MEMORANDUM OF UNDERSTANDING

Between

PARADISE UNIFIED SCHOOL DISTRICT

AND

PARADISE CLASSIFIED EMPLOYEES ASSOCIATION

2016 - 2017

Board approved: October 3, 2017

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PARADISE UNIFIED SCHOOL DISTRICT CLASSIFIED EMPLOYEES ASSOCIATION

PREAMBLE

This agreement is made and entered into this 3rd day of October, 2017, by and between PARADISE UNIFIED SCHOOL DISTRICT, hereinafter referred to as "the District," and PARADISE CLASSIFIED EMPLOYEES ASSOCIATION, hereinafter referred to as "the Association."

ARTICLE I – RECOGNITION

A. Acknowledgement

The District hereby acknowledges Paradise Classified Employees Association, an independent organization, as the exclusive bargaining representative for all classified employees holding those positions described in Appendix B, attached hereto and incorporated by reference as a part of this Agreement.

B. The Scope of Representation

The scope of representation shall be limited to matters relating to wages, hours of employment, specified health and welfare benefits, leave and transfer policies, safety conditions of employment, class size, employee evaluation procedures, and grievance processing procedures.

ARTICLE II - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

A. Deduction of PCEA Membership Dues

Any classified employee who is a member of the Paradise Classified Employees Association (PCEA) or who has applied for membership shall sign and deliver to the Board an assignment authorizing deduction of PCEA membership dues. Such authorization shall continue in effect from year to year unless revoked in writing between June 1, and September 1, of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the regular salary check of the classified employee each month for ten months. Deductions for classified employees who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

B. Non-member Application for Membership

Any classified employee who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of duties shall become a member of the Association or pay to the local Association a representation fee in an amount equal to 100% of PCEA membership dues; however, the classified employee may authorize payroll deduction for such fee in the same manner as provided in Paragraph A of this Article.

C. Sums Deducted

With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit such monies to the Paradise Classified Employees Association, accompanied by an alphabetical list of classified employees for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

D. Furnishing of Information

The Association agrees to furnish any information needed by the Board to fulfill the provisions of this Article.

E. Deductions by Salary

Upon appropriate written authorization from the classified employee, the Board shall deduct from the salary of any classified employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board. Changes in these deductions may be made at the discretion of the unit member provided, however, any additional cost incurred by the District as a result of such changes shall be borne by the unit member initiating the change.

F. Revocation of Authorization

A classified employee who revokes his authorization for the payroll deduction of member dues of the representation fee shall transmit such dues or fee to the PCEA by October 2nd of the current school year and such dues or fee will be paid in full.

G. Refusal to Pay Unit Dues

A unit member refusing to pay the member dues and the representation fee shall remain on the salary schedule in effect for the school year prior to the year in which the unit member refused to pay member dues and representation fee. Such unit members shall be eligible for step increase according to contract on the salary schedule as defined above. A unit member previously refusing to pay dues or fees who later elects to pay shall submit a signed payroll deduction form to the Association. At the start of the first pay period for which the aforementioned payroll deduction authorization applies and for which such deduction is actually made, the unit member shall be paid under the then current salary schedule as long as the payroll deduction authorization remains in effect.

H. Religious Clause

Any unit member who is affiliated with a religion having non-profit organization status in the State of California, which also prohibits its members from paying representation fees, may request the equivalent fee to be paid to the Classified Employees' Scholarship Fund. The Classified Employees' Scholarship Fund shall be administered by a committee comprised of two Association members appointed by the Association and one member appointed by the Superintendent.

ARTICLE III - EVALUATION/DISCIPLINE PROCEDURES

A. Copies of Evaluation Forms

All evaluation forms are to be filled out in triplicate, one copy being retained by the evaluator, one by the evaluatee, and one to be sent to the District Office for placement in the evaluatee's personnel file.

B. Probationary Period

All new employees to the District shall serve a probationary period of twelve (12) consecutive calendar months. The immediate supervisor shall provide performance evaluations to the employee and to the Superintendent every three (3) months during the probationary period. The Superintendent shall have the authority to dismiss a new probationary employee without cause and without right to a hearing any time prior to the completion of the probationary period.

All promotional probationary employees shall serve a probationary period of six (6) consecutive calendar months. The position must begin on or before the tenth (10th) calendar day in order to count as one of the six (6) months. -The immediate supervisor shall provide performance evaluations to the employee and to the Superintendent every three (3) months during the probationary period. The Superintendent shall have the authority during the probationary period to terminate an employee for that portion of the position in which the employee is new and to return an existing unit member to the previous classification if the evaluation is unsatisfactory.

C. Annual Evaluation

Permanent employees shall be given an annual formal evaluation.

D. Unsatisfactory Evaluation

When an employee receives an unsatisfactory evaluation, the evaluator must inform the employee of those areas in which the work is unsatisfactory, offer suggestions for ways to improve, and follow up with a monthly evaluation to see if improvement is taking place.

E. Special Evaluations

Special evaluations may be scheduled for any unit member in the event that such member fails to perform his or her duties under the terms and conditions of the Agreement and/or the reasonable and prudent directives of management.

- 1. Evaluations initiated because of the above reason shall follow month by month until the evaluation is satisfactory.
- 2. When an employee receives an unsatisfactory evaluation, the employee association representing the employee shall be immediately notified, if so requested in writing by the employee, and given a copy of the unsatisfactory evaluation.

F. Grievability

Evaluations are grievable under the terms of the agreement.

Successive Unsatisfactory Evaluation.

All unit members may be disciplined for successive unsatisfactory evaluation or for just cause.

G. Discipline

1. General Provisions

- a. Any unit member may be disciplined for just cause with due process.
- b. Discipline shall be progressive in application with attempts to be corrective rather punitive.
- c. Unsupported allegations shall not be used for disciplinary purposes and shall be expunged from all records.
- d. The Association shall be notified of any proposed discipline that involves a property interest.
- e. Application of discipline shall not have an adverse effect on any other unit member.
- f. Levels of discipline will be sequential but it is not necessary to take all steps.

2. Progressive Discipline

The progressive discipline process consists of a series of disciplinary steps, each step calling for more serious disciplinary action. The process includes the following sequence:

a. Oral warning/conference site level

b. Written warning site level

c. Letter of reprimand site level

d. Unsatisfactory evaluation site level

e. Suspension with pay (administrative leave) district level

f. Suspension without pay district level

a. Dismissal district level

These progressive discipline steps serve as a guide for the evaluator in selecting the appropriate document to record deficient performance.

3. Dismissal

- a. If the Superintendent recommends dismissal and the employee does not request a hearing with the Board within fourteen (14) calendar days after receipt of written notification, the decision of the Superintendent will become final.
- b. If the employee requests a hearing within the allotted fourteen (14) calendar days, a hearing will be set.

ARTICLE IV - ASSOCIATION RIGHTS

A. Right to Post Notices

The Association shall have the right to post notices of activities and matters of Association concern on that portion of the bulletin board designated for Association use in each staff room in each of the schools within the District.

B. Use the District mail Service Boxes

The Association may use the District mail service and employees' mailboxes for distributing communication to their members. This service will be available as long as it does not require additional cost to the District. If the volume of Association mail becomes so great that it is addition additional cost to the District as substantiated by actual cost figures from the Business Office, the Association will either be charged the additional cost or the service will be reduced to the prior level at the option of the Association.

C. Hours of Transaction of Official Business

Authorized representatives of the Association shall be permitted to transact official Association business on school property before and after the regular school day and during the unit member's lunch and break periods. Exclusive of lunch and break periods, official Association business may not be transacted between the hours of 11:00 p.m. and 6:00 a.m.

D. Provision of Employee Information to Association

Names, addresses and listed telephone numbers of all classified employees shall be provided to the Association upon request after October 1st.

E. District Contribution for Copies of Agreement

The District will contribute an amount of money not to exceed three hundred dollars (\$300) for printing costs of providing a copy of the Agreement to each member of the bargaining unit.

F. Release Time

PCEA will be allocated 200 hours per year for the primary use of the Association President of designees to be released from regular work duties to conduct Association business.

ARTICLE V - WORK DAY, WORK WEEK AND WORK YEAR

Education Code 45127 and 45128 relate to the workday, workweek and overtime for classified employees. See Appendix M. These sections provide:

A. Work Day and Week

The normal workday shall be seven (7) or eight (8) hours and the work week thirty-five (35) or forty (40) hours, Monday through Sunday.

Overtime pay is defined to include any time required to be worked in excess of eight (8) hours in any one day and in excess of forty (40) hours in any calendar week (45128 of California Education Code).

Excluding an emergency situation (any situation that is a product of conditions, events and circumstances clearly beyond the control of the District or not subject to control by reasonable and prudent action), a five (5) day notice shall be given the employee should the work week be extended. Full-time, twelve-month employees may opt during summer months to work four (4) days for nine (9) hours and one (1) day (Friday) for four (4) hours. Unit members who work more than nine (9) hours on at least one for the four (4) days, or more than four (4) hours on the fifth day, shall be entitled to overtime pay, provided such until member works more than forty hours in that work week.

B. Compensatory Time

Full-time employees may take compensatory time at the rate of 1-1/2 hours for each hour of overtime, as defined in (A) above, provided approval is obtained in advance through their immediate supervisor to the Superintendent. Guidelines for taking compensatory time shall be the same as those for vacation.

C. Exempt Jobs

Certain jobs may be exempt. These regulations are in compliance with the U.S. Fair Employment Practices Act.

D. Employees Working Less Than Full Time

Those employees working less than a 7- or 8-hour day of a 35- or 40-hour week will qualify for overtime and compensatory time at the same rate as full-time employees only when their hours exceed a 35- or 40-hour week.

E. Work Year

The work year of all employees shall begin on July 1 and end on the following June 30, unless otherwise stipulated in these rules and regulations.

F. Ten Days' Notice for Resignation

Employees shall provide the District in writing a notice of voluntary termination ten (10) working days prior to the proposed termination date.

G. Emergency Duty

An employee called to duty for an emergency during non-regular work hours shall receive a minimum of two (2) hours compensation at the rate of 1-1/2 times his/her regular hourly rate.

H. Attendance at Meetings Outside of the Regular Work Day

An employee directed by his/her supervisor to attend meetings or discussions outside of his/her regular work day shall be paid at his or her regular rate of pay unless attendance at said meeting creates an entitlement to overtime in which case he/she shall be paid overtime in accordance with the MOU and relevant law. An employee unable to attend a meeting outside his/her work day shall not be subject to discipline for failure to attend the meeting.

I. Seniority

Seniority as used throughout this memorandum shall be calculated as defined in Education Code 45102 and 45308 (Exhibit N1).

ARTICLE VI – SALARIES

A. Salary Schedules and Salary Classifications

The salary schedules and salary classification requirements for all classified employees are set forth in Appendices A and B, attached.

B. Payroll Period and Payroll Errors

The payroll period shall be defined as monthly. Salary payments shall be made not later than the last week day of the month, if the normal pay date falls on a holiday, the pay check shall be issued on the preceding weekday. All unit members shall have the option of equal monthly pay periods for a full twelve (12) months.

