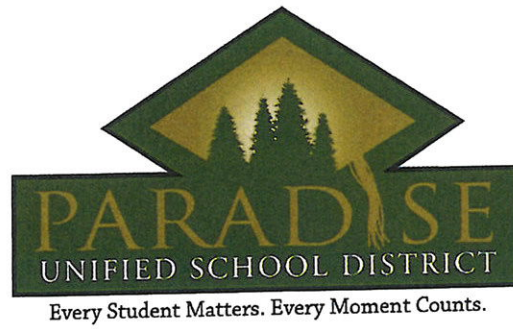




July 1, 2021 – June 30, 2024

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ARTICLE 1 – AGREEMENT OF THE PARTIES

- 1.0 This Agreement between Paradise Unified School District (District) and California School Employees Association and its Chapter 837 ("CSEA"), is effective July 1, 2021 and shall remain in effect up to and including June 30, 2024. Pay and Allowances, Health and Welfare Benefits plus two (2) additional articles of each party's choosing shall be reopened for each year. Except for the 2022-2023 bargaining year each party may choose an additional two (2) for a total of four (4) articles to be reopened.
- 1.2 It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties.
- 1.3 This Agreement is subject to alteration only by a written agreement between CSEA and the Paradise Unified School District, herein after referred to as the district.
- 1.4 This Agreement, when effective, supersedes all other Agreements and supplements and represents the sole Agreement between the parties.
- 1.5 During the term of this Agreement, CSEA and the District shall not be required to meet and negotiate with respect to any subject or matter covered by this Agreement.
- 1.6 CSEA expressly asserts no waiver of its right to negotiate any matters that are mandatory subjects of bargaining which are not referred to or were not contemplated, or covered, in this Agreement.
- 1.7 Both parties will comply with State law requirements regarding the "sunshining" of reopeners and proposals for negotiations.
- 1.8 This Agreement shall remain in full force and effect beyond the stated expiration date from day to day until a new or modified agreement is ratified by both parties.
- 1.9 If during the life of this Agreement, there exists any applicable law, rule, regulation, or order issued by a governmental authority which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provisions shall be immediately suspended and be of no effect so long as such law, rule, regulation or order shall remain in effect.
- 1.10 Such invalidation of a part or portion of this Agreement shall not invalidate any other remaining portions, which shall continue in full force and effect.
- 1.11 In the event of invalidation of a part or portion of this Agreement, the parties shall meet and negotiate a replacement within sixty (60) days.

ARTICLE 2 – RECOGNITION

2.0 The District recognizes CSEA as the exclusive representative for the bargaining unit of all classified employees of the District, as more fully described in Appendix A (Classifications).

- 2.1 All newly created positions, except those that are lawfully certificated, management, confidential or supervisory shall be assigned to the classified bargaining unit.
- 2.2 This unit shall exclude certificated, management, confidential, supervisory, all substitute, short-term, summer recreation program employees, and full-time or part-time students employed part-time in accordance with Education Code Section 45103.
- 2.3 The bargaining unit may be changed to include or exclude classifications by mutual agreement consistent with PERB rules. If the parties do not agree, the issue will be submitted to PERB to resolve.
- 2.4 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this Article.
- 2.5 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.
- 2.6 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

Dues Deduction:

- 2.7 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all represented employees who are members of CSEA
- 2.8 Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
- 2.9 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 2.10 There shall be no charge by the employer to CSEA for regular membership dues deductions.

Membership Information

- 2.11 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

Hold Harmless Provision:

- 2.12 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.
- 2.13 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed, provided that CSEA's decision does not impact the District's finances or impose upon the District an obligation to act or refrain from acting.

ARTICLE 3 – CSEA RIGHTS

- 3.0 CSEA has the right to access, at reasonable times, areas in which bargaining unit members work, provided that such access does not interfere with a bargaining unit member's execution of assigned District duties and also provided that the CSEA representative gives notice to the immediate supervisor that he/she wishes to transact Association business on the job site. CSEA shall have the right of access to District bargaining unit members at reasonable times. The term "reasonable times" as used here means a bargaining unit member's meal or rest periods and any time before or after the member's assigned duty time.
- 3.1 CSEA shall have the right to use without charge District buildings and facilities at reasonable times when not otherwise in use by mutual agreement
- 3.2 CSEA has the right to use without charge bulletin boards, mailboxes, the school mail system and the email system. Site representatives shall have access to mailboxes for distribution of CSEA materials.
- 3.3 CSEA will be allocated 200 hours per year for the primary use of the Association President or designees to be released from regular work duties to conduct Association business related to representation of PUSD bargaining members.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.0 PUSD retains, and CSEA recognizes, that the employer retains the right to manage the District and direct the activities of its employees. Nothing contained in this Agreement is intended to, nor may it be construed to, in any manner, divest the employer of its management rights, duties or responsibilities.

ARTICLE 5 – PERSONNEL FILES

- 5.0 Personnel files of each bargaining unit member shall be maintained in the District's central administrative offices.
- 5.1 All personnel files shall be kept in confidence and every bargaining unit member shall have the right to examine his/her file upon request provided such inspection takes place outside the bargaining unit member's normal working hours.
- 5.2 Information of a derogatory nature shall not be entered or filed unless and until the bargaining unit member is given notice and an opportunity to review and comment. A bargaining unit member shall have the right to enter and have attached to any derogatory statement his/her own comments. The review shall take place during the time of receipt of the derogatory material.

ARTICLE 6 – EVALUATIONS AND PROBATIONARY PERIOD

- 6.0 Evaluations shall be considered as a tool to provide the bargaining unit member with information related to job performance.
- 6.1 Evaluations shall be conducted by the bargaining unit member's immediate administrative supervisor. Evaluations shall not be conducted by certificated teachers or confidential personnel. Bargaining unit members shall be notified in writing who his/her immediate supervisor(s) is upon initial employment in a position or upon change in immediate administrative supervisor(s).
- 6.2 The probation period shall be defined as the initial twelve (12) month employment period.
 - 6.2.1 There shall be a six (6) month probationary period for permanent classified bargaining unit members under the following circumstances:
 - 6.2.1.1 Promotions into a position in a classification paid on a higher salary range
 - 6.2.2 In the event a permanent bargaining unit member is released from probation under section 6.3.1, he/she will be returned to his/her previous classification, which may result in a layoff.
- 6.3 Probationary bargaining unit members shall be evaluated at least once during his/her probationary period.

- 6.3.1 Notwithstanding the foregoing, 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.
- 6.4 Permanent bargaining unit members who have received satisfactory evaluations shall be evaluated at the end of the first year in permanent status and at least every other year thereafter with continuing satisfactory evaluations. All evaluations will be completed by May 15th.
- 6.4.1 At the request of the bargaining member or his/her supervisor evaluations may be more frequent.
- 6.5 Promoted probationary bargaining unit members shall be evaluated at least once within the first three months of their probationary period to be able to improve their performance.
- 6.6 Supervisors shall attempt to discuss deficiencies with unit members prior to the formal evaluation process.
- 6.7 The bargaining unit member shall have the right to receive a copy of all written evaluations and the right to respond to such evaluations in writing within ten (10) workdays. Such response shall be attached to the evaluation. The signing of an evaluation by a bargaining unit member only means that the bargaining unit member has received a copy of the evaluation, not that the bargaining unit member agrees with the contents of the evaluation.
- 6.8 Any negative evaluation shall include specific deficiencies and specific recommendations for improvement and provisions for assisting the bargaining unit member in implementing any recommendations made.
- 6.9 Evaluation content shall not be made subject to the grievance procedure.
- 6.8.1 The District and the bargaining unit member may mutually agree to extend the probationary period of a bargaining unit member on an individual basis provided the extension is no longer than three (3) months.

