MASTER CONTRACT AGREEMENT

between

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

July 1, 2026 – June 30, 2027

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CONTRACT

I - GENERAL PROVISIONS OF THE AGREEMENT

1.1 Terms of Agreement

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

1.2 Recognition

The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified, hereinafter referred to as "unit members" holding those positions listed in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. All newly created positions, except those that are lawfully exempt (certificated, management, confidential, supervisory, full time high school students employed part time, and professional experts employed on a temporary basis for a specific project by the Board of Trustees) shall be assigned to the bargaining unit. The determination of management, confidential or supervisory employees shall be made by mutual agreement between the District and CSEA. Disputed cases shall be submitted to Public Employment Relations Board (PERB) for resolution. The bargaining unit may be expanded to include other classification by mutual agreement of the District and CSEA subject to the rule of PERB.

1.3 No Discrimination on Account of CSEA Activity

Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against unit members because of the exercise of rights to engage or not to engage in CSEA activities.

1.4 Organizational Rights

CSEA shall have the following rights in addition to the rights contained in any other portion of this agreement:

1.4.1 The right of access at reasonable times to areas in which unit members work.

1.4.2 The right to use without charge institutional bulletin boards, electronic bulletin boards, mailboxes, the use of the school mail system (postage to be paid by CSEA), the use of email system, and other means of communication the District has for the posting or transmission of information or notices concerning CSEA matters.

1.4.3 The right to use without charge institutional equipment, facilities, and buildings at reasonable times, subject to availability per established procedure.

1.4.4 The right to review unit members' personnel files and any other records dealing with unit members when accompanied by the unit member or on presentation of a written authorization

signed by them.

1.4.5 CSEA shall have the right to be supplied with the complete seniority roster of all bargaining unit Employees by May 1, annually. (See Article XII Layoffs or seniority roster information.)

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

1.4.7 The right to release time for

1.4.7.1 Unit members who are CSEA officers or negotiators to conduct necessary CSEA business.

1.4.7.2 Unit members participating in committees mutually agree upon by the District and CSEA.

1.4.7.3 CSEA designees to conduct new employee orientation organized by the District.

1.4.7.4 Up to Two CSEA chapter delegates to attend the CSEA Annual Conference. Such release time shall be paid by the District as if the employee would otherwise be in paid status.

1.4.7.5 Unit Members upon CSEA's request, as long as CSEA provides 48-hours advance notice and pays all the costs associated with granting the release time. These requests shall be initiated by CSEA Headquarters or the Field Office.

1.4.8 The right to meet and negotiate with the District concerning the increase in hours in any given classified position.

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

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

1.4.11 The right to meet and negotiate with the District on all subjects within the scope of bargaining concerning unit members to include but not limited to the increase or decrease in hours wages, and health and welfare.

1.4.12 The right to present at any new employee orientation meeting organized by the District the CSEA chapter president or designees shall be allowed at least 30 minutes to present to new employees about CSEA.

1.5 Distribution of Agreement

Within 45 days after the execution of this Agreement, the District shall provide one (1) printed copy of the agreement to any unit member, upon request, at no charge plus one (1) copy for each worksite and 25 copies to the CSEA President.

II - WAGES

2.1 Distribution of Job Information

Upon initial employment and each change in classification, each affected unit member in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to their position, benefits of the position (health, vision, dental, CSEA membership), a statement of the position, a statement of the unit member's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

2.2 Regular Rate of Pay

The regular rate of pay for each position in the bargaining unit shall be in accordance with the Ranges agreed to by CSEA and the District's Board of Trustees as specified in Appendix B. Stipends and incentives including but not limited to a shift differential, longevity increment, and professional growth award required to be paid under this Agreement shall be in addition to the unit member's regular rate of pay, pursuant to CalPERS regulations. Should the unit member fail to provide the following, disciplinary action may be taken in accordance with Article XI of this agreement.