Verification of accuracy of compensation is a joint responsibility of the employee and the employer. All employees are expected to timely review their compensation. Should they believe that they are improperly compensated, they are to immediately bring this information to the attention of PUSD and PCEA.

Any payroll error resulting in insufficient payment for an employee represented by PCEA shall be corrected, and a special payroll revolving fund check issued not later than five (5) working days after the Assistant superintendent in Charge of Finance has received both a written request from the employee and a verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.

Should payroll error result in an overpayment, the employee shall, upon realizing the fact or upon notification from the District, notify PCEA and if necessary, PUSD of the error. Based upon a repayment schedule developed by the Assistant Superintendent in Charge of Finance and the designated PCEA Executive Board Member the maximum required repayment amount and period shall be established as follows: A = 10% of the net pay of the employee paycheck immediately preceding the

initial overpayment; B = Overpayment total amount; B/A = Maximum number of pay period that "A" may be collected from the employee.

Following the development of the repayment schedule and verification of the data presentation authenticating overpayment, the data presentation shall be made available to the employee along with the repayment agreement for the employee to review and sign if the employee so desires.

PUSD shall also provide a request for payroll deduction form for the employee to fill out if the employee elects to utilize monthly payroll deduction privilege rather than a monthly personal check.

The parties agree that failure of the employee to sign the agreement, or failure to complete the agreement payments, on or before the last pay period in the agreement, shall provide PUSD the election to proceed with other statutory means of collection that may have an adverse effect on the credit score of the employee.

The intent of this provision is to arrange the recovery of fund paid or not paid in error with the least possible stress for all the parties. For that purpose all the events associated with payroll errors shall be excluded from personnel files, unless and except such events are proven to be premeditated and malicious.

C. Compensation Increase for Member of the Bargaining Unit

- 1.0 During the term of this Agreement the salary schedule shall be modified only by written agreement of the parties.
- 2.0 The parties have selected nine districts to use in defining a compensation standard for classified service in our District. The parties recognize that the Districts will change from time to improve or maintain the stability of the database.
 - 2.1 Chico Unified School District
 - 2.2 Eureka City Unified School District
 - 2.3 Gridley Unified School District
 - 2.4 Lake Tahoe Unified School District
 - 2.5 Oroville City Elementary School District

- 2.6 Oroville Union High School District
- 2.7 Paradise Unified School District
- 2.8 Tahoe-Truckee Unified School District
- 2.9 Yuba City Unified School District
- 3.0 The parties have also selected ten representative job classifications to utilize in the development of the compensation standard. The selected job classifications are as follows:
 - 3.1 Administrative Secretary
 - 3.2 Bus Driver
 - 3.3 Custodian
 - 3.4 Food Services
 - 3.5 Groundskeeper
 - 3.6 High School Secretary
 - 3.7 Instructional Assistant
 - 3.8 Skilled Maintenance Worker
 - 3.9 Special Education Assistant
 - 3.10 Vehicle Mechanic
- 4.0 The calculations utilize the fifth step on each of the nine salary schedules. In addition to the salary, the compensation standard also includes health benefit costs (to cap limits) and holidays and vacation days. The annual collection and calculation of this information provides a "Compensation Standard." The purpose of the Compensation Standard is to provide the parties with an "industry" comparison of the value of services provided by PCEA represented employees. Such comparison shall be defined by recognized statistical methods of data analysis such as mean, mode, rank, standard deviation, etc., as defined by the parties from time to time.

- 5.0 The calculations for the compensation standard shall be jointly accomplished for each school year immediately following the receipt of the unaudited actual budget information for that school year.
- 6.0 The hourly rate value of each element other than the hourly salary schedule rate shall be computed by converting the cost to hourly rate using 2080 hours for an annual full time employee.
- 7.0 Legislative action embodied in SB 1446 will impact the funding mechanism related to declining enrollment and charter schools for the PUSD. This legislation becomes effective July 1, 2007. The parties agree to meet and confer to begin discussions regarding the implementation process of converting the employee PERS contribution from District paid to employee paid. The parties agree that all relevant conditions will be considered in establishing the initial step or steps in implementing this provision.
- 8.0 A Scaled Revenue Index shall serve as the guideline for application of increased PUSD District revenue increase to the Total Compensation of PCEA represented employees.
- 7.0 This subsection (C.) Compensation Increase for Members of the Bargaining Unit of Article VI Salaries may be terminated or suspended upon 90 days notice by either party or mutual agreement.

D. Employee's Responsibility for Record Keeping

Each employee is responsible for keeping salary status documents, i.e. time cards, hours, etc. up to date.

E. Payroll Distribution Function

With the November paycheck each year a report will be given to the employee regarding his/her placement on step and column, current health benefit choice and associated cost, and job title, hire date and annual vacation days. An explanation sheet will accompany this report.

F. Pay for Changes in Job Classification

When an employee is moved from one class to another the employee shall be paid as follows:

- Work in a higher class: When an employee is moved to a higher class as a result of a promotion, the employee shall be placed at the highest step previously attained in the class to which the employee has been promoted or at the lowest step which will provide an hourly wage increase of no less than five percent (5%). The employee shall elect the method of determining the step placement.
- 2. Promotion Step Credit: Effective July 1, 1987, employees who lose step credit as a result of promotion shall earn step credit at the rate of two steps of credit for each year of service until the step credit is equal to the years of service or until they reach the first year on the longevity schedule, whichever comes first. When the employee reaches the longevity step as the result of the two steps of credit for each year of service the longevity increment will be awarded again.
- 3. Work in a lower class: When an employee performs work in a lower class as a result of an out-of-class assignment, the employee shall retain step and step advancement entitlements without impairment.

G. Reclassification of a Position to a Higher or Lower Range

If a position is reclassified to a higher or lower range, employees
who are at that time assigned to that position shall be kept on the
same step as they would have been on if the position had not been
reclassified, provided however, that reclassification shall not result in
loss of wages or benefits without the express written agreement of
PCEA.

H. Temporary Assignment to Work Out of Class

1. An employee may be temporarily assigned the duties and responsibilities of a higher or lower classification, but in no case may such a change be in effect more than fifteen (15) consecutive

- working days. Such assignment shall not cause a loss of any wages or benefits.
- 2. Temporary assignment to a higher classification: When an employee is moved to a higher classification for more than five (5) days in a fifteen (15) day calendar day period, as of day one the employee shall be placed at the highest step previously attained in the class to which the employee has been promoted or at the lowest step which will provide an hourly wage increase of no less than five percent (5%). Service credit shall be accrued in the employee's regular classification, not in the temporary assignment.

I. Step Advancement Anniversary

The anniversary date for classified employees shall be July 1. An employee shall advance to the next step of his classification on July 1, provided he was employed by the District ninety (90) days and his last evaluation was satisfactory. Unit members who do not qualify for step advancement on July 1 of any year because of an unsatisfactory evaluation shall be advanced at the first pay period following a satisfactory evaluation.

J. Rest and Meal Periods

- All classified personnel of the District shall have a scheduled, compensate, ten-minute (10) work break for each cumulative three hour work period.
- 2. All employees working five (5) or more hours per day shall have a scheduled non-compensated meal period of at least thirty (30) minutes. Schedule of meal time and temporary adjustments of schedules shall be by mutual agreement between the unit member and the supervisor. This provision recognizes that the scheduling needs of the District and of the unit member are usually best accommodated at the site level. Disputes shall be resolved by the Superintendent.

Schedule of break time and temporary adjustments of schedule shall be by mutual agreement between the unit member and the supervisor. This provision recognizes that the scheduling needs of the District and of the unit member are usually best accommodated at the site level. Disputes shall be resolved by the Superintendent.

K. District Review of Reclassification Requests

A Reclassification Committee with representatives from PUSD and PCEA was formed to develop a Reclassification Request Form. The resulting form is attached hereto as Appendix U. At the request of either party, the Reclassification Committee may be reconvened.

L. Multi-Site Head Custodian

Effective 07/01/00 head custodians who work under the direct supervision of two principals will be paid a 5% bonus for actual time worked. Before any additional multi-site positions are added, PCEA and PUSD agree to bargain the impact of such addition.

M. Retiree Substitute Pay

Unit members who retire pursuant to Public Employees Retirement System rules at step ten (10) or above will be paid at step seven (7) on the classified salary schedule when substituting for any classified position in the District. Compensation will be at the range of the position substituting for.

N. Assignments Beyond Contracted Time

1. Unit members, who work their contract plus additional time on a substitute or temporary basis, shall be paid at the computed hourly rate in the first step of the job classification in which they work.

- 2. Positions can be filled which are temporary due to temporary/categorical funding or are created to provide support for special education students through an IEP. The conditions of such positions will be clearly outlined in the posting. If the temporary position is no longer needed the employee will be terminated for the portion of time connected to the temporary position. If the employee has additional contracted time it will not be affected.
- 3. Part-time employees may elect to work as a day-to-day substitute by applying for participation on the day-to-day substitute list in any classification in which they have not contracted time. Employment as a substitute is without benefits and accrues no employment rights or seniority credit. Employees will be paid at the range of the position in which they are substituting, but at the step equivalent for their year of service. Under no circumstances will the substituting employee be paid more than the employee for whom they are substituting. Unit members who elect to participate in a substitute program shall sign a participation agreement that specifies the terms of participation before their name can be place on the list.

O. Additional Timesheet Work in the Same Classification

The parties agree to a pilot program for the 2010-2011 school year. At the conclusion of the 2010-2011 school year all provisions of the Agreement will expire. Conditions for eligibility in this pilot program include the following:

- 1. Must be a permanent or probationary part time classified employee.
- 2. Must be currently enrolled in the District's medical benefit program.
- 3. Any time sheet use must be preapproved by the eligible employee's direct supervisor.
- 4. Time must be recorded on a time sheet provided by the District for the express purpose of the pilot program.
- 5. Eligible time sheet work must be in the same position as the employee's contracted position. For example, eligible time sheet work for a health secretary must be in the health secretary classification.

- 6. Timesheets must be submitted to the employee's supervisor no later than the last day of the month in which the work is performed.
- 7. Time served by a part time employee as a substitute for another employee is expressly excluded from this program.

Those employees satisfying the conditions above shall receive a stipend monthly in the amount of \$4.75 per additional hour worked during the 2010-2011 school year as part of their regular paycheck.

The parties agree to develop a time sheet for this pilot program no later than 30 days from the date of ratification by PCEA or the Governing Board, whichever is later.

P. Designated Fixed Term Extra Help Assignments

The District and the Association shall designate any mutually agreed FIXED TERM EXTRA HELP ASSIGNMENT which shall be listed in this provision (Article VI – Salaries subsection I.) of the MOU.

a. SCHOOL SITE FIXED TERM ASSIGNMENT

The District may advertise fixed term assignments of up to 19 (nineteen) consecutive workdays at school sites that begin no more than ten (10) workdays before the start of the instructional school year and end no more than ten (10) workdays following the close of the instructional school year. Each position shall include the workday scheduled, work hours and the job classification.