ARTICLE 7 - HOURS AND OVERTIME

- 7.0 The workday, workweek, and work year for all new or newly added bargaining unit positions(s) shall be designated and assigned by the District.
- 7.1 The workweek shall consist of five (5) consecutive days, Monday through Friday, eight (8) hours per day and forty (40) hours per week. This section shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry on the business of the District. Nothing in this Article shall be deemed to bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours for any or all of its classified positions.
- 7.2 When additional hours or days per year become available to a part-time position on a regular basis, the assignment shall be posted within the unit for seven (7) days, prior to being posted publicly.
- 7.3 A substitute may be hired for less than 195 days to replace a bargaining unit member who is temporarily absent from duty. This section does not preclude the District from hiring additional substitutes if the bargaining unit member's absence is for more than 195 days.

Lunch Period

7.4. Bargaining unit members who are contracted to work six (6) or more hours shall be provided an uninterrupted, non-compensated lunch period. The length of time for lunch shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour. The lunch period shall be scheduled upon initial employment in the position, and annually thereafter, by the immediate supervisor at or about the midpoint of the bargaining unit member's work shift. By mutual agreement, the lunch period may be rescheduled.

7.5 When a bargaining unit member's contracted workday is more than four (4) hours but less than six (6) hours an uninterrupted, non-compensated lunch period may be requested by the bargaining unit member to be approved by the supervisor or may need to be scheduled by the immediate supervisor upon initial employment in the position, and annually thereafter. If scheduled, the lunch period shall be at or about the midpoint of the bargaining unit member's work shift. By mutual agreement, a lunch period may be scheduled, rescheduled or eliminated.

Rest Periods

- 7.6 Bargaining unit members who are contracted to work 3.0 to 5.99 hours shall receive one ten (10) minute rest period, which shall, when practicable, be scheduled at the mid-point of the work shift.
- 7.7 Bargaining unit members who are contracted to work six (6) or more hours shall receive two ten (10) minute rest periods. The first rest period shall, when practicable, be scheduled at the mid-point of the first half of the shift and the second rest period shall, when practicable, be scheduled at the mid-point of the second half of the shift.

- 7.8 The District shall make lunchroom and restroom facilities available for bargaining unit member's use.

Overtime

- 7.9 Bargaining unit members must obtain prior approval of their immediate supervisor to work any time in excess of their regularly scheduled work hours.
- 7.10 Overtime is defined to include time worked in excess of eight (8) hours in a day or in excess of forty (40) hours in a calendar week, whether such hours are worked prior to the beginning of the regular assigned start time or following the assigned end time. Such hours shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay. All hours worked in excess of twelve (12) hours per day shall be compensated at two (2) times the regular rate of pay.
- 7.11 Sunday Overtime: Any employee required to work on any Sunday shall receive compensation of two times his/her regular rate of pay for that day.
- 7.12 Overtime shall be distributed as equally as practical among qualified bargaining unit members within a site and/or department.
- 7.13 The District may require a bargaining unit member to work overtime when the legitimate business needs of the District require it.

Compensatory Time

- 7.14 When a supervisor makes an offer to work overtime, the supervisor shall specify whether or not the overtime to be worked is available for overtime pay only, compensatory time only or if there is a choice of either. If there is a choice, the bargaining unit member shall determine if he/she wishes to receive pay or time off. This determination must be made at the time the overtime work is offered.
- 7.14.1 Compensatory time off is calculated at one and one-half (1 ½) times the number of overtime hours worked.
- 7.14.2 Compensatory time off will be recorded on the District provided form.
- 7.15 A bargaining unit member may accumulate up to one hundred and twenty (120) hours of compensatory time. Any compensatory time off not used within twenty-four (24) pay periods will be paid off at the regular rate of pay.
- 7.16 Requests to use earned compensatory time off must comply with requirements for use of vacation.

ARTICLE 8 – FILLING OF VACANCIES AND ADMINISTRATIVE TRANSFERS

Definitions

- 8.0 A “lateral transfer” is a change in classification to a classification paid on the same salary range.
- 8.1 A "transfer" is a change in work location from one work site to another site within the same classification.
- 8.2 A "demotion" shall consist of the movement of a bargaining unit member from one classification to a different classification with a lower salary range.
- 8.3 A “promotion” shall consist of the movement of a bargaining unit member from one classification to a different classification with a higher salary range.
- 8.4 An “administrative transfer” is defined as a change in a bargaining unit member’s work location within the same classification by means other than (a) the bargaining unit member’s request (voluntary transfer), (b) bumping, (c) promotion, or (d) demotion.

General Provisions

- 8.5 Notices of vacancies shall be posted for at least seven (7) working days on the bulletin boards and in prominent locations at each District job site. Job postings will be emailed to sites and departments eight (8) workdays prior to the closing date. The job vacancy notice shall contain:
 - 8.5.1 The job title
 - 8.5.2 A brief description of the position and duties
 - 8.5.3 The minimum qualifications required for the position
 - 8.5.4 Primary job site
 - 8.5.5 The number of hours per day
 - 8.5.6 Days per week
 - 8.5.7 Days per year
 - 8.5.8 Salary range
 - 8.5.9 The filing deadline to fill the vacancy

- 8.6 Any bargaining unit member that has attained permanency in his/her initial classification may apply for a vacancy.

Filling of Vacancies

- 8.7 In filling the vacancy, the District shall consider the candidate's job qualifications, experience, prior performance, test scores, interview, and date of hire seniority.

Administrative Transfers

- 8.8 Temporary administrative transfers will only be accomplished in situations requiring immediate attention where there has been a natural disaster or other situations that severely impede the District's day-to-day operations.
- 8.9 A bargaining unit member shall receive a minimum of fifteen (15) calendar days' notice prior to the effective date of any permanent administrative transfer.
- 8.10 The District shall not transfer bargaining unit members arbitrarily or capriciously.

ARTICLE 9 - PAY AND ALLOWANCES

- 9.0 Pay for twelve (12) month bargaining unit members shall be computed on the following basis:
- 9.0.1 Hours worked per day x hourly rate of pay x number of days per year worked (includes holidays) divided by 12 months.
- 9.1 Pay for less than twelve (12) month bargaining unit members shall be computed on the following basis:
- 9.1.2 Hours worked per day x hourly rate of pay x number of days per year worked (plus holidays and vacation) divided by the number of months the bargaining unit member desires to be paid (i.e., 11 or 12 months).
- 9.2 All regular paychecks of bargaining unit members shall be issued monthly on the District's last regular working day of the month. In December only, paychecks for less than twelve (12) month employees will be issued consistent with the timeline identified by Butte County Office of Education.
- 9.3 The hourly rate of pay for each classification in the bargaining unit shall be in accordance with Appendix B (Paradise Unified School District Classified Salary Schedule Fiscal Year 2021-2022) which is attached and incorporated as a part of this Agreement.
- 9.4 For FY 2019-2020: An additional one-time payment off the salary schedule, in lieu of an increase on the salary schedule of \$375 per 1.0 FTE bargaining unit employee employed as of June 1, 2020. Part-time bargaining unit members will receive a pro-rated amount based upon their FTE as of June 1, 2020.
- For FY 2020-2021: An additional one-time payment off the salary schedule, in lieu of an increase on the salary schedule of \$375 per 1.0 FTE bargaining unit employee employed on June 3, 2021. Part-time bargaining unit members will receive a pro-rated amount based upon their FTE as of June 3, 2021.
- For FY 2021-2022: 2.0% will be added to the Salary Schedule retroactive to July 1, 2021 and the salary schedule shall be revised as set forth in Exhibit A.
- A one-time payment off the salary schedule, of \$765 per 1.0 FTE bargaining unit employee employed on August 15, 2021. Part-time bargaining unit members will receive a pro-rated amount based upon their FTE.
- 9.5 When an increase is negotiated between the parties, the salary schedule shall be increased by such amount with the agreed upon effective date.

