

- Vacation time can be used during October, Winter & Spring Breaks
- Pay Schedule = 12 equal checks July through June
- Start July 23, 2018 - Last day June 20, 2019

**10.75 Month Classified Employee**

10.75 months x 21.75 wd/m = 234 wd/y - 13 holidays = 221 work days

- Vacation time can be used during Winter & Spring Breaks
- October Break = non-working days
- Pay Schedule = 12 equal checks July through June
- Start July 23, 2018 - Last day June 18, 2019

**10.5 Month Classified Employee**

10.5 months x 21.75 wd/m = 228 wd/y - 13 holidays = 215 work days

- Vacation time can be used during Winter & Spring Breaks
- October Break = non-working days
- Pay Schedule = 12 equal checks July through June
- Start July 23, 2018 - Last day June 12, 2019

**10 Month Classified Employee**

10 months x 21.75 wd/m = 218 wd/y - 13 holidays = 205 work days

- Vacation time can be used during Winter & Spring Breaks
- October Break = non-working days
- Pay Schedule = 11 equal checks August through June (see payroll to sign up for 12 month deferred Pay)
- Start August 1, 2018 - Last day June 7, 2019

**190 Day Classified Employee**

- All Breaks Off - Work student days + 5 days before school + 5 after school
- Pay Schedule = 11 equal checks August through June (see payroll to sign up for 12 month deferred Pay)
- Start August 1, 2018 - Last day June 7, 2019

**185 Day Classified Employee**

- All Breaks Off - Work student days + 5 days before school or after school
- Pay Schedule = 11 equal checks August through June (see payroll to sign up for 12 month deferred Pay)
- Start August 6, 2018 - Last day June 5, 2019

**180 Day Classified Employee**

- All Breaks Off - Work student days ONLY
- Pay Schedule = 10 equal checks August through May (see payroll to sign up for 12 month deferred Pay)
- Start August 8, 2018 - Last day May 31, 2019

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
HOLIDAY SCHEDULE 2018-2019**

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Wednesday	July 4, 2018	Independence Day
Monday	September 3, 2018	Labor Day
Monday	November 12, 2018	Veterans Day
Thursday	November 22, 2018	Thanksgiving
Friday	November 23, 2018	Local Holiday
Monday	December 24, 2018	Local Holiday
Tuesday	December 25, 2018	Christmas Holiday
Monday	December 31, 2018	Local Holiday
Tuesday	January 1, 2019	New Year Holiday
Monday	January 21, 2019	Martin Luther King Day
Monday	February 18, 2019	Presidents' Holiday
Tuesday	February 19, 2019	Local Holiday
Wednesday	February 20, 2019	Local Holiday
Monday	May 27, 2019	Memorial Day

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SHORTENED DAYS (see Article VII D)

All Classified Employees shall be released early on the last work day before the following holidays:

Work Day	The day before Thanksgiving New Year's Spring Break	Winter Break (Christmas)
6-3/4-8 hours	2 hours	4 hours
4-3/4-6-1/2 hours	1-1/2 hours	3 hours
2-1/4-4-1/2 hours	1 hour	2 hours
2 hours and under	½ hour	1 hour

(An employee who is not given the above release time on the noted day shall be given an equivalent amount of time on another day agreed to by the employee and his/her immediate supervisor)

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
2018-2019**

	<b>M</b>	<b>T</b>	<b>W</b>	<b>T</b>	<b>F</b>	<b>180 Instructional Days</b>
<b>Aug</b>			1	2	3	8/2 - New Hire Orientation
	6	7	8	9	10	8/3 - Professional Development Day
	13	14	15	16	17	8/6 - Welcome
	20	21	22	23	24	8/7 - Teacher Prep Day (Non Student/Work Day)
	27	28	29	30	31	8/8 - <i>First Day of School/Work</i>
<b>Sept</b>	<del>H</del>	4	5	6	7	9/3 - Labor Day Holiday
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	
<b>Oct</b>	1	2	3	4	5	10/6 - <i>Butterfly Parade</i>
	8	9	10	11	12	10/12 - End of 1 <sup>st</sup> Quarter (47 days)
	<del>15</del>	<del>16</del>	<del>17</del>	<del>18</del>	<del>19</del>	10/15-10/19 -Fall Break
	22	23	24	25	26	
	29	30	31			
<b>Nov</b>				1	2	
	5	6	7	8	9	
	<del>H</del>	13	14	15	16	11/12 - Veterans Day Holiday
	19	20	21*	<del>H</del>	<del>LH</del>	11/22- 11/23 - Thanksgiving Holiday
	26	27	28	29	30	
<b>Dec</b>	3	4	5	6	7	
	10	11	12	13	14	12/21 - End of 2 <sup>nd</sup> Quarter (42 days)
	17	18	19	20	21*	12/21 - End of 1 <sup>st</sup> Semester (89 days)
	<del>LH</del>	<del>H</del>	<del>26</del>	<del>27</del>	<del>28</del>	12/24- 1/4- Winter Break
	<del>LH</del>					
<b>Jan</b>		<del>H</del>	<del>2</del>	<del>3</del>	<del>4</del>	12/24- 1/4 - Winter Break
	7	8	9	10	11	1/7 - Teacher Prep Day (Non Student/Work Day)
	14	15	16	17	18	1/21- Martin Luther King Holiday
	<del>H</del>	22	23	24	25	
	28	29	30	31		
<b>Feb</b>					1	
	4	5	6	7	8	
	11	12	13	14	15	
	<del>H</del>	<del>LH</del>	<del>LH</del>	<del>21</del>	<del>22</del>	2/18-2/22- Presidents' Holiday
	25	26	27	28		2/25 - Professional Development Day
<b>Mar</b>					1	
	4	5	6	7	8	
	11	12	13	14	15	3/15 - End of 3 <sup>rd</sup> Quarter (42 days)
	18	19	20	21	22	
	25	26	27	28	29	
<b>Apr</b>	1	2	3	4	5*	
	<del>8</del>	<del>9</del>	<del>10</del>	<del>11</del>	<del>12</del>	4/8-4/12 - Spring Break
	15	16	17	18	19	
	22	23	24	25	26	
	29	30				
<b>May</b>			1	2	3	
	6	7	8	9	10	5/31 - End of 4 <sup>th</sup> Quarter (49 days)
	13	14	15	16	17	5/31 - End of 2 <sup>nd</sup> Semester (91 days)
	20	21	22	23	24	5/27- Memorial Day
	<del>H</del>	28	29	30	31*	5/31 - <i>Last Day of School/Work</i>

185 Work Days ~ Current Teachers

186 Work Days ~ New Teachers

**180**

H = Holiday = total of 9 (including July 4<sup>th</sup>)

LH = Local Holiday = total of 5

END OF CONTRACT