The fixed term assignment shall be offered first to those on the reemployment list in order of seniority. Each position not filled from the reemployment list shall be advertised in the bargaining unit. If there are no bargaining unit applicants or all the applicants from the bargaining unit have been disqualified, the District may advertise the position outside the bargaining unit.

b. UNPLANNED SCHOOL SITE FIXED TERM EXTRA HELP ASSIGNMENT

The District and the Association agree that agreements may be created by the representatives of PUSD and the Association President representing the PCEA Executive board to address unplanned school site extra help assignments.

ARTICLE VII – EMPLOYEE BENEFITS

A. Health Insurance

Effective January 1, 2016, the District will contribute up to \$9,516.00 (nine-thousand five hundred sixteen dollars) per fiscal year (equivalent to \$793 per month) for eight hour employees to purchase insurance through a plan provided by Butte Schools Self-Funded. Full time employees selecting a plan that costs less than the District's contribution shall be eligible for a rebate.

Premium contributions for part time employees are paid on a proportionate basis.

B. Dental Insurance

The Board shall provide all eight-hour (8) per day, forty-hour (40) per week classified employees and their dependents with a fully paid dental plan titled "Delta Dental Service." Premiums for part time employees are paid on a proportionate basis.

C. Vision Insurance

The Board shall provide all eight-hour (8) per day, forty-hour (40) per week classified employees and their dependents with a fully paid dental plan titled "California Vision Service Plan." Premiums for part time employees are paid on a proportionate basis.

D. Public Employees Retirement System (PERS)

Effective July 1, 2014, the employee's PERS contribution will be paid by the employee.

E. Retirement Benefits

Effective June 30, 1991, the District shall continue to pay no more than the maximum dollar amount in effect at the time of an employee's retirement pursuant to PERS rules so as to provide medical benefits (excluding vision and dental) for full time eight-hour (8) employees. An employee, to be eligible for these benefits, must have been employed by the District on a full-time basis for a minimum of fifteen (15) years. Part-time employees who have fifteen (15) years of PERS service in the PUSD would be eligible for continued prorated medical benefits.

Employees may retire at age sixty-two (62) and receive these benefits until the employee qualifies for Medicare or until age sixty-five (65).

- 1. Early Retirement Option: Employees may retire at age 60 (sixty) and receive these benefits until the employee qualifies for Medicare or until age 65 (sixty-five). Unit members who retire during the term of the agreement and meet the following provisions shall be eligible for the following retirement benefits. The District will pay no more than sixty percent (60%) of the maximum dollar amount in effect at the time of an employee's retirement, pursuant to PERS rules so as to provide medical benefits (excluding vision and dental) for all eligible full-time, eight hour (8) employees. All remaining cost to be paid by employee.
- 2. <u>Employee Eligibility.</u> An employee, to be eligible for these benefits, must have been employed by the District on a full-time basis for a minimum of fifteen (15) years. Part-time employees who have fifteen (15) years of PERS service in PUSD would be eligible for continued prorated medical benefits. Employees may retire at age sixty (60) and receive these benefits until the employee qualifies for Medicare or until age sixty-five (65).

Retired employees over the age of sixty-two (62) provided said employee has served more than seven (7) years of service in the District as a full-time/part-time employee, may participate in the District health plan by prepaying such premiums directly to the Business office by the first of each month.

F. Bus Drivers' Physical Examinations/Licensing Fees

The District shall pay to a doctor of the employee's choice costs of a Bus Driver's physical examination required for the renewal or maintenance of the School Bus Driver's license. This amount shall not exceed the amount charged by the District's designated physician. Effective July 1, 1990, the District will pay the license renewal fee for bus drivers incurred subsequent to being employed by the District as a regular Bus Driver for at least six (6) working months.

G. Duration of Benefits

The benefits provided in the Article shall remain in effect during the term of the Agreement.

ARTICLE VIII - HOLIDAYS

All classified employees shall be granted the following thirteen contractual holidays when such holidays occur during the course of their regular employment and they are on paid status preceding or succeeding the holiday and when such days are school holidays for students of the District:

A. Holidays

Labor Day	Christmas Day	Washington's Birthday
Veteran's Day	New Year's Eve*	Memorial Day

Thanksgiving New Year's Day Independence Day

Lincoln's Birthday Day after Thanksgiving Dr. Martin Luther King Day

Christmas Eve* Admission Day**

- 1. It may be necessary to request custodial and maintenance employees to work on local holidays, for which they will receive compensatory time.
- 2. If a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. If any part of the Christmas Eve/Day or New Year's Eve/Day holidays fall on a weekend (Saturday or Sunday), the District may choose to give either Thursday/Friday or Monday/Tuesday according to how it fits with the instructional calendar.
- 3. Employees shall be entitled to be off duty on all holidays when school is not is session, provided, however, that employees assigned to emergency work may be required to remain on duty. When so assigned, such employees shall receive their regular rate of

^{*}Denotes local holidays **Denotes a holiday designated by Trustees. Notification will be given before the close of the previous school year.

pay plus an additional two times the regular rate for hours worked or compensatory time at two times the hours worked.

- 4. <u>Sunday Overtime:</u> Any employee required to work on any Sunday shall receive compensation of two times his/her regular rate of pay for that day.
- 5. A copy of the calendar for classified employees will be included in this section of the handbook for the information of the employee (see Appendix C). This calendar will show the holiday schedule as adopted by the Board of Trustees.

B. Additional Holidays

Additional holiday may be granted by the Board of Trustees, President of the United States and/or the Governor of California.

ARTICLE IX – VACATIONS

A. Vacation Entitlement

An employee who works four (4) or more contracted hours per day who has worked in a paid status for a minimum of one full year as of July 1, shall be entitled to eleven (11) days vacation with pay; the same rate of vacation shall be applicable for each of the first five (5) years of full-time employment. An additional day of vacation shall be added for each year between the sixth (6th) and fourteenth (14th) years. Twenty-one (21) days of vacation shall be the maximum reached after fifteen (15) years of service. In addition, each designated employee who works four or more hours per day shall be entitled to one (1) floating vacation day to be taken at the employee's convenience. Five (5) days notice is required prior to taking the one (1) day floating vacation. School-day-only employees shall be paid in lieu of time off.

B. Prorated Vacation

Employees working less than twelve (12) months per year, or less than five (5) days per week, or less than eight (8) hours per day shall be allowed vacation time on a prorated basis in accordance with the above.

C. Vacation Arrangement

Vacation schedules shall be arranged by the department supervisor, subject to the approval of the Superintendent, and in such a manner as to not interfere with the efficiency of operation as per Education code 45197(d).

Annual Vacations: Employees who work less than a full year must take their vacation prior to June 30. Twelve month employees must take their vacation time that has accrued prior to June 30 of the next fiscal year. Seniority shall be a prime consideration. Unit members shall select vacation periods available in the following manner. The selection of vacation days shall be made from the seniority list, with the most senior employee having the first selection, second most senior employee, the second selection, and likewise through the list. Unit members may trade or change vacation days after initial selections by request to the supervisor and approval of the Superintendent. Seniority shall be determined by first contact date of hire. If there are two or more employees with the same first contract hire date, the unit member with the most hours of service to the District shall be deemed the most senior.

D. Terminated Employees and Accrued Vacation

Regular employees terminating their services during the year shall be entitled to compensation for all accrued vacation. Unit members shall not be required to take vacation time that is coterminous with layoffs, suspensions, or voluntary/involuntary separation of employment, exclusive of extended illness under the terms of sick leave.

E. Earning of Monthly Vacation

A classified employee must begin work on or before the first working day following the tenth calendar day of the month in order to earn a day of vacation time for that month. In order to count his last month of service upon terminating employment, he must have worked at least through the twentieth calendar day of the month.

F. Requests for Vacation

All unit members are entitled to request vacation time at their discretion. Such requests shall be granted on the basis of seniority of the unit member and the approval of the Superintendent. Substitutes will be provided for all 12-month, full-time vacationing employees when school is in session. The site administrator will determine whose job responsibility is traditionally required to be completed on a daily basis. The job site supervisor shall post a vacation schedule which includes all 52 weeks of the year. The District, at its discretion, may change no more than 50% of the vacations selected.

G. 180 Days Plus Additional Time Employees

Employees who work 180 days in a traditional schedule plus additional time in June, July, August and Spring Vacation may be paid for their vacation time or time may be taken off with a substitute provided. The employee shall determine which plan they select on a yearly basis or when the additional work agreement is accepted by the employee. Vacation earned under the separate work agreements may be carried over for one (1) year.

H. Training for Substitutes for 12-Month Office Staff

If a substitute is to work for 12-month school site office staff for a week or longer, the replacing substitute will come in for training. If the substitute has been previously trained in appropriate clerical procedures, this training need not occur.

ARTICLE X - LEAVES

A. Personal Illness and Injury

Each classified employee regularly employed shall be entitled to leave of absence without loss of pay for illness or injury on the basis of one (1) day for each month of full employment. Part-time employees are entitled to a prorated portion thereof. Unused sick leave shall be carried forward to succeeding years. Any new classified employee employed by the Paradise Unified School District who has terminated his employment with another district for reasons other than action initiated by the employer for cause within

one (1) year of his employment shall have transferred to this school district all earned and accumulated unused sick leave. A new regular employee shall not be eligible to take more than six (6) days, or the proportionate amount to which he may be entitled, until the first day of the calendar month after completion of six (6) months of active service with this district. Permanent employees may borrow up to a maximum of twelve (12) days sick leave, providing they are actively employed on the first working day of the fiscal year.

When a person employed in the classified service is absent from his duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of, or in the course of employment of the employee, the amount deducted from the salary due him for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his position during his absence. Said benefits shall be used after entitlement to all regular sick leave, accumulated compensating time, vacation, or other available paid leave has been exhausted, including all provisions applicable to Workers' Compensation. Sick leave benefits must be claimed by verification of illness or injury on the regular form provided (see Appendix D). This form shall be signed by the employee and the supervisor.

Upon separation from the District prior to the end of the fiscal year, all accrued sick leave allowances shall be adjusted to the amount actually earned for service to date, and any payment for sick leave absence over and above that actually earned shall be deducted from the final pay check. In case of sickness or injury resulting from pregnancy, the employee shall be entitled to sick leave with pay. The days the employee is actually confined in the hospital, and any other days which the attending physician certifies the patient was ill as a result of child birth, shall be counted as time the employee is entitled to sick leave with pay. All sick leave accruing from pregnancy shall be charged against the sick leave time standing to the credit of the employee at the time the absence occurred. Nothing in these rules and regulations shall be construed to mean that sick leave on account of maternity shall be in addition to sick leave resulting from other causes.

B. Sick Leave Excess

Employees absent from work who have exceeded their sick leave may be placed on leave of absence. The District may grant up to eighteen (18) months additional sick leave, with or without pay, but without loss of benefits or status, after which the employee is placed on a thirty-nine (39) month reemployment list.

C. Bereavement

Classified employees of the Paradise Unified School District shall be entitled to five (5) days of absence for the death of any member of the immediate family, with no deduction from the salary of such employee. "Member of the immediate family" shall herein mean husband, wife, domestic partner, child, stepchild, son-in-law, daughter-in-law, grandchild, father, mother, stepfather, stepmother, father-in-law, mother-in-law, grandfather, grandmother, brother, sister, half-brother, half-sister, brother-in-law, or sister-in-law of the employee, or any relative living in the immediate household of the employee. Bereavement leave may only be used in connection with the death of the immediate family member.