- 9.6 Prior to establishing a new classified bargaining unit job description and salary range placement, the District shall negotiate any mandatory subjects of bargaining with CSEA.

Step Place and Movement

- 9.7 Step credit shall be given to new bargaining unit members for outside related experience. Two years of outside experience shall count as one year of in-district experience. Such experience shall enable the bargaining unit member to be initially placed on a maximum of Step 3 of the appropriate range. CSEA shall be notified of any newly hired bargaining unit member's placement.
- 9.8 Step increases shall become effective on July 1 of each year. In order for a newly hired bargaining unit member to be eligible for a step increase, the bargaining unit member must be hired by December 1st of the previous year
- 9.9 In instances of a bargaining unit member being promoted to a classification with a higher salary range, the bargaining unit member shall be placed on the new range and step which provides for not less than a five percent (5%) increase, except that the unit member may be placed on the last step of the appropriate range, which may be less than 5%, if that is the maximum allowable for that classification.
- 9.10 In instances of a bargaining unit member who voluntarily accepts a position in a lower classification, the bargaining unit member shall retain the step placement held prior to the change on the new salary range.
- 9.11 A bargaining unit member who resigns and is reemployed in the same classification within one (1) year shall be placed at the same step on the salary schedule at the time of his/her resignation. This provision shall apply only to bargaining unit members who were originally employed for not less than three (3) years prior to his/her resignation.
- 9.12 The District shall pay for the cost associated with maintaining Commercial Drivers License Class A or B with the passenger and air brake endorsements when required by the job description (excluding California Class C Driver's License) subsequent to the driver being employed by the driver for a minimum of six (6) months.

Out of Class Pay

- 9.13 A bargaining unit member may be required to perform duties not included in his/her current position. A bargaining unit member working in a higher classification for a period of more than five (5) workdays in a fifteen (15) calendar day period shall have his/her salary adjusted upward for all days worked in that assignment. The upward salary adjustment shall be on the same range that the out of classification duties are assigned and on the step which provides for not less than a five percent (5%) increase, except that the unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

ARTICLE 10 – HEALTH AND WELFARE BENEFITS

- 10.0 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 CVT. 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.
- 10.1 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.
- 10.2 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 vision plan titled "California Vision Service Plan." Premiums for part time employees are paid on a proportionate basis.
- 10.3 Public Employees Retirement System (PERS): Effective July 1, 2014, the employee's PERS contribution will be paid by the employee.
- 10.4 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.
- 10.5 Employees may retire at age sixty-two (62) and receive these benefits until the employee qualifies for Medicare or until age sixty-five (65).
 - 10.5.1 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.
 - 10.5.2 Employee Eligibility. 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.

- 10.6 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.
- 10.7 Duration of Benefits: The benefits provided in the Article shall remain in effect during the term of the Agreement.

ARTICLE 11 – VACATION

- 11.0 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.
- 11.1 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.
- 11.2 A day is defined as the number of hours a bargaining unit member is contracted to work each day. Pay for vacation days for bargaining unit members shall be the same as that which the bargaining unit member would have received had he/she been in a working status.
- 11.3 When a bargaining unit member leaves employment with the District for any reason, he/she shall be entitled to all vacation time earned and accumulated up to and including the effective date the bargaining unit member leaves District employment, excluding any vacation used.

Vacation Schedule – 12 Month Employees

- 11.4 Request for vacation must be submitted to the immediate supervisor at least ten (10) working days prior to the beginning date of vacation being requested.
- 11.5 Vacation requests shall be approved or denied within five (5) work days of receipt.
- 11.6 A bargaining unit member may request a waiver of the ten (10) days advance notice from their immediate supervisor.

ARTICLE 12 – HOLIDAYS

12.0 The following fourteen (14) holidays will be granted on the annual District calendar:

12.0.1 New Year's Day

12.0.2 Martin Luther King, Jr. Day

12.0.3 Lincoln's Day

12.0.4 President's Day

12.0.5 Memorial Day

12.0.6 Independence Day

12.0.7 Labor Day

12.0.8 Veteran's Day

12.0.9 Admissions Day Designated as the Day before Thanksgiving

12.0.10 Thanksgiving Day

12.0.11 Day after Thanksgiving

12.0.12 Christmas Eve

12.0.13 Christmas Day

12.0.14 New Year's Eve

12.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.

12.2 To receive pay for holidays, a bargaining unit member must be in a paid status on his/her normal work day immediately preceding or succeeding the holidays.

12.3 All hours worked on holidays designated by this Agreement shall be compensated at two (2) times the regular rate of pay.

Additional Holidays

12.4 When a declared holiday falls during the scheduled vacation of a bargaining unit member, such bargaining unit member shall not be charged a vacation day for the holiday.

ARTICLE 13 -- GRIEVANCE PROCEDURE

Definitions

- 13.0 Grievance: A "grievance" is an allegation by a bargaining unit member or CSEA that he/she or it has been adversely affected by a violation or misinterpretation of the specific provisions of this Agreement. Other matters for which a specific method of review is provided by law, the rules and regulations of the administrative regulations and procedures of the District, are not within the scope of this procedure. This grievance procedure does not apply to any other predecessor classified collective bargaining agreements.
- 13.1 Grievant: A "grievant" may be CSEA or any bargaining unit member covered by the terms of this Agreement.
- 13.2 Day: A "day" is any day on which the central administrative office of the District is open for business.
- 13.3 Immediate Supervisor: The "immediate supervisor" is the administrator having immediate jurisdiction over the grievant.
- 13.4 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.
- 13.5 Informal Level-Before filing a formal written grievance, the employee shall, within five (5) days after occurrence of the act or knowledge thereof, attempt to resolve it by a documented informal conference with the immediate supervisor.

Level One

- 13.6 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 C) to the immediate supervisor and to the bargaining unit.
 - 13.6.1 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.
 - 13.6.2 The supervisor's decision shall be communicated to the bargaining unit member and CSEA in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievance will automatically advance to the next level.

- 13.6.3 Within the above time limits, either the grievant or the supervisor may request a personal conference with the other party, which shall be documented.

Level Two

- 13.7 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 D) to the Grievance Officer within ten (10) days.

- 13.7.1 This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

- 13.7.2 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 grievance will automatically advance to the next level.