D. Jury Duty

Classified employees of the District shall be granted leave for the purpose of serving on jury duty. Upon receiving notification to serve on jury duty, the employee shall report this information to his immediate supervisor. When an employee is granted leave for jury duty, he shall be paid in the amount of the difference between the employee's regular earnings and any amount he receives as juror's fees. In practice, each employee will pay his juror's fees to the District and receive his regular salary. Mileage and meal allowances will be retained by the employee.

E. Emergency/Personal

In conforming to §45207 of the Education Code, an employee may use at his election not more than six (6) days of accumulated sick leave for a personal emergency.

Personal necessity: No more than six days of accumulated sick leave benefits can be used in the following cases of personal emergency:

- Accident, involving his person or property, or the person or property of a member of his immediate family, of such an emergency nature that the immediate presence of the employee is required during his work day.
- 2. Appearance in court as a litigant, or as a witness under an official order.
- 3. Serious or critical illness of a member of the immediate family calling for services of a physician, and of such an emergency nature that the immediate presence of the employee is required during his work day. No such accumulation leave in excess of six (6) days may be used in any school year for the purposes enumerated in this section. Employee shall be required to present additional proof to the administration of his need to be absent upon his return to work, if it appears to be needed to prevent abuse of this policy.

F. Military

A classified employee granted a military leave of absence shall retain all the rights and privileges earned and as granted by law.

G. Personal Business

For those full-time employees working a forty-hour (40) week, leave for two (2) hours may be granted without loss of pay for the conduct of personal business. Such leave is not accumulative and is to be used at the employee's discretion with the permission of his/her building principal or the Superintendent. The employee must notify his/her building principal or the Superintendent as far in advance as possible when such leave is desired.

H. Personal Leave

Each year employees may be eligible to take up to three (3) personal leave days at the discretion of the employee and with prior approval by the supervisor. These three (3) days will be charged against the employee's sick leave.

Eligibility for personal leave days each year will be based on the prior year's ending sick leave balance of at least 10 hours for each hour of the employee's daily contract.

Examples: 1 hour daily contract would need 10 hours to be eligible.

4 hour daily contract would need 40 hours to be eligible.

8 hour daily contract would need 80 hours to be eligible.

These days may not be connected to holidays and/or vacation days.

This provision for the use of sick leave for personal leave days may be reopened by either party at any time during the term of this agreement by written thirty (30) day notice to the other party.

I. Catastrophic Leave Donations

Policy.

Catastrophic Leave Donations permit salary and benefit continuation for a specified, eligible employee who has exhausted all paid leave as the result of the employee's catastrophic illness or injury or because the employee needs to care for a member of the employee's immediate family that has a catastrophic illness or injury. Participation in the donations is strictly voluntary. Donations are not available for illnesses or injuries that do not meet the definition of "catastrophic" as defined in this policy.

Eligibility.

An eligible recipient of the Catastrophic Leave Donation is any bargaining unit member who has exhausted all paid leave as the result of the employee's catastrophic illness or injury or because the employee needs to care for a member of the employee's immediate family that has a catastrophic illness or injury. Immediate

family is defined as father, mother, child, spouse, brother, sister, or any of the above that is step-related.

A Review Committee shall be established consisting of four (4) committee members, two (2) selected by the represented employee organization and two (2) selected by the Superintendent or designee.

The request shall be referred to the Review Committee and either approved or denied within ten (10) working days of receipt of the written request.

This provision requires the requesting employee to provide written verification of the catastrophic illness or injury from a licensed practitioner. The medical verification will be sufficient to allow the Review Committee to make a determination regarding whether or not the condition meets the definition of catastrophic as defined in this policy.

An eligible employee, as approved by a majority vote of the Review Committee, will have donations solicited on their behalf to all qualifying PUSD employees. The decision of the Review Committee shall be final.

<u>Definition.</u> "Catastrophic" is defined as: An illness or injury that is sudden, unexpected or unusual, and is life-threatening or severely debilitating.

Donation Parameters. Bargain Unit members may donate accrued leave in increments of two (2) hours to a specified employee. Donations may only be made from an employee's vacation, CTO, sick or management leave. Only employees with a total of more than eighty (80) hours of accrued vacation, CTO, or sick leave may participate.

The annual maximum donation by any single employee is a total of forty (40) hours of which not more than sixteen (16) may be from sick leave. No donation of sick leave will be permitted where such donation shall leave any donating employee with less than one hundred and sixty (160) total hours of sick leave themselves. The total annual maximum amount of sick leave that one employee may receive from employee catastrophic leave donations shall not

exceed a cumulative limit established by the Committee annually. Donated hours shall remain in the donor's leave accruals until it is needed to be applied to the receiving employee's paycheck. Donations will be used on a first-come, first applied basis. Once processed and transferred, all donations are irrevocable. Donated hours may only be used for the catastrophic condition for which the original request was made.

ARTICLE XI - TRANSFERS

A. General

- Voluntary transfer is a lateral movement within a job classification from one work position or location to another position or location which is initiated by application from an employee for a position advertised under the provisions of this Agreement.
- 2. <u>Involuntary transfer</u> is a lateral movement with a job classification from one site to another site which is initiated by the District. Disciplinary transfers as outlined in Article III, G are not subject to the restrictions in Article XI.
- 3. <u>Promotion</u> is a movement to a higher job classification as a result of application by an employee for a position advertised under provision of this Agreement.
- 4. A **vacancy** is a new position in the bargaining unit or an existing position in the bargaining unit that must be filled under the terms of this Agreement.
 - **Notice of vacancy** shall be posted at all work stations at least seven (7) days prior to the final filing date. Job postings will be made available to all employees via the EdJoin website. Notice of vacancies shall include: the adopted job description, hours, work year, location, salary range, and job classification.
- 5. Ten working days following Board action that results in a vacant position by resignation the position will be posted indistrict. If for any reason the position will not be posted within the allotted timeline, a status update will be presented by the

- District to PCEA within ten working days from the date of the Board action.
- 6. Notice of vacancy shall be emailed to Paradise Classified Employees Association at the time of posting.
- 7. Instructional Aides, Instructional Aides Title I, and Instructional Aides-Special Education in the bargaining unit and working less than four (4) hours per day may have their hours of employment increased to no more than four (4) hours per day without advertising the open position, provided, however, that within five (5) days of such increase in hours, the District shall provide written notice to the President and Vice President of the Paradise Classified Employees Association of such increase in hours. The notice to P.C.E.A. shall include the total increase in hours and any change in benefits for the affected employee.
- 8. Any employee may apply for a voluntary transfer or promotion by filing a written notice with the Superintendent.

B. Voluntary Transfers and Promotions

- 1. The District shall advertise in the bargaining unit for promotional and transfer candidates for each job opening or vacancy in the bargaining unit. Only unit members with permanent status may apply. The screening committee shall review all applications and determine whether an applicant will be interviewed. In the event the promotion probation period is not successful, remaining qualified candidates who were interviewed will be considered. After the screening committee rules that there are no qualified candidates in the bargaining unit, the District may advertise outside the bargaining unit.
- 2. In filling the vacancy, the District shall consider the candidate's job qualifications, experience, prior performance, test scores, interview, and date of hire seniority.

3. Establishment of Voluntary Transfer Test Scores

The standard for establishing a passing score for tests given as part of the voluntary transfer process shall be as follows:

- The standard shall be no higher than 80% or lower than 70%.
- Scores shall be re-averaged after 25, 50, and 100 administrations.
- The average of 100 administrations shall be deemed the standard for all future administrations.

C. Involuntary Transfers

- Employees may be involuntarily transferred within a job class by the District when such transfer is deemed to be in the best interest of the District. It shall be the responsibility of the Superintendent to effect involuntary transfers. Reasons for transfers shall be reasonably and expressly understood by the affected employee. No transfer shall be made arbitrarily or vindictively. A written notice shall be forwarded to the employee at least forty-five (45) calendar days prior to the transfer.
- 2. All involuntary transfers shall be made under seniority rule. Using the district-wide seniority list, established by the date of hire, the least senior person in the class at the site from which the involuntary transfer is to be made shall be the first person transferred.
- 3. Notice of opportunity to transfer shall be posted for the class at the site from which the transfer is to be made. If there is no response in ten (10) working days, the District may then send the involuntary transfer notice.
- 4. Any unit member involuntarily transferred shall be immune from such for two years and shall have first right of refusal for any equivalent vacancy in the class at the site from which the unit member was involuntarily transferred.

ARTICLE XII – GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is a verbal or written allegation by a grievant that the grievant has been adversely affected by a violation of the specific provisions of this Agreement.
- 2. A "grievant" may be the bargaining unit or any member thereof covered by the terms of an agreement between the bargaining unit and the governing Board of this school district. The individual grievant must initiate the grievance procedure.
- 3. A "day" for the purposes of this grievance policy is any day on which the central administrative office of this school district is open for business.
- 4. The "immediate supervisor" is the building principal, Director of Transportation, Director of Food Services, Director of Maintenance/Operations, or the administrator having immediate jurisdiction over the grievant and who has been designated to adjust grievances.

B. Time Limits

The bargaining unit members who fail to comply with the established time limits will forfeit all rights to the application of the grievance procedure for the alleged contract violation. Time limits may be extended by mutual agreement.

C. Informal Level

Before filing a formal written grievance, the employee shall, within five (5) days after occurrence of the act of knowledge thereof, attempt to resolve it by a documented informal conference with the immediate supervisor.

D. Formal Level

1. Level One

a. Within ten (10) days after the occurrence of the act or knowledge thereof giving rise to the grievance, the grievant must present the

- grievance in writing on the District provided form (see Appendix E) to the immediate supervisor and to the bargaining unit.
- b. This statement shall be a clear, concise statement of the grievance, citing the specific section of the contracted agreement allegedly to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- c. The supervisor's decision shall be communicated to the bargaining unit member in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
- d. Within the above time limits, either the grievant or the supervisor may request a personal conference with the other party, which shall be documented.

2. Level Two

- a. In the event the grievant is not satisfied with the decision at Level One, the grievant shall appeal the decision on the appropriate form (see Appendix F) to the Grievance Officer within ten (10) days.
- b. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.
- c. The Grievance Officer shall communicate the decision within ten (10) days after receiving the appeal. Either the grievant or the Grievance Officer may request a personal conference within the above time limits. If the Grievance Officer does not respond within the time limits, the grievant may appeal to the next level.

3. Level Three

a. In the event the grievant is not satisfied with the decision at Level Two, the grievant shall appeal the decision on the appropriate form (see Appendix G) to the Superintendent (or his/her designee) within ten (10) days.

- b. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.
- c. The Superintendent (or his/her designee) shall communicate the decision with ten (10) days after receiving the appeal. Either the grievant or the Superintendent (or his/her designee) may request a personal conference within the above time limits. If the Superintendent (or his/her designee) does not respond within the time limit, the grievant may appeal to the next level.

4. Level Four

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no written decision has been rendered within ten (10) days of meeting with the Superintendent or his designee, the grievant and a representative of the bargaining unit, if the grievant so desires, may submit the grievance to the Board of Trustees to be handled at the next regularly scheduled meeting during either open or closed session, at the grievant's option, if the grievance can lawfully be heard in closed session. The determination of lawful closed session subjects shall be made by the District. (See Appendix H).

5. Level Five

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Four, or if no written decision has been rendered within ten (10) days of the meeting with the Board, the grievant may request the bargaining unit to submit the grievance to arbitration. The bargaining unit, by written notice to the Superintendent within fifteen (15) days after the receipt of the request from the aggrieved person, may submit the grievance to binding arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after the arbitrator has had an opportunity to hear the merits of the grievance.
- b. Within ten (10) days of the notification to the Superintendent, the bargaining unit will submit the grievance to the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association in the

- selection of an arbitrator, and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association or the Expedited Rules of Arbitration, as stated in the appeal to Arbitration.
- c. The arbitrator's decision under voluntary or expedited rules shall be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator will be submitted to the Superintendent and the bargaining unit and will be final and binding upon the parties of this Agreement.
- d. All costs for the services of the arbitrator, including but not limited to per diem expenses, his/her travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and the bargaining unit. All other costs will be borne by the party incurring them.

E. Miscellaneous Provisions

- 1. During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private, except as stated in Level Four.
- 2. A grievant may be represented by the employee organization or another person of his/her own choosing, at either the informal or formal level.
- 3. There shall be no reprisals of any kind taken against any employee or the employee's representative because of participation in a grievance or support thereof.
- 4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limits given in

- this procedure may be modified by written agreement of all the parties involved.
- A grievance or grievances affecting more than one grievant may be consolidated by mutual agreement of both parties, as long as such consolidation does not create an unnecessary delay.
- 6. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 7. Forms for filing grievances and other necessary documents shall be prepared by the District and the P.C.E.A. and shall be given sufficient distribution so as to facilitate operation of the grievance procedure.
- 8. If a grievance arises at a level about the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the grievance office and the bargaining unit directly, and the processing of such grievance will be commenced at Level Two.
- 9. Time limits for appeal provided in each Level shall begin the day following receipt of written decision by the parties in interest.
- 10. A classified employee may be represented at all stages of the grievance procedure by himself/herself, or at the employee's option by the representative selected by the P.C.E.A. If an employee is not represented by the bargaining unit or its representative, the bargaining unit shall have the right to be present and to state its views at all stages of the grievance procedure.

F. <u>Summary of Steps to Follow in Filing a Grievance</u>

- 1. First contact immediate supervisor
- 2. Second contact District Grievance Officer
- 3. Third contact District Superintendent

- 4. Fourth contact Board of Trustees
- 5. Fifth contact arbitration

ARTICLE XIII - SAFETY

<u>District Compliance:</u> The District shall conform to and comply with all health, safety, and sanitation requirements imposed by State or Federal law, or regulations adopted under State or Federal law.

ARTICLE XIV - SAVINGS AND MAINTENANCE OF BENEFITS

A. Statutory Changes and Savings

If any provisions of this Agreement are held to be contrary to law by the P.E.R.B. or a court of competent jurisdiction, or if there are statutory changes affecting this Agreement, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect. Should a provision or application be deemed invalid, the parties shall, upon demand of either, meet not later than thirty (30) days after such court or legislative change to renegotiate the provision or provisions affected.

B. Automatic Reopener

During the term of this Agreement after 1991/1992, Article VI-Salaries shall be an automatic reopener for both the District and the Association. Further, each party shall have an additional opener of their choice. Article XIX-Year Round Provisions shall be an automatic reopener at a time the Board of Trustees designates other schools for a year-round program.

ARTICLE XV - NEGOTIATIONS

A. Outside Consultant Services

Either party may utilize the services of outside consultants to assist in the negotiations.

B. Discharge of Duties

The Board and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.

C. Time and Place of Negotiations

Negotiations shall take place at mutually agreeable times and places during, before, or after the regular school day.

D. Scheduled Bargaining Meetings

The District and the Association shall schedule meetings to deal with selected problems and negotiations issues. The intent of the parties is utilize the regularly scheduled meetings to develop and maintain an "interest based bargaining" relationship. This provision does not modify any right of the parties. This provision may be suspended by either party by written ninety (90) day notice.

E. Interest Based Bargaining Timeline

After August 15 each year PUSD and PCEA will identify mutual items for discussion in Interest Based Bargaining during the year. These items will be sunshined by the Board of Trustees and PCEA.

Interest Based Bargaining meetings will be held twice a month from September through December to work on contractual issues with the goal of having a package to the Board of Trustees and PCEA membership prior to January 1 for ratification. The IBB team receives committee reports one time per month and meets one time per month from January through May.

ARTICLE XVI - TERM

The term of the Agreement beginning July 1, 1984 shall be for three years with an automatic extension of one year when the first year expires within any three-year time frame. In the event that this clause is successfully challenged in a court of competent jurisdiction, it shall be severed without effect on the remaining portions of the Agreement.

ARTICLE XVII - MISCELLANEOUS

A. Health Secretaries Staffing

Except Ridgeview High School and Honey Run Academy, Health Secretaries will be staffed at a minimum of 8 hours or the time school is in session, whichever is greater.

B. One-On-One Aides

One-on-one aides have full status and rights as a PCEA member except as follows: One-on-One aides assigned to a student who has left the District, or whose IEP no longer requires a one-on-one aide shall be placed on the Thirty-Nine Month Re-Employment list as the exclusive and single step in the layoff procedure for that One-on-One aide. Status of One-on-One aide reemployment list does not affect any other re-employment rights to other positions previously held in the District. Individuals hired as a one-on-one aide will be provided with a copy of this language upon hiring.

C. First Aid and Cardiopulmonary Resuscitation (CPR) Recertification

PUSD will select a First Aid and CPR recertification provider. Notice of the approved provider shall be given to PCEA and affected unit members. Employees whose job descriptions require renewal of First Aid and CPR certifications will be eligible for reimbursement for the actual cost of completing the recertification program(s) from the District selected provider. If an employee receives recertification through a non-District selected provider, the employee will not be reimbursed. Reimbursement is limited to First Aid and CPR recertifications. Employees are required to pay costs of any initial certifications.

ARTICLE XVIII - SUBCONTRACTING

The District and P.C.E.A. agree that the District shall not subcontract any work customarily and usually performed during regularly assigned hours by people in positions represented by P.C.E.A., provided, however, that such subcontracting may occur after notice to P.C.E.A. and as long as such subcontracting does not require layoff of employees in the bargaining unit represented by P.C.E.A.

ARTICLE XIX - TRANSPORTATION

The purpose of this article is to establish the procedures and processes that will provide for the stable, productive and efficient operation of the Transportation Department. The parties agree that transportation employees are covered by the other provisions of this agreement in all matters and in all extents not specifically modified by this specific provision.

A. Bus Driver Governance Committee

- 1. <u>Scope:</u> The committee will have authority to act on only items that both the PUSD and PCEA determine to be the responsibility of the committee. The purpose of the committee is to develop, analyze, implement and interpret work rules, policies, procedures, and contract provisions unique to the bus drivers. All changes to the above shall be by consensus of the committee. All recommended changes by the governance committee, including work rules, will be approved by the joint PCEA/PUSD Interest Based Bargaining Group.
- 2. <u>Members:</u> There will be five (5) members of the Transportation Department: four (4) elected bus drivers and one (1) supervisor.
- 3. **Chairperson:** The chairperson will be elected by a majority vote of the committee.
- 4. <u>Agenda:</u> Items may be submitted to the chairperson to be placed on a meeting agenda. Items must be received at least four (4) days prior to the next meeting. The chairperson will secure the approval of PCEA and PUSD prior to placing an item on an agenda.

- 5. **<u>Bargaining Committee:</u>** The bargaining committee and the bus driver governance committee shall establish a liaison.
- 6. <u>Meetings:</u> A schedule of meetings will be determined at the beginning of each school year. The committee will meet at least one (1) time per month. No action will be taken without a quorum of members present. Meetings will be conducted under the guidelines of Interest Based Bargaining with training provided by PUSD.

B. Field Trips – Bus Drivers

With the exception of overnight field trips, bus drivers shall be paid for all hours from departure to return. Any fraction of one (1) hour shall be paid in increments of one-quarter hour (15 minutes). One (1) extra hour's pay shall be paid bus drivers on overnight trips for bus security and/or refueling. The district shall pay, on overnight trips, the cost of lodging and meals. Lodging: single room rate.

C. Stirling City or Butte Meadows Run

Bus Drivers who drive a Stirling City or Butte Meadows run will be paid a five percent (5%) bonus for actual driving time.

D. Oroville Special Education Run

Bus Drivers who drive an Oroville Special Education run with severely handicapped students will be paid a five percent (5%) bonus for actual driving time, with run time calculated at a minimum of two (2) hours per run.

E. Minimum Guarantee

- 1. Guarantee a minimum four (4) hour contract every year for all contracted drivers. If the driver is contracted for more than four (4) hours and less than six (6) hours they will be guaranteed at least their current transportation department contract for the next year.
- 2. Drivers hired after July 1, 1997 who are contracted for 6 (six) hours of driving time or more will be guaranteed at least 6 (six) hours the next year. If an individual is contracted for more than six (6) hours of driving time, they can be reduced to not less than six (6) hours the next year. Health benefits will be maintained at the level of the

previous year until October 1st or the time of permanent picks of route selections the year the reduction takes place.

F. Drivers hired before July 1, 1997

All bus drivers employed before July 1, 1997 shall continue under the current work rules with the following exception regarding field trips and make-up time.

G. Current Drivers – Make-up Time

All current bus drivers who have make-up time will be assigned duties by the supervisor.

H. Temporary Reduction in Hours

Drivers who do not want to make up hours may give up the hours for the year and retain the entitlement at the next first-of-the-year pick.

I. Permanent Reduction in Hours

Drivers with eight hour contracts may permanently resign as much as two hours of contract time and retain full-time benefits.

J. Bus Driver/Shop Services Worker

Two positions of 2.5 hours each of Bus Driver/Shop Services Worker shall be added. One in the AM and one in the PM. These positions are emergency driver positions. The activities in the shop by these positions are productivity enhancements and are not scheduled shop hours. During the shop activity the drivers are so engaged that they can leave the task immediately for emergency bus driver duty.

K. Utility Bus Driver

Two positions of 2.5 hours each of Utility Bus Driver shall be added. One in the AM and one in the PM. These positions provide coverage for scheduled driver absence on routine absentee days. These positions are open to drivers who have demonstrated versatility as drivers and have taken and passed hazmat training. Utility Bus Drivers shall be paid a five percent (5%) bonus for all hours worked as utility bus driver.

L. Selection of Route Assignments

Selection of routes shall be made available to bus drivers based on the Route Selection Order List. The Route Selection Order List shall be established on or before February 1, 2006 and consist of the names of bus drivers who are currently contracted in the classification of bus driver as of February 2, 2006. Placement on the list shall be established by the first date of hire as a contracted bus driver in the district. Each contracted bus driver shall have an individual date of hire for the Route Selection Order list.