Level Three

- 13.8 In the event the grievant is not satisfied with the decision at Level Two, CSEA or the grievant shall appeal the decision on the appropriate form (see Appendix E) to the Superintendent (or his/her designee) within ten (10) days. If the grievant is not CSEA, he/she must request that CSEA take part in Level Three. CSEA shall notify the District of the results of the internal processing of the grievance within the time period set forth above.

- 13.8.1 This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

- 13.8.2 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 limits, the grievance will automatically advance to the next level.

Level Four

- 13.9 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 F). If the District does not respond within the time limits, the grievance will automatically advance to the next level.

Level Five

- 13.10 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.
- 13.10.1 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.
- 13.11 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.
- 13.12 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.
- 13.13 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.
- 13.14 A grievant may be represented by the employee organization or another person of his/her own choosing, at either the informal or formal level.
- 13.15 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.

- 13.16 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.
- 13.17 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.
- 13.18 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.
- 13.19 Forms for filing grievances and other necessary documents shall be prepared by the District and the CSEA and shall be given sufficient distribution so as to facilitate operation of the grievance procedure.
- 13.20 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.
- 13.21 Time limits for appeal provided in each Level shall begin the day following receipt of written decision by the parties in interest.
- 13.22 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 CSEA. 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.
- 13.23 Summary of Steps to Follow in Filing a Grievance:
- 13.23 First contact – Immediate Supervisor
 - 13.23.1 Second contact – District Grievance Officer
 - 13.23.2 Third contact – District Superintendent
 - 13.23.3 Fourth contact – Board of Trustees
 - 13.23.4 Fifth contact – Arbitration

ARTICLE 14 – DISCIPLINARY PROCEDURES

Definitions

- 14.0 Disciplinary Action: “Disciplinary action” includes any action whereby a permanent bargaining unit member is deprived of any classification or any incident of any classification in which he/she has permanence, including, dismissal, suspension, demotion (without his/her voluntary consent), except through layoff. A permanent bargaining unit member is a regular employee who successfully completes an initial probationary period.
- 14.1 Suspension: “Suspension” means temporary removal of any bargaining unit member from his/her position with loss of pay as a disciplinary measure.
- 14.2 Progressive Discipline: “Progressive discipline” includes but may not be limited to verbal warning, written warning, written reprimand, suspension.

Procedures

- 14.3 Bargaining unit members may be disciplined for violation of the rules and regulations of the District, this Agreement, and the law.
- 14.4 Bargaining unit members may respond in writing within ten (10) work days and have it attached to any materials placed in the personnel file.
- 14.5 Actions of a major nature or serious misconduct may bypass the progressive discipline procedures.
- 14.6 Recommendations for discipline shall be for “just cause”.
- 14.7 No disciplinary action shall be taken for any cause which arose before the bargaining unit member became permanent, nor for any cause which arose more than two years before the date of the filing of notice of cause unless this cause was concealed or not disclosed by the bargaining unit member when it could have been reasonably assumed that the bargaining unit member would have disclosed the facts to the District.

Initiation and Notification of Charges

- 14.8 The Superintendent or designee may initiate a disciplinary action as defined herein against a permanent classified bargaining unit member. The Notice of Intent of Disciplinary Action shall include the following:
 - 14.8.1 A statement of the nature of the disciplinary action (e.g., suspension without pay, demotion, reduction of pay step in class, or dismissal).
 - 14.8.2 A statement of cause or causes for the disciplinary action, as set forth above.

- 14.8.3 A statement of the specific acts or omission upon which the causes are based. If a violation of a rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.
- 14.8.4 A statement that the bargaining unit member, upon request, is entitled to appear personally (Skelly Meeting) before the Superintendent or designee (Skelly Officer) regarding the matters raised in the written notice.
- 14.8.5 A form to be completed by the bargaining unit member requesting the Skelly meeting, which must be returned to the Superintendent or designee within five (5) workdays following the date the written notice was served.
- 14.8.6 A copy of the Notice of Intent of Disciplinary Action shall be provided at the same time to the CSEA Labor Relations Representative.
- 14.9 At the Skelly meeting the bargaining unit member shall be granted a reasonable opportunity to make any representations the bargaining unit member believes are relevant to the case.
 - 14.9.1 The bargaining unit member shall be served in writing the decision of the Skelly Officer regarding the recommendation of proposed disciplinary action.
 - 14.9.2 A copy of the Skelly Officer's decision shall be provided at the same time to the CSEA Labor Relations Representative.
- 14.10 Should the Skelly Officer recommend disciplinary action in his/her decision, the bargaining unit member shall receive a Notice of Recommended Disciplinary Action. This notice shall include a statement that, upon written demand, the bargaining unit member is entitled to a full evidentiary hearing before the Board of Education before any disciplinary action is filed. This notice shall indicate that the proposed disciplinary action may commence after ten (10) work days following the date the written notice was served, if a hearing is not requested. A form, the signing and filing of which shall constitute a demand for hearing and a denial of all charges, shall be included with the Notice of Recommended Disciplinary Action.

Right to Appeal

- 14.11 Within ten (10) work days after receiving the Notice of Recommended Disciplinary Action described above, the bargaining unit member may appeal by signing and filing the form included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the bargaining unit member shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In

cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension order, and the necessity of the order shall be an issue in the appeal hearing.

- 14.12 If the bargaining unit member fails to file a notice of appeal within ten (10) work days, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended disciplinary action into effect immediately.
- 14.13 CSEA and the District will provide one (1) copy of all necessary and relevant documents the parties intend to introduce at the hearing. The District and CSEA will identify any exhibits, any physical items, and any witnesses that the parties expect to introduce or to call at the hearing by no later than seven (7) calendar days prior to the hearing.

Employment Status Pending Appeal or Waiver

- 14.14 Except as provided herein, any bargaining unit member against whom a recommendation of discipline has been issued shall remain on active duty status and responsible for fulfilling the duties of the position or on paid administrative leave, pending his/her appeal or waiver thereof.
- 14.15 If the Superintendent or designee determines that a permanent classified bargaining unit member should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff or property while proceedings are pending, the Superintendent or designee may order the bargaining unit member immediately suspended from duty without pay in conjunction with the recommendation of the disciplinary action.
 - 14.15.1 This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the bargaining unit member either personally or by registered or certified mail, return receipt requested, immediately after issuance.
 - 14.15.2 Except in cases of emergency when the bargaining unit member must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five (5) calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal.

Hearing Procedures

- 14.16 The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The bargaining unit member shall be entitled to appear personally, produce evidence and have counsel. The

bargaining unit member shall be entitled to a public hearing, if he/she demands it, when the Board is hearing the appeal.

- 14.16.1 In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended discipline.
- 14.16.2 The district will bear the burden of proof.
- 14.16.3 If the Board rejects the proposed decision of the Hearing Officer in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without taking additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision as provided in item "14.15.1" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of the proposed decision shall be furnished to each party within ten (10) work days after the proposed decision is filed with the Board.