After February 1, 2006, new bus drivers will be added to the last position of the Route Selection Order List by the driver's first date of hire as a contracted bus driver.

A contracted bus driver who vacates all of his/her contracted bus driving time to accept any position in the district has a maximum of seven (7) months to return as a contracted bus driver without losing position on the Route Selection Order List.

Any bus driver who resigns or retires from the District shall have a new date of hire established for the Route Selection Order List if he/she is re-hired.

M. Transportation Aide

An aide will be provided on bus runs that transport special education children whose IEP has determined an aide is necessary.

N. T-01 Training

With prior approval of the Department Manager and District Superintendent, a bus driver may be paid up to eight (8) hours at his/her regular rate for attending out of district T-01 training.

ARTICLE XX – VOLUNTEERS

A. The District and P.C.E.A. agree that the District shall not permit volunteer services for any work customarily and usually performed by people in positions represented by P.C.E.A., provided, however, that such volunteer services may occur after advanced filing of an

agreement for such volunteer services signed by the PCEA President and the PUSD Superintendent. Filing shall be accomplished on the form titled "VOLUNTEER EVENT APPLICATION". Such form shall be included in this MOU in the appendix attachments. Volunteer Event Applications are limited to a three day duration. Such days may be consecutive or non-consecutive. Applications shall be made available at the District Office.

ARTICLE XXI – SUMMER SCHOOL EMPLOYMENT

A. Hiring

Employees who are interested in summer school employment and who are not normally assigned to work during all or a portion of summer school, shall notify the Personnel Office by May 10, of each year, in writing on a District form (see Appendix P). The notification will include the classified position(s) for which the employee meets the minimum qualifications and the dates they are available to work.

Employees who have notified the Personnel Office by May 10 will be considered for summer school employment as openings occur.

To qualify for a summer school assignment, an employee must be available for the entire duration of the assignment.

If a summer school position is not filled by an incumbent, the opening will be filled by applicants from the site/department who meet minimum qualifications and have submitted a summer school employment form.

Summer school positions not filled from the site/department will be filled by summer school bus drivers who submit a summer school employment form and who meet the minimum job qualifications.

Summer school positions not filled by bus drivers will be filled by unit members from other sites/departments or non-unit members who meet minimum qualifications and submit a summer employment form.

B. Salaries and Benefits

1. Summer school employment will be paid on an hourly timesheet.

- 2. Health benefits for unit members are not impacted by summer employment.
- 3. An employee assigned to a position in his/her regularly contracted classification will be paid at the same range and step as during the regular school year.
- 4. Individuals employed during summer school in a lower classification will be paid at the range of the summer school position and the step they are compensated at during the regular school year.
- 5. Employees employed during the summer school at a higher classification shall be compensated at the highest step previously attained in the class to which the employee is assigned or at the lowest step that will provide an hourly wage increase of no less than five percent (5%). The employee shall elect the method of determining the step placement.

ARTICLE XXII - EXTENDED SCHOOL YEAR EMPLOYMENT - ESY

A. Hiring

Employees who are interested in extended school year employment and who are not normally assigned to work during all or a portion of the extended school year shall notify the personnel office by March 1st of each year in writing on a district form. (See Appendix P) The notification will include the classified positions for which the employee meets the minimum qualifications and the dates they are available to work.

Employees who have notified the personnel office by March 1st will be considered for extended school year employment as openings occur. To qualify for an ESY assignment an employee must be available for the entire duration of the assignment. If an ESY is not filled by an incumbent the opening will be filled by applicants from the site/department who meet the minimum qualifications and have submitted an ESY employment form. ESY positions not filled from the site/department will be filled by summer school bus drivers who submit an ESY employment form and who meet the minimum job qualifications.

ESY positions not filled by bus drivers will be filled by unit members from other site/departments or non-unit members who meet minimum qualifications and submit an ESY employment form. Employee seniority will be among the items considered by the District when making assignments.

- 1. ESY employment will be paid on an hourly time sheet.
- 2. Health benefits for unit members are not impacted by ESY employment.
- 3. An employee assigned to a position in his/her regularly contracted classifications will be paid at the same range and step as during the regular school year.
- 4. Individuals employed during ESY in a lower classification will be paid at the range of the ESY position and the step they are compensated at during the regular school year.
- 5. Employees employed during the ESY at a higher classification shall be compensated at the highest step previously attained in the class to which the employee is assigned or at the lowest step that will provide an hourly wage increase of no less than 5%. The employee shall elect the method of determining the step placement.

B. Summer Food Program

Employees who are interested in working in the Summer Food Program shall notify the Personnel Office by March 1st of each year, in writing using the Summer Food Program Notification form. (See Appendix T)

If a Summer Food Program position is not filled by an incumbent, the opening will be filled by someone from the Food Service Department. Employee seniority will be among the items considered by the District when making assignments. After Food Service Department employees have been placed, any open positions may be filled by other qualified unit members outside of the department. To be considered for the open position, the employee must have previously completed the Summer Food Service training program.

RATIFICATION

Negotiating Committee

This agreement was approved by the PUSD Board of Trustees on 10/03/2017

PARADISE UNIFIED SCHOOL DISTRICT

By Michelle John, Interim Superintendent	
Judith Peters, PUSD Board President	10 3 17 Date
PARADISE CLASSIFIED EMPLOYEES ASSO	OCIATION
By Wayne Rademacher, Chairperson	11/3/17 Date

Kristin Mundy, PCEA President Date

APPENDICES:

- A. (1) Classified Salary Schedule (2017-2018)
- A. (2)Knowledge/Resource (2017-2018)
- B. Classified Salary Ranges (2017-2018)
- C. Classified Holidays (2016-2017)
- D. Request for Absence (Archived)
- E. Grievance Form A Immediate Supervisor
- F. Grievance Procedure Form B Grievance Officer
- G. Grievance Procedure Form C Superintendent
- H. Grievance Procedure Form D Board of Trustees
- I. Projected Staffing Needs for Year Round Schools (Archived)
- J. Proposed Cafeteria Work Schedule (Archived)
- K. Memorandum of Agreement (Archived)
- L. Schedule of Custodial Services (Archived)
- M. Education Code Sections 45127 and 45128
- N. Education Code Sections 45102, 45308 and 45197
- O. Medical Benefit Side Letter (Archived)
- P. Notification to Personnel of Interest in Working Summer School Positions or Extended School Year Positions
- Q. Payroll Errors
- R. Payroll Adjustment Form
- S. One-Time Off the Salary Schedule Payment (Archived)
- T. Notification of Interest in Working the Summer Food Program
- U. Reclassification Request Form
- V. Volunteer Event Application

PARADISE UNIFIED SCHOOL DISTRICT CLASSIFIED SALARY SCHEDULE FISCAL YEAR 2017-18 EFFECTIVE 07/01/17

		1	2	3	4	5	6	7	8	11	14	17	20	23	26	29
			4.00%	4.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
7		11.95	12.42	12.92	13.18	13.44	13.71	13.99	14.27	14.55	14.77	14.99	15.22	15.44	15.68	15.91
8	2.0%	12.19	12.67	13.18	13.44	13.71	13.99	14.27	14.55	14.84	15.07	15.29	15.52	15.75	15.99	16.23
9	2.0%	12.43	12.93	13.44	13.71	13.99	14.27	14.55	14.84	15.14	15.37	15.60	15.83	16.07	16.31	16.55
10	2.0%	12.68	13.19	13.71	13.99	14.27	14.55	14.84	15.14	15.44	15.67	15.91	16.15	16.39	16.64	16.89
11	2.0%	12.93	13.45	13.99	14.27	14.55	14.84	15.14	15.44	15.75	15.99	16.23	16.47	16.72	16.97	17.22
12	2.0%	13.19	13.72	14.27	14.55	14.84	15.14	15.44	15.75	16.07	16.31	16.55	16.80	17.05	17.31	17.57
13	2.0%	13.45	13.99	14.55	14.84	15.14	15.44	15.75	16.07	16.39	16.63	16.88	17.14	17.39	17.65	17.92
14	2.0%	13.72	14.27	14.84	15.14	15.44	15.75	16.07	16.39	16.72	16.97	17.22	17.48	17.74	18.01	18.28
15	2.0%	14.00	14.56	15.14	15.44	15.75	16.07	16.39	16.72	17.05	17.31	17.57	17.83	18.10	18.37	18.64
16	2.0%	14.28	14.85	15.44	15.75	16.07	16.39	16.72	17.05	17.39	17.65	17.92	18.19	18.46	18.74	19.02
17	2.0%	14.56	15.15	15.75	16.07	16.39	16.72	17.05	17.39	17.74	18.00	18.27	18.55	18.83	19.11	19.40
18	2.0%	14.85	15.45	16.07	16.39	16.72	17.05	17.39	17.74	18.09	18.36	18.64	18.92	19.20	19.49	19.78
19	2.0%	15.15	15.76	16.39	16.72	17.05	17.39	17.74	18.09	18.46	18.73	19.01	19.30	19.59	19.88	20.18
20	2.0%	15.45	16.07	16.72	17.05	17.39	17.74	18.09	18.46	18.82	19.11	19.39	19.68	19.98	20.28	20.58
21	2.0%	15.76	16.39	17.05	17.39	17.74	18.09	18.46	18.82	19.20	19.49	19.78	20.08	20.38	20.68	21.00
22	2.0%	16.08	16.72	17.39	17.74	18.09	18.46	18.82	19.20	19.59	19.88	20.18	20.48	20.79	21.10	21.42
23	2.0%	16.40	17.06	17.74	18.09	18.46	18.82	19.20	19.59	19.98	20.28	20.58	20.89	21.20	21.52	21.84
24	2.0%	16.73	17.40	18.09	18.46	18.82	19.20	19.59	19.98	20.38	20.68	20.99	21.31	21.63	21.95	22.28
25	2.0%	17.06	17.75	18.46	18.82	19.20	19.59	19.98	20.38	20.78	21.10	21.41	21.73	22.06	22.39	22.73
26	2.0%	17.40	18.10	18.82	19.20	19.59	19.98	20.38	20.78	21.20	21.52	21.84	22.17	22.50	22.84	23.18
27	2.0%	17.75	18.46	19.20	19.59	19.98	20.38	20.78	21.20	21.62	21.95	22.28	22.61	22.95	23.29	23.64
28	2.0%	18.11	18.83	19.59	19.98	20.38	20.78	21.20	21.62	22.06	22.39	22.72	23.06	23.41	23.76	24.12
29	2.0%	18.47	19.21	19.98	20.38	20.78	21.20	21.62	22.06	22.50	22.83	23.18	23.52	23.88	24.24	24.60
30	2.0%	18.84	19.59	20.38	20.78	21.20	21.62	22.06	22.50	22.95	23.29	23.64	24.00	24.36	24.72	25.09
31	2.0%	19.22	19.98	20.78	21.20	21.62	22.06	22.50	22.95	23.41	23.76	24.11	24.48	24.84	25.21	25.59
32	2.0%	19.60	20.38	21.20	21.62	22.06	22.50	22.95	23.41	23.87	24.23	24.60	24.96	25.34	25.72	26.10
33	2.0%	19.99	20.79	21.62	22.06	22.50	22.95	23.41	23.87	24.35	24.72	25.09	25.46	25.85	26.23	26.63

*Board approved on 10/03/17 10/4/2017 @ 9:57 AM

PARADISE UNIFIED SCHOOL DISTRICT KNOWLEDGE/RESOURCE SALARY SCHEDULE FISCAL YEAR 2017-18

	1	2	3	4	5	6	7	8	11	14	17	20	23	26	29
		4.00%	4.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
HOURLY	25.10	26.11	27.15	27.69	28.25	28.81	29.39	29.98	30.58	31.03	31.50	31.97	32.45	32.94	33.43
DAILY (HOURLY X 8)	200.82	208.85	217.20	221.55	225.98	230.50	235.11	239.81	244.61	248.28	252.00	255.78	259.62	263.51	267.46
MONTHLY (DAILY X 21.75)	4,368	4,542	4,724	4,819	4,915	5,013	5,114	5,216	5,320	5,400	5,481	5,563	5,647	5,731	5,817
ANNUAL (MONTHLY X 12)	52,413	54,510	56,690	57,824	58,981	60,160	61,363	62,591	63,843	64,800	65,772	66,759	67,760	68,777	69,808

Appendix A (2)

Education Stipend: Associate degree =\$500, Bachelor's degree =\$1,000, and Master's degree =\$1,200
 Network/Workstation Technicians receive the same District benefit contribution as PCEA members for medical, dental, and vision

Board approved on 10/03/17

PARADISE UNIFIED SCHOOL DISTRICT CLASSIFIED SALARY RANGES FY 2017-2018

10 Food Service Assistant 10 School Crossing Guard 11 After Kindergarten Program Assistant 11 Band Auxiliary Aide 11 Instructional Aide Assistant (BL) 11 Instructional Aide 11 Yard Duty Aide
11 After Kindergarten Program Assistant 11 Band Auxiliary Aide 11 Instructional Aide Assistant (BL) 11 Instructional Aide 11 Yard Duty Aide
11 Band Auxiliary Aide 11 Instructional Aide Assistant (BL) 11 Instructional Aide 11 Yard Duty Aide
11 Band Auxiliary Aide 11 Instructional Aide Assistant (BL) 11 Instructional Aide 11 Yard Duty Aide
11 Band Auxiliary Aide 11 Instructional Aide Assistant (BL) 11 Instructional Aide 11 Yard Duty Aide
11 Instructional Aide Assistant (BL) 11 Instructional Aide 11 Yard Duty Aide
11 Instructional Aide 11 Yard Duty Aide
11 Yard Duty Aide
13 Educational Technician
13 Instructional Aide/Spec. Ed. Assistant (BL)
13 Instructional Aide/Spec. Ed. Assist. 1:1
13 Instructional Aide-Special Education
13 Instructional Aide-Title I
13 Instructional Aide/Title I Assistant (BL)
13 Transportation Aide-Special Education
14 Instructional Aide/Spec. Ed. Assistant (BL)
14 Instructional Aide/Spec. Ed. Assist. 1:1
14 Instructional Aide-Special Education II
14 School Campus Monitor
14 Transportation Aide-Special Education II
15 Clerk Typist II
15 Senior Food Service Assistant
16 Music Aide
17 Career Center Aide
17 Custodian I
18 Attendance Clerk
19 Custodian II
19 Custodian II 19 Delivery Driver/Warehouse Worker
19 Delivery Driver/Warehouse Worker
Delivery Driver/Warehouse Worker After Kindergarten Program Supervisor
Delivery Driver/Warehouse Worker After Kindergarten Program Supervisor High School Library Specialist
19 Delivery Driver/Warehouse Worker 20 After Kindergarten Program Supervisor 20 High School Library Specialist 20 Library Specialist
Delivery Driver/Warehouse Worker After Kindergarten Program Supervisor High School Library Specialist

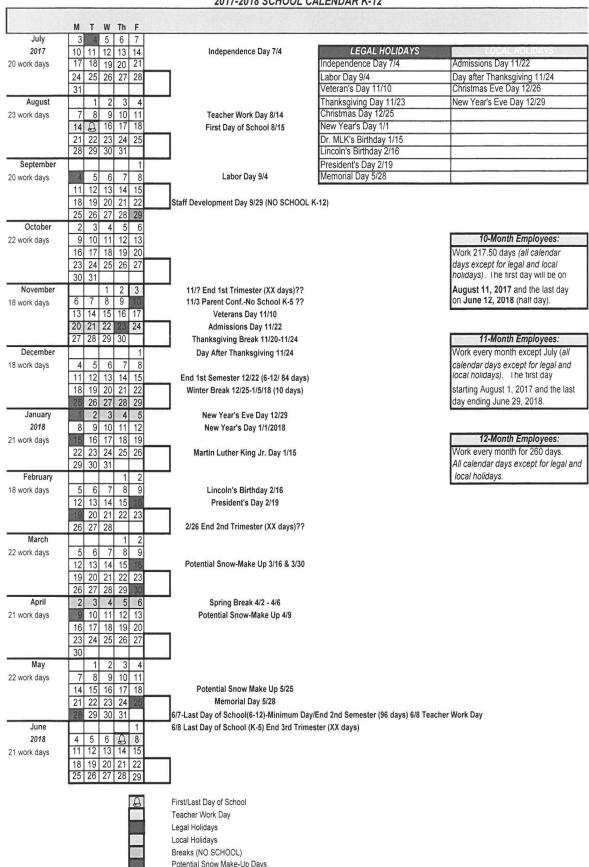
21	Department Secretary
21	Groundskeeper
21	Health Secretary
21	Registrar
	incgistrati
22	Attendance Coordinator
22	Attendance Support Worker
22	Food Services Site Manager
23	Bus Driver
23	Data Systems/Information Mgmt. Tech.
23	General Maintenance Worker
24	Head Custodian I
24	High School Principal's Secretary
24	Principal's Secretary
	, , , , , , , , , , , , , , , , , , , ,
26	Administrative Secretary
27	Mechanic
28	Administrative Account Technician
28	Drug, Alcohol, Tobacco Specialist
28	Payroll Technician
20	Section Hand Controlling
29	Senior Head Custodian
31	Bus Driver Instructor
31	Senior Mechanic
31	Skilled Maintenance Worker
33	Shop Foreman
*K/R	Network/Workstation Technician

Board approved: 10/03/2017

Appendix B

^{*}Knowledge/Resource Salary Schedule

PARADISE UNIFIED SCHOOL DISTRICT 2017-2018 SCHOOL CALENDAR K-12



Staff Development Day (no school K-12)

Grievance Form A – Immediate Supervisor

		Date:					
Α.	Name of Employee (Grievant):						
В.	Name of Immediate Supervisor:						
C.	Date of informal conference wi	th immediate supervisor:					
D.	Date of the occurrence of the act of knowledge thereof giving rise to the grievance:						
E.	Specific section of the contracted agreement allegedly to have been violated:						
F.	•	rcumstances involved – as briefly as grievance, including times and places and idents:					
G.	Decision of informal conference	e:					
Н.	Specific remedy sought:						
Employ	yee's Signature	Employee Association Representative Signature					
Date Si	igned:	Date Signed:					

Appendix E

Grievance Form B – Grievance Officer

To:						
Grievanc	e Officer					
From:						
Employ	yee Name	Position	Department			
GRIEVANCE:						
1. Please	attach a copy of Grieve	ance – Form A.				
	e attach a copy of your in rievance.	mmediate supervisor's written	response to			
	 State in detail your reasons for appealing your immediate supervisor's decision. 					
Employee's Sig	nature	Employee Association Representat	tive Signature			
Date Signed:		Date Signed:				

Appendix F

Grievance Procedure Form C – Superintendent

To: _		<u> </u>				
Su	perintendent					
From	:					
	Employee Name	Position	Department			
GRIE'	VANCE:					
1.	Please attach a copy of Gri	evance – Form A.				
2.	. Please attach a copy of your immediate supervisor's written response and the Grievance Officer's written response to your grievance.					
3.	. State in detail your reasons for appealing the Grievance Officer's decision.					
Emplo	oyee's Signature	Employee Association Repr	esentative Signature			
Date S	Signed:	Date Signed:				

Appendix G

Grievance Procedure Form D – Board of Trustees

To: Board	of Trustees		
From:			
Emp	loyee Name	Position	Department
GRIEVANC	CE:		
1. Plec	ase attach a copy of gri	evance – Form A.	
Grie	• • • •	ur immediate supervisor's writte response, and the Superintend	•
3. Stat	e in detail your reasons	for appealing the Superintende	ent's decision.
Employee's	Signature	Employee Association Represent	tative Signature
Date Signec	l:	Date Signed:	

Appendix H

Education Code §45127. Workweek:

"The workweek of a classified employee, as defined in Section 45103 or Section 45256, shall be 40 hours. The workday shall be eight hours. These provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to carry on the business of the district. Nothing in this section shall be deemed to bar the district from establishing a workday of less than eight hours or a workweek of less than 40 hours for all or any of its classified positions.

"Notwithstanding the provisions of this section and Section 45128, a governing board may, with the approval of the personnel commission, where applicable, exempt specific classes of positions from compensation for overtime in excess of eight hours in one day, provided that hours worked in excess of 40 in a calendar week shall be compensated on an overtime basis. Such exemption shall be applied only to those classes which the governing board and personnel commission, where applicable, specifically find to be subject to fluctuations in daily working hours not susceptible to administrative control, such as security patrol and recreation classes, but shall not include food service and transportation classes.

"This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commending with Section 45240) of this chapter."

Education Code §45128. Overtime

"The governing board of each district shall provide the extent to which, and establish the method by which ordered overtime is compensated. The board shall provide for such compensation or compensatory time off at a rate at least equal to time and one-half the regular rate of pay of the employee designated and authorized to perform the overtime.

"Overtime is defined to include any time required to be worked in excess of eight hours in any one day and in excess of 40 hours in any calendar week. If a governing board establishes a workday of less than eight hours but seven hours or more and a workweek of less than 40 hours but 35 hours or more for all of its classified positions or for certain classes of classified positions, all time worked in excess of the established workday and workweek shall be deemed to be overtime. The foregoing provisions do not apply to classified positions for which a workday of fewer than seven hours and a workweek of fewer than 35 hours has been established, nor to positions for which a workday of eight hours and a workweek of 40 hours has been established but in which positions employees are temporarily assigned to work fewer than eight hours per day of 40 hours per week when such reduction in hours is necessary to avoid layoffs for lack of work or lack of funds and the consent of the majority of affected employees to such reduction in yours has been first obtained.

"For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.

"This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) of this chapter."

Education Code §45102. Assignments at times other than regular academic year:

"For the purposes of this section every classified employee shall be deemed to be employed for 12 months during each school year regardless of the number of months in which he is normally in paid status. Any school district which in any school year, maintains school sessions at times other than during the regular September-June academic year shall assign for service during such times regular classified employees of the district. When it is necessary to assign classified employees not regularly so assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. No classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year I June to the beginning of the next academic year in September, shall be required to perform services during such period. A classified employee shall, for services performed as herein provided, receive, on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

"This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) of this chapter."