Hearing Decisions

- 14.17 The decision of the Board shall be final and be in writing and shall contain findings of fact and the disciplinary action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

Causes

- 14.18 In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this district, each of the following constitutes cause for disciplinary action against a permanent bargaining unit member:
 - 14.18.1 Falsifying any information supplied to the school district, including, but not limited to, information supplied on applications forms, employment records, or any other school district records
 - 14.18.2 Incompetency
 - 14.18.3 Inefficiency
 - 14.18.4 Neglect of duty
 - 14.18.5 Insubordination
 - 14.18.6 Dishonesty

- 14.18.7 Drinking alcoholic beverages while on duty or in such close proximity thereto as to cause any detrimental effect upon the bargaining unit member or upon employees associated with him/her
- 14.18.8 Possessing, or being under the influence of, a controlled substance at work or furnishing alcohol or a controlled substance to a minor
- 14.18.9 Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere (no contest), is deemed to be a conviction for this purpose
- 14.18.10 Absence without leave
- 14.18.11 Discourteous treatment of the public, students or other employees
- 14.18.12 Political activity that interferes with the performance of the bargaining unit member's job duties.
- 14.18.13 Willful disobedience
- 14.18.14 Misuse of District property
- 14.18.15 Violation of District, Board or departmental rule, policy or procedure
- 14.18.16 Failure to possess or keep in effect any required license, certificate, or other similar requirement specified in the bargaining unit member's class specifications or otherwise necessary for the bargaining unit member to perform the duties of the position
- 14.18.17 Unlawful discrimination, including harassment, on the basis of any protected class against the public or other employees while acting in the capacity of a District employee
- 14.18.18 Unlawful retaliation against any other District officer or employee or member of the public who, in good faith reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto
- 14.18.19 Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the District or his/her employment.

ARTICLE 15 – LEAVES

General Leave Policies

- 15.0 For purposes of this article, immediate family is defined as:
The spouse, registered domestic partner, son, daughter, brother, sister, mother, father, or other person who stood in loco parentis to the employee when the employee was a child, grandmother, grandfather, grandchild, step parent, step child, foster child, son & daughter-in-law, brother & sister-in-law, of the bargaining unit member or spouse or any significant person living in the immediate household of the bargaining unit member.
- 15.1 Eligible bargaining unit members on paid leave shall continue to receive the benefits provided in Article 10 Health and Welfare Benefits.
- 15.2 Bargaining unit members shall make every effort to input all absences in the District's absence reporting system prior to the absence. If a bargaining unit member is unable to do so, he/she shall notify his/her supervisor prior to the absence.
- 15.3 No absence under any paid leave provision of this Article shall be considered a break in service for any bargaining unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

Bereavement Leave

- 15.4 Bargaining unit member shall be granted leave with full pay in connection with the death of a member of the bargaining unit member's immediate family as defined above.
- 15.5 The leave shall be for a period of three (3) days if the death or funeral takes place when less than 250 miles (one way) is required for travel.
- 15.6 The leave shall be for a period of five (5) days if the death or funeral takes place when more than 250 miles (one way) is required for travel.
- 15.7 It is understood that bargaining unit members may not be able to give advance notice in the event of the death of a member of the immediate family.

Military Leave

- 15.8 A bargaining unit member shall be entitled to any military leave provided by law

Sick Leave

- 15.9 A bargaining unit member shall be granted the following sick leave for illness or injury:

- 15.9.1 Twelve (12) work months = 12 days.
- 15.9.2 Employees who work less than 12 months will receive 1 day for each month worked. An employee must work for more than half the work days in a month in order to accumulate an additional day.
- 15.9.3 A bargaining unit member hired mid-year will receive a pro-rated amount of the above accrual rate.
- 15.10 At the beginning of each fiscal year, the full amount of sick leave granted under Section 15.9 thru 15.9.3 shall be credited to each bargaining unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new bargaining unit member of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
- 15.11 Sick leave not taken shall be accumulated from year to year without limitation.
- 15.12 Doctor and dentist appointments scheduled during the bargaining unit member's work day shall be deducted from sick leave. Reasonable effort shall be made to schedule routine appointments outside the bargaining unit members scheduled workday.
- 15.13 Bargaining unit members will make every effort to notify the District of intended absences as far in advance as possible prior to the beginning of the employee's shift. If the bargaining unit member knows or becomes aware that the absence will be for more than one (1) workday, he/she will provide notice of the anticipated length of the absence.
- 15.14 Pregnancy shall be treated as an illness for the purpose of sick leave in accordance with California law.
- 15.15 A bargaining unit member may use up to six (6) days of available sick leave for personal illness or injury for a child, parent, or spouse who is ill or injured, this shall be referred to as "family illness leave".
 - 15.15.1 The superintendent or designee has discretion to approve the use of additional accrued sick leave for family illness.
- 15.16 Pay for any day of absence shall be the same as the pay that would have been received had the bargaining unit member served during the day of sick leave.
- 15.17 Sick leave may be taken in no less than thirty (30) minute increments.
- 15.18 Any bargaining unit member who is absent on sick leave for five consecutive work days or more shall, prior to returning to duty, provide the District with a physician's statement verifying that the bargaining unit member was examined during the absence and found:
 - 1) to be ill or injured to such an extent that the bargaining unit member should remain

absent from work during the period of absenteeism, and 2) to be medically ready to return to full active employment status upon the date the bargaining unit member returns.

- 15.19 At any time management has reason to suspect abuse of sick leave, the supervisor may notify the bargaining unit member in writing that for any future absences of a specified period of time, which shall not be more than a twelve (12) month period, for illness or injury the bargaining unit member shall be required to provide the Supervisor with a physician's statement verifying that the bargaining unit member was examined and found to be ill or injured to such an extent that the bargaining unit member should remain absent from work during the period of absenteeism.

Sick Leave Conversion and Incentive

- 15.20 The bargaining unit member who is filing a request for retirement may convert unused sick leave to retirement credit in accordance with California law and PERS regulations

Extended Illness Leave

- 15.21 When a bargaining unit member has exhausted all paid leaves, including sick leave, and continues to be absent on account of illness or injury for a period of five months or less, the District shall deduct from the employee's regular salary for that period an amount that does not exceed the actual cost of a substitute to fill the position. The District may request additional medical verification of the extended sick leave and the bargaining unit member shall provide the verification, if requested.

Industrial Accident/Illness Leave

- 15.22 A bargaining unit member suffering an injury or illness arising during the course of employment shall be entitled to a leave up to sixty (60) working days in any one fiscal year for any one (1) accident or illness. This leave shall not be accumulated from year to year, when leave will overlap a fiscal year the unit member shall be entitled to only that amount remaining at the end of the fiscal year of which the injury or illness occurred. The leave shall commence with the first day of absence. During any industrial accident or illness leave, the bargaining unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the bargaining unit member the appropriate salary warrants for payment of the bargaining unit member's normal wage for the day and shall deduct normal retirement and other authorized deductions.
- 15.23 Any bargaining unit member receiving benefits as a result of Education Code Section 45192 shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.
- 15.24 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, extended illness leave, vacation or other paid

leave may then be used. If however, a bargaining unit member is still receiving temporary disability payments at the time of exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available leaves which, when added to the temporary disability payments provides the bargaining unit member's regular salary for the day.

15.25 Any time a bargaining unit member on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits. The intent is not to return to the same site or time slot.

15.26 If at the conclusion of all leaves of absence, paid or unpaid, and the bargaining unit member is still unable to perform the duties of his/her position, he/she shall be placed on a re-employment list for a period of thirty-nine (39) months.

15.26.1 Bargaining unit members must have provided at least one year of continuous service prior to the industrial accident or illness to be eligible for this provision.