Education Code §45308. Order of layoff and reemployment; length of service:

"Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

"For purposes of this section, ***for service commencing or continuing after July 1, 1971, 'length of service' means all hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime basis as provided for in Section 45128." ***

"Nothing contained in this section shall preclude the granting of 'length of service' credit for time spent on unpaid illness leave, unpaid maternity leave, unpaid family care leave, or unpaid industrial accident leave. In addition, for military leave of absence, 'length of service' credit shall be granted pursuant to Section 45297. In the event an employee returns to work following any other unpaid leave of absence, no further seniority shall be accrued for the time not worked.

"Hours in paid status' shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the district except service in restricted positions as provided in this chapter."

Education Code §45197. Vacation Leave:

- (a) Every public school employer shall grant to regular classified employees an annual vacation at the regular rate of pay earned at the time the vacation is commenced. Such vacation shall be as determined by the public school employer, but not less than five-sixths of a day for each month in which the employee is in a paid status for more than one-half the working days in the month, provided the employee is regularly employed five days per week, seven to eight hours a day. An employee in a paid status for less than one-half the working days in a month shall have his vacation credit accrued on the basis provided for in subdivision (b) or (c).
- (b) In lieu of accrual of vacation credit on a monthly basis and proration as prescribed in subdivision (a), a district may provide for accrual of vacation credit on any of the following bases:
- (1) For all employees or classes of employees who work a full workweek of 40 hours the district shall provide 0.03846 hour of vacation credit for each hour of paid service, not including overtime.
- (2) For all employees or classes of employees who work a full workweek of 37.5 hours the district shall provide 0.04087 hour of vacation credit for each hour of paid service, not including overtime.
- (3) For all employees or classes of employees who work a full workweek of 35 hours the district shall provide 0.04379 hour of vacation credit for each hour of paid service, not including overtime.
- (c) For all employees regularly employed for fewer than 35 hours a week, regardless of the number of hours or days worked per week, the vacation credit shall be computed at the rate of 0.03846 for each hour the employee is in paid status, not including overtime.
- (d) Vacation may, with the approval of the employer, be taken at any time during the school year. If the employee is not permitted to take his full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the governing board.
- (e) Earned vacation shall not become a vested right until completion of the initial six months of employment.
- (f) The employee may be granted vacation during the school year even though not earned at the time the vacation is taken.
- (g) If an employee is terminated and had been granted vacation which was not yet earned at the time of termination of his services, the employer shall deduct from the employee's severence check the full amount of salary which was paid for such unearned days of vacation taken.
- (h) Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six months of employment in regular status shall not be entitled to such compensation.
- (i) This section shall not apply to substitute, short-term, or limited-term employees, as they are defined in Sections 45103 and 45286, unless such employees are specifically included by the public school employer.
 - (j) The public school employer may expand the benefits provided for in this section.
- (k) This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240) of this chapter.

Notification to Personnel of Interest in Working Summer School Positions or Working Extended School Year Positions By PUSD Classified Employees

App	licant Name	Current Position				
Sign	ature	School Site				
My s	tatus is:					
	I have in-district status.					
	I have temporary status.					
	I am a classified substitute.					
I am interested in working summer school in the following positions, and am available for the entire duration of the assignment:						

This form must be received by Personnel by March 1st

PAYROLL ERRORS:

Verification of accuracy of compensation is a joint responsibility of the employee and the employer. All employees are expected to timely review their compensation. Should they believe that they are improperly compensated, they are to immediately bring this information to the attention of PUSD and PCEA.`

Any payroll error resulting in insufficient payment for an employee represented by PCEA shall be corrected, and a special payroll revolving fund check issued not later than five (5) working days after he Assistant Superintendent in Charge of Finance has received both a written request from the employee and a verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.

Should payroll error result in an overpayment, the employee shall, upon realizing the fact or upon notification from the district, notify PCEA and if necessary PUSD of the error. Based upon a repayment schedule developed by the Assistant Superintendent in Charge of Finance and the designated PCEA Executive Board Member the maximum required repayment amount and period shall be established as follows:

- **A** = 10% of the net pay of the employee paycheck immediately preceding the initial overpayment.
- **B** = Overpayment total amount.
- **B/A** = Maximum number of pay periods that "A" may be collected from the employee.

Following the development of the repayment schedule and verification of the data presentation authenticating the overpayment, the data presentation shall be made available to the 4 employee along with the repayment agreement for the employee to review and sign if the employee so desires.

PUSD shall also provide a request for payroll deduction form for the employee to fill out if the employee elects to utilize monthly payroll deductions privilege rather and a monthly personal check.

The parties agree that failure of the employee to sign the agreement, or failure to complete the agreement payments, on or before the last pay period in the agreement, shall provide PUSD the election to proceed with other statutory means of collection that may have an adverse effect on the credit score of the employee.

The intent of this provision is to arrange the recovery of fund paid or not paid in error with the last possible stress for all the parties. For that purpose all the events associated with payroll errors shall be excluded from personnel files, unless and except such events are proven to be premeditated and malicious.

Business Department Payroll Adjustment Form

DATE:						
EMPLOYEE NAME:						
DATE EMPLOYEE NOTIFIED OF OVERPAYMENT: _						
AMOUNT OF OVERPAYMENT:						
MONTH(S) OF OVERPAYMENT:						
REASON FOR OVERPAYMENT:						
AGREED UPON METHOD OF REPAYMENT TO PUS	D WILL CONSIST OF:					
PAYROLL DEDUCTION(S) IN THE AMOUNT OF \$ (NUMBER)						
DURING THE MONTH(S) OF:						
CIONATURE OF EVEN OVER	DATE					
SIGNATURE OF EMPLOYEE	DATE					
SIGNATURE OF PAYROLL DEPARTMENT REPRESENTATIVE	DATE					

Notification of Interest in Working the Summer Food Program By PUSD Classified Employees

	Applica	nt Name		Current Position			
	Signatur	re		School Site/Department			
My emp	loyment	status is:					
	l ha	ve In-District sto					
	l ha	ve temporary s					
	I am a classified substitute.						
l an			_	ummer Food Program. veeks (check all that apply):			
		Week 1		Week 5			
		Week 2		Week 6			
		Week 3		Week 7			
		Week 4		Week 8			
l ar	m availa	ble to substitut	e during the	e summer:			
		Yes		No			

This form must be received by Personnel by March 1st.

Appendix T



EXHIBIT U

RECLASSIFICATION REQUEST

Reclassification is a change from one job position/title to another job position/title. The District shall have the authority and shall be responsible for reviewing individual reclassification requests and making final decisions concerning reclassifications, subject to the terms of this MOU between PCEA and PUSD.

INSTRUCTIONS:

The unit member must have permanent status and have been contracted in the position

from which they request reclassification for more than two (2) years.

The unit member should review and compare the essential job duties and responsibilities of their current job description with the job description(s) of the proposed position(s), complete the Position Reclassification Questionnaire (**Unit Member: pages 1-4**) and attach all supporting documentation.

The unit member should submit the completed Request to the Director of
Human Resources who will then provide the request to the unit member's
supervisor to complete. The supervisor will complete his/her portion of the
Request and submit it to the Director of Human Resources within 15 work days
of receipt.

The Director of Human Resources will review the Request and notify the employee of his/her decision within 15 work days of receipt of the completed Request.

POSITION RECLASSIFICATION QUESTIONNAIRE

To be completed by Unit Member

Employee Name:	Original Hire Date:		
Current Position:	Current Site/Dept:		
Contracted Hours:	Work Year:		
Date contracted in current position reque	esting reclassification:		
Current Range:	Current Step:		
Name of Administrator/Dept. Supervisor	for your current position:		
SPECIFIC DUTIES AND RESPONSIBILITIES: responsibilities that you perform. List ea consider most important. Describe each and how you do it.	ch duty separately and begin wit	h those duties y	ou
In the column on the right side, indicate i and the approximate percentage of total should equal 100%. If more space is need this page.	time you spend performing each	n duty. Total tim	ie
JOB DUTIES AND RESPONSIBILITIES:		In Current Job Description?	% of time:

JOB EV	/ALUATION FACTORS:		
1.	What <u>KNOWLEDGE</u> is required before a person can start your posiknow to start your job today?	tion? What mus	st you
2.	What <u>ABILITIES</u> are required before a person can start your position	on?	
3.	3. What EDUCATION or TRAINING are necessary before a person can start your position?		
4.	What kind of EXPERIENCE is necessary or helpful to do your position	on?	
5.	What <u>LICENSES or CERTIFICATIONS</u> are required to do your job and them?	d how do you ob	tain
6.	What <u>DECISIONS</u> do you make independently in your current posit most difficult and/or major decisions you make in the course of your current positions.		he
7.	What <u>DEGREE OF INDEPENDENCE</u> do you have in your job? Who	reviews your	

decisions? Do you work independently or with your supervisor closely available?

	List the consequences of you not doing your work properly. For example, if you do your work incorrectly, how will it affect the health and safety of students; the District time, money, property, efficiency, and; services provided for the benefit of the District?
POSITIO	ON RECLASSIFICATION:
Have yo	ou reviewed existing PUSD Job Description(s) for this reclassification request? YES or NO
To whic	ch Job Description(s) do you believe your current position needs to be reclassified?
Descrip	is not a current Job Description that fits with your reclassification request, what Job tion(s) best describes your current duties and responsibilities? Please list your reasons Be as detailed as possible with regard to your current job duties and responsibilities.
What for	unctions does your position serve in assisting your school site or department fulfill its e?

<u>RECLASSIFICATION REQUEST – To be completed by Administrator/Manager</u>

<u>Directions to Administrator/Department Supervisor:</u> Please review the Position Reclassification Questionnaire completed by the Unit Member. Please complete the following questions. Please sign and date below.

· · ·	
Employee Name:	Today's Date:
Employee's Position:	Site/Dept:
Employee's Contracted Hours:	Work Year:
Name of Administrator/Dept. Supervisor for this employ	yee:
 After you have carefully reviewed the Position Reby the employee, are you able to concur that is a responsibilities of the employee? YES or 	accurately reflects the job duties and
2. If NO, please explain your concerns, making refe Please DO NOT mark or change any answer on the	•
 Please comment on your support or disagreeme Request that this employee completed. 	nt with this Position Reclassification

4.	Please list below the <i>Increased and/or Changed</i> job of	duties a	and re	sponsi	bilities:
	1				
	2				
	3				
	4				
	5				
	6				
5.	Please add any additional information or input that y Reclassification Request.	ou car	ı provi	ide reg	arding this
6.	Have you discussed your views with this employee?		YES	or	NO
7.	What is your recommendation and why?				
Ad	ministrator/Department Supervisor Signature		Date		
 Pri	nted Name		Site o	 r Depa	rtment

VOLUNTEER EVENT APPLICATION

Name of applicant
Address of applicant.
Description/Name of event.
Description of volunteer services A. B. C.
Date(s) of event. Time of Services A. B. C.
PUSD certification of compliance with applicable rules and regulations
PUSD Superintendent of Schools
PCEA certification of compliance with applicable Memorandum of Understanding provisions and the Constitution and ByLaws of PCEA.
PCEA President

Appendix V