15.27 If at any time during the prescribed thirty-nine (39) months, the bargaining unit member is able to perform the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment.

15.27.1 Bargaining unit members shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as the unit member's attending physician indicates there has been such recovery.

15.27.2 A bargaining unit member placed on a re-employment list who has been medically released for return to duty and who fails to accept his/her appropriate assignment shall receive no further offers until he/she notifies the District in writing of their interest in receiving offers. For purposes of this section, an appropriate assignment means at least the same number of hours per day, days per week, and days per year, work calendar, and within the same classification.

15.27.3 The bargaining unit member's re-employment will take preference over all other applicants except for those laid off for lack of work or funds in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent bargaining unit member.

Personal Necessity

15.28 Personal necessity leave shall be limited to circumstances serious in nature that the bargaining unit member cannot reasonably be expected to disregard.

15.29 In any year, a maximum of six (6) days of accumulated sick leave may be used for personal necessity reasons.

- 15.30 The bargaining unit member shall be required to provide notice as soon as practicable for personal necessity leave taken.
- 15.31 The bargaining unit member shall not be required to provide advance notice for leave taken for any of the following reasons:
- 15.31.1 Death or critical illness of a member of the bargaining unit member's immediate family. (Critical illness is defined as illness where death is imminent, may result in permanent disability, or requires hospitalization. The members of the immediate family are those persons identified Section 15.0)
 - 15.31.2 Accident involving the bargaining unit member's person or property or the person or property of a member of the bargaining unit member's immediate family.
 - 15.31.3 Imminent danger to the home of a bargaining unit member, occasioned by an event such as flood or fire, serious in nature, which under the circumstances the bargaining unit member cannot reasonably be expected to disregard and which requires the attention of bargaining unit member during the bargaining unit member's assigned hours of service.
 - 15.31.4 In cases in which no advance notice is required, the bargaining unit member shall provide the designated supervisor with advance notification of the circumstances if possible. Where no advance notice is possible, the bargaining unit member shall fill out the necessary absence forms upon the bargaining unit member's return.
- 15.32 Other uses of personal necessity leave, as limited below, require prior notice of at least twenty-four (24) hours. Whenever possible, bargaining unit members should give notice at the earliest possible time prior to the leave.
- 15.32.1 Appearance in court as a litigant, party, or as a witness under an official order.
 - 15.32.2 Bereavement beyond that which is specified in the Bereavement Leave section.
 - 15.32.3 Adoption.
 - 15.32.4 Serious illness of a member of the bargaining unit member's immediate family beyond the six days of family illness leave. (The members of the immediate family are those persons identified in Section 17.1.)
 - 15.32.5 Child's or spouse's graduation or child's wedding.
 - 15.32.6 Birth of the bargaining unit member's child or grandchild.

- 15.33 Personal necessity leave may be used for reasons not listed with prior approval from the bargaining unit employee's immediate supervisor.

Personal Business

- 15.34 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.

Personal Leave

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

15.35.1 Eligibility for personal leave days each year will be based on the prior years ending sick leave balance of at least 10 hours for each hour of the employees' 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 be not be connected to holidays and/or vacation days.

Family Medical Leave

- 15.36 The District will comply with the applicable requirements of the California Family Leave Act and the federal Family Medical Leave Act in providing unpaid leave to eligible bargaining unit members under the terms of those laws.

Unpaid Leave of Absence

- 15.37 An unpaid leave of absence may be granted to a permanent bargaining unit member at any time upon terms acceptable to the District. Leave under this section shall not be granted to seek or accept other employment. Day to day leave granted under this section requires prior approval of the site/department administrator or designee. Leave

of ten (10) days or more, but less than thirty (30) days, granted under this section requires prior approval of the site/department administrator or designee, the Human Resources Department

- 15.38 Leaves of more than thirty (30) days may only be granted by the Board of Education and will not exceed six (6) months.
- 15.39 A bargaining unit member may request up to six (6) additional months of unpaid leave from the Board. Such request must be made no less than one month prior to the expiration of any initial granting of unpaid leave of absence.
- 15.40 In no case will the Board grant more than eighteen (18) months of unpaid leave to a bargaining unit member under these provisions.
- 15.41 Upon completion of the unpaid leave of absence, the bargaining unit member is entitled to return to his/her former assignment.
- 15.42 Any leave of absence granted under this section shall be deemed a break in service. A bargaining unit member shall not earn vacation, sick leave, holidays, step increases or other benefits provided under this Agreement.

Judicial Leave

- 15.43 A bargaining unit member shall be entitled to leave without loss of pay for any time the bargaining unit member is required to perform jury duty. If the employee is released with more than one hour left on his/her shift, she/he shall return to work.
- 15.44 The bargaining unit member shall receive his/her regular salary, but shall remit to the District any compensation he/she receives for such jury services less specific and separate allowance received from the court for travel, meals, parking or other necessary expenses.
- 15.44 A bargaining unit member shall be entitled to leave without loss of pay for any time the bargaining unit member is subpoenaed to testify in a court of law or in front of a grand jury for District business.

ARTICLE 16 – LAYOFF

- 16.0 A layoff shall be considered an involuntary separation from service based on a lack of work or lack of funds determined by the Governing Board.
- 16.0.1 The District is not required to negotiate a reduction in work hours or work year that occurs as a result of a bargaining unit member being laid off under Section 16.0 who exercises bumping rights into a position with less hours or work days
- 16.0.2 The decision to reduce bargaining unit member's work hours or work year, not as a result of bumping, will first be negotiated with CSEA.
- 16.1 The District will provide CSEA with legally available public information seniority lists and a list of bargaining unit positions to be laid off. Within three (3) business days following the layoff notices being sent the district shall provide CSEA a list of positions being laid off including work site, hours per day, days per year and incumbent.
- 16.2 After the Board has taken action on the layoff(s), CSEA and the District shall meet and negotiate prior to the effective date of the layoff.
- 16.3 The District shall notify the least senior bargaining unit member in each classification in writing a minimum of sixty (60) calendar days prior to the effective date of the layoff except in the event of an actual and existing financial inability to pay salaries to classified bargaining unit members or for causes not foreseeable or preventable by the Governing Board, where less than sixty (60) days notice may be given.
- 16.3.1 A written notice of layoff shall be either personally served upon or sent by certified mail to the last address given the District by the bargaining unit member. The notice shall contain:
- 16.3.1.1 The reason for the layoff (lack of work and/or lack of funds) and its effective date
- 16.3.1.2 The bargaining unit member's bumping rights, if any
- 16.3.1.3 The bargaining unit member's re-employment rights
- 16.4 Seniority shall be defined as hire date within the current job classification and equal or higher classifications. Bargaining unit members shall not be allowed to accrue seniority while on any form of unpaid leave or while he/she is on the medical re-employment list. In the event that two (2) or more bargaining unit members have the same amount of seniority as defined above, the following tie-breaker shall be used:
- 16.4.1 Total District seniority including current classifications, equal classifications, higher classifications, and lower classifications

- 16.4.2 If the above is equal, the tie shall be broken by lot (lot to be drawn by a CSEA representative in the presence of a District representative and the affected bargaining unit members who chose to attend).
- 16.5 Bumping Rights: A bargaining member whose position is eliminated shall have the right and may elect to exercise bumping rights in his/her current classification provided they have sufficient seniority. He/she shall have the right and may elect to bump the bargaining unit member having the least seniority with the closest job profile in his/her current classification, provided this does not result in an increase in hours. ("Job Profile" as defined in this section shall mean assigned hours per day, days per year.)
- 16.6 A bargaining unit member who is laid off from a classification and who has gained permanency in an equal, lower, or higher classification and who has greater seniority shall have the right and may elect to bump the bargaining unit member having the least seniority with the closest job profile in his or her current classification. ("Job Profile" as defined in this section shall mean assigned hours per day, days per year, provided this does not result in an increase of hours)
- 16.7 Bumping into a higher classification is not allowed for a bargaining unit member who was involuntary demoted for disciplinary reasons or for a bargaining unit member who entered into a settlement agreement to voluntarily demote for any reason.
- 16.8 A bargaining unit member displaced from his/her classification as a result of being bumped shall have the same bumping rights set forth above.
- 16.9 Any bargaining unit member who is improperly laid off and is otherwise entitled to employment shall be reemployed in the same or equal classification immediately upon the District's verification of the error and given all rights and privileges including retroactive pay, health and welfare benefits and vacation and sick leave accrual as if the bargaining unit member had not been laid off at all.
- 16.10 Reemployment Rights - The names of bargaining unit members involuntarily laid off shall be placed on re-employment lists in the reverse order of layoff for thirty-nine (39) months. Such bargaining unit members shall be re-employed by seniority in their previous classifications if a vacancy occurs.
- 16.10.1 Bargaining unit members on a 39-month reemployment list who apply for other vacancies for which they meet the minimum qualifications shall be given preference over outside applicants.
- 16.10.2 A bargaining unit member who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District. Such notice shall be sent return receipt requested to the last address given the District by the bargaining unit member.

- 16.11 Upon return to work, all time during which a bargaining unit member was in (involuntary) unpaid status due to layoff shall be counted for seniority purposes not to exceed thirty-nine (39) months and unused sick leave benefits, accumulated prior to layoff, will be reinstated.
- 16.12 Bargaining unit members who voluntarily took a position in a lower classification or who took a voluntary reduction in hours in lieu of layoff shall, for a total of sixty-three (63) months, have re-employment rights to the higher paid position, in which they were displaced, or to a position with increased assigned time as vacancies become available.
- 16.13 A unit member on a re-employment list shall have five (5) work days after completed service of an offer of re-employment to accept or decline employment to his/her former class and status. In the event the bargaining unit member on the re-employment list will be unavailable to receive an offer of re-employment, it is the bargaining unit member responsibility to provide the District prior notice of his/her unavailability and an alternate address/phone number for purposes of providing the offer during that time period.
- 16.14 Refusal of an offer of short-term employment shall not affect the standing of any bargaining unit member on a re-employment list. A bargaining unit member who accepts such employment shall be entitled to all rights and benefits pursuant to this Agreement.
- 16.15 Failure to respond within the time specified or a refusal of employment shall cause the bargaining unit member to no longer receive offers until he/she notifies the District, in writing, of his/her interest in receiving offers.

ARTICLE 17 – NO STRIKE/NO LOCK OUT

- 17.0 The District agrees not to engage in any lockout of bargaining unit members covered by this agreement during the term of this agreement.
- 17.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, by the Association or by its officers, agents, or members during the term of this Agreement.

ARTICLE 18 – TRANSPORTATION

- 18.0 The committee will have authority to act on only items that both the PUSD and CSEA 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, must be approved through PUSD and CSEA bargaining process.
- 18.1 Members: There will be five (5) members of the Transportation Department: four (4) elected bus drivers and one (1) supervisor.
- 18.2 Chairperson: The chairperson will be elected by a majority vote of the committee.
- 18.3 Agenda: 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 CSEA and PUSD prior to placing an item on an agenda.
- 18.4 Bargaining Committee: The bargaining committee and the bus driver governance committee shall establish a liaison.
- 18.5 Meetings: 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.

Field Trips

- 18.6 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.
- 18.6.1 Stirling City or Butte Meadows Run
- 18.6.2 Bus Drivers who drive a Stirling City or Butte Meadows run will be paid a five percent (5%) bonus for actual driving time.
- 18.6.3 Oroville Special Education Run
- 18.6.4 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.
- 18.6.5 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.

18.7 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.

18.8 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.

Current Drivers – Make-up Time

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

Temporary Reduction in Hours

18.10 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.

18.11 Bus drivers hired before July 1, 2019 who have eight-hour contracts may permanently resign as much as two hours of contract time and retain full-time benefits.

Selection of Route Assignments

18.12 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.

18.12.1 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.

18.12.2 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.

18.12.3 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.

Transportation Aide

- 18.13 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

- 18.14 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 19 – SUMMER EMPLOYMENT

- 19.0 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 between March 1st, and May 1st, of each year, in writing on a District form (see Appendix G). The notification will include the classified position(s) for which the employee meets the minimum qualifications and the dates they are available to work.
- 19.1 Employees who have notified the Personnel Office by May 1st will be considered for summer employment as openings occur.
- 19.2 To qualify for a summer assignment, an employee must be available for the entire duration of the assignment.
- 19.3 If a summer 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.
- 19.4 Summer positions not filled from the site/department will be filled by summer bus drivers who submit a summer employment form and who meet the minimum job qualifications.
- 19.5 Summer positions not filled by bus drivers will be offered to unit members from other sites/departments.
- 19.6 Employees employed at the same classification during the summer shall be paid at the same rate as their regular assignment. Employees working at 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.

APPENDIX A

PARADISE UNIFIED SCHOOL DISTRICT "PROPOSED" CLASSIFIED SALARY RANGES FY 2021-2022

10	Food Service Assistant	22	Attendance Coordinator
10	School Crossing Guard	22	Attendance Support Worker
		22	Food Services Site Manager
11	After Kindergarten Program Assistant		
11	Band Auxiliary Aide	23	Bus Driver
11	Instructional Aide Assistant (BL)	23	Data Systems/Information Mgmt. Tech.
11	Instructional Aide	23	General Maintenance Worker
11	Yard Duty Aide		
		24	Head Custodian I
13	Educational Technician	24	High School Principal's Secretary
13	Instructional Aide/Spec. Ed. Assistant (BL)	24	Principal's Secretary
13	Instructional Aide/Spec. Ed. Assist. 1:1		
13	Instructional Aide-Special Education	26	Administrative Secretary
13	Instructional Aide-Title I		
13	Instructional Aide/Title I Assistant (BL)	27	Mechanic
13	Transportation Aide-Special Education		
		28	Administrative Account Technician
14	Instructional Aide/Spec. Ed. Assistant (BL)	28	Drug, Alcohol, Tobacco Specialist
14	Instructional Aide/Spec. Ed. Assist. 1:1	28	Payroll Technician
14	Instructional Aide-Special Education II		
14	School Campus Monitor	29	Delegated Behind the Wheel Trainer
14	Transportation Aide-Special Education II	29	Senior Head Custodian
15	Clerk Typist II	31	Bus Driver Instructor
15	Senior Food Service Assistant	31	Senior Mechanic
		31	Skilled Maintenance Worker
16	Music Aide		
16	RTI Speech Support Staff	33	Shop Foreman
17	Career Center Aide		
17	Custodian I	*K/R	Network/Workstation Technician
18	Attendance Clerk		
19	Custodian II		
19	Delivery Driver/Warehouse Worker		
20	After Kindergarten Program Supervisor		
20	High School Library Specialist		
20	Library Specialist		
20	School Finance Clerk		
21	Custodial Lead		
21	Department Secretary		
21	Groundskeeper		
21	Health Secretary		
21	Registrar		
21	Health/Clerical/Librarian		

Proposed at 03/15/22 Board Meeting
*Knowledge/Resource Salary Schedule

APPENDIX B

**PARADISE UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
FISCAL YEAR 2021-22
EFFECTIVE 07/01/21**

	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%
10				15.19	15.50	15.81	16.12	16.45	16.78	17.03	17.28	17.54	17.80	18.07	18.34
11	2.0%		15.19	15.50	15.81	16.12	16.45	16.78	17.11	17.37	17.63	17.89	18.16	18.43	18.71
12	2.0%		15.50	15.81	16.12	16.45	16.78	17.11	17.45	17.71	17.98	18.25	18.52	18.80	19.08
13	2.0%		15.20	15.81	16.12	16.45	16.78	17.11	17.45	17.80	18.07	18.34	18.62	18.89	19.18
14	2.0%		15.50	16.12	16.45	16.78	17.11	17.45	17.80	18.16	18.43	18.71	18.99	19.27	19.56
15	2.0%	15.21	15.81	16.45	16.78	17.11	17.45	17.80	18.16	18.52	18.89	19.18	19.46	19.75	20.05
16	2.0%	15.51	16.13	16.78	17.11	17.45	17.80	18.16	18.52	18.89	19.27	19.56	19.85	20.15	20.45
17	2.0%	15.82	16.45	17.11	17.45	17.80	18.16	18.52	18.89	19.27	19.56	19.85	20.15	20.45	20.76
18	2.0%	16.14	16.78	17.45	17.80	18.16	18.52	18.89	19.27	19.56	19.85	20.15	20.45	20.76	21.07
19	2.0%	16.46	17.12	17.80	18.16	18.52	18.89	19.27	19.56	19.85	20.15	20.45	20.76	21.07	21.38
20	2.0%	16.79	17.46	18.16	18.52	18.89	19.27	19.56	20.05	20.45	20.76	21.07	21.38	21.70	22.03
21	2.0%	17.12	17.81	18.52	18.89	19.27	19.56	20.05	20.45	20.86	21.17	21.49	21.81	22.14	22.47
22	2.0%	17.47	18.17	18.89	19.27	19.56	20.05	20.45	20.86	21.17	21.49	21.81	22.14	22.47	22.81
23	2.0%	17.82	18.53	19.27	19.66	20.05	20.45	20.86	21.17	21.49	21.81	22.14	22.47	22.81	23.16
24	2.0%	18.17	18.90	19.66	20.05	20.45	20.86	21.17	21.49	21.81	22.14	22.47	22.81	23.16	23.51
25	2.0%	18.54	19.28	20.05	20.45	20.86	21.17	21.49	21.81	22.14	22.47	22.81	23.16	23.51	23.86
26	2.0%	18.91	19.66	20.45	20.86	21.17	21.49	21.81	22.14	22.47	22.81	23.16	23.51	23.86	24.21
27	2.0%	19.28	20.06	20.86	21.28	21.70	22.13	22.58	23.03	23.49	23.96	24.44	24.93	25.43	25.93
28	2.0%	19.67	20.46	21.28	21.70	22.13	22.58	23.03	23.49	23.96	24.44	24.93	25.43	25.93	26.44
29	2.0%	20.06	20.87	21.70	22.13	22.58	23.03	23.49	23.96	24.44	24.93	25.43	25.93	26.44	26.95
30	2.0%	20.46	21.28	22.13	22.58	23.03	23.49	23.96	24.44	24.93	25.43	25.93	26.44	26.95	27.46
31	2.0%	20.87	21.71	22.58	23.03	23.49	23.96	24.44	24.93	25.43	25.93	26.44	26.95	27.46	27.97
32	2.0%	21.29	22.14	23.03	23.49	23.96	24.44	24.93	25.43	25.93	26.44	26.95	27.46	27.97	28.48
33	2.0%	21.72	22.59	23.49	23.96	24.44	24.93	25.43	25.93	26.44	26.95	27.46	27.97	28.48	28.99

*Board approved on 11/16/21

11/17/2021 @ 10:39 AM

APPENDIX C

**PARADISE UNIFIED SCHOOL DISTRICT
Grievance Form Level I – Immediate Supervisor**

Date: _____

A. Name of Employee (Grievant): _____

B. Name of Immediate Supervisor: _____

C. Date of informal conference with 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. Statement of grievance and circumstances involved – as briefly as possible, state the facts of the grievance, including times and places and description of the particular incidents:

G. Decision of informal conference:

H. Specific remedy sought:

Employee's Signature

Employee Association Representative Signature

Date Signed: _____ Date Signed: _____

APPENDIX D

PARADISE UNIFIED SCHOOL DISTRICT
Grievance Form Level 2 – Grievance Officer

To: _____
Grievance Officer

From: _____
Employee Name Position Department

GRIEVANCE:

1. Please attach a copy of Grievance – Form 1.
2. Please attach a copy of your immediate supervisor's written response to your grievance.
3. State in detail your reasons for appealing your immediate supervisor's decision.

Employee's Signature Employee Association Representative Signature

Date Signed: _____ Date Signed: _____

APPENDIX E

PARADISE UNIFIED SCHOOL DISTRICT
Grievance Procedure Form Level 3 – Superintendent

To: _____
Superintendent

From: _____
Employee Name Position Department

GRIEVANCE:

1. Please attach a copy of Grievance – Form 1.
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.

Employee's Signature

Employee Association Representative Signature

Date Signed: _____ Date Signed: _____

APPENDIX F

PARADISE UNIFIED SCHOOL DISTRICT
Grievance Procedure Form Level 4 – Board of Trustees

To: _____
Superintendent

From: _____
Employee Name Position Department

GRIEVANCE:

1. Please attach a copy of grievance – Form 1.
2. Please attach a copy of your immediate supervisor's written response, the Grievance Officer's written response, and the Superintendent's written response to your grievance.
3. State in detail your reasons for appealing the Superintendent's decision.

Employee's Signature Employee Association Representative Signature

Date Signed: _____ Date Signed: _____

APPENDIX G

Notification to Personnel of Interest in Summer Employment Program

By PUSD Classified employees

Applicant Name: _____

Current Position: _____

Signature: _____

School Site: _____

My status is:

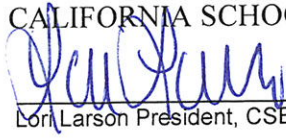
- ☐ I have in-district status.
- ☐ I have temporary status.
- ☐ I am a classified substitute.

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 May 1st

Signature Page

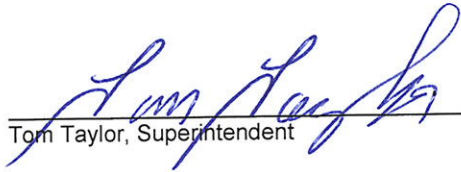
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION 837



Lori Larson President, CSEA Chapter 837

Date: 3-2-22

PARADISE UNIFIED SCHOOL DISTRICT



Tom Taylor, Superintendent

Date: 3/2/22