2.2.1 W-4 form signed by unit member;

2.2.2 Retirement form signed by unit member;

2.2.3 Current notice of immunity from tuberculosis is filed;

2.2.4 Fingerprints have been taken;

2.2.5 PERS Authorization;

2.2.6 Insurance forms.

2.3 Noon Duty Supervision

2.3.1 Regular unit member who perform noon duty supervision shall be compensated at their regular rate of pay for all hours worked. Unit members with multiple positions shall be compensated at their highest rate of pay.

2.4 Paychecks

All regular paychecks of unit members shall be itemized to include all deductions within allowance by the Monterey County Office of Education.

2.4.1 Frequency

All unit members shall be paid once per month on the last working day of the month. If the normal pay date falls on a weekend or holiday, the paycheck shall be issued on the preceding workday.

2.4.1.1 Eleven-month unit members working at least one day in the twelfth month will receive

twelve (12) paychecks.

2.4.1.2 Unit members who work ten months or less, and work at least one day in the eleventh month, will receive eleven (11) paychecks.

2.4.2 Changes

All unit members shall be provided with an explanation of any changes made in their pay warrant, including deductions or salary increases, at the time adjustments are made.

2.5 Payroll Errors

Any payroll error resulting in insufficient payment for a unit member shall be corrected (including overtime pay), and a supplemental check issued, not later than three (3) working days after the unit member provides notice to the payroll department.

2.5.1 When a payroll error results in an overpayment of wages to any unit member, the affected unit member shall be notified in writing and afforded the opportunity to verify or dispute the overpayment amount. Upon verification of an overpayment by the unit member, a repayment agreement may be arranged between the unit member and the District, or through negotiation with CSEA. Negotiations may include whether the unit member will repay through cash installment or payroll deduction. This section is intended to be interpreted in a manner consistent with Education Code 44042.5, and neither the District nor CSEA waive rights afforded under that section.

2.6 Special Payments

Any payroll adjustment due to a unit members as a result of working out of class, re-computation of hours, or for other reasons such as procedural errors, shall be made and a supplemental check issued no later than five (5) working days following notice to the payroll department.

2.7 Lost Checks

Any paycheck for a unit member which is lost after receipt shall be delivered within eight (8) working days following the unit member's demand of the payroll department for replacement of the check.

2.8 Pay Increases

The District shall make a lump sum payment of an agreed upon retroactive wage increase resulting from this Agreement or any amendments thereto within thirty (30) days of the Agreement between CSEA and the District.

2.9 Salary Schedule (See Appendix B)

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

2.10 Job Classification (Appendix A)

2.10.1 Every bargaining unit position shall be identified in the classification listing outlined in Appendix A. The District and CSEA Negotiating Team shall meet and negotiate all new classifications. No new position shall be filled until it is classified. The appropriate classification shall be determined by the duties and responsibilities of the position, without regard to the special qualifications of the incumbents, and shall be based upon the principle that positions shall be included in the same classification if:

2.10.1.1 They are sufficiently similar in respect to duties and responsibilities that the same descriptive title may be used;

2.10.1.2 Substantially the same requirement as to education, experience, knowledge, and ability are demanded of incumbents;

2.10.1.3 Substantially the same test of fitness may be used in selecting qualified unit member;

2.10.1.4 The same schedule of compensation can be made to apply with equity.

2.10.2 Interpretation of Classification Specification

The language of the above specifications is not to be construed as limiting the authority of a supervisor to direct and control the work of unit members or to alter their duties and responsibilities within the scope of the job description. It shall be the responsibility of a supervisor to promptly report in writing to Human Resources, the unit member, and CSEA of any proposed substantial change in the duties of a unit member. Any substantial change in the duties to be allocated shall be negotiated by the District and CSEA. Consideration shall be given to the general duties, specific tasks, responsibilities, and minimum requirements, as a composite description of the kind and level of work the classification is intended to embrace. In order to determine the salary range of the classification, its relationship to other classifications shall be considered.

2.10.3 Job Descriptions

For each classification, the District's Negotiating Team and CSEA's Negotiating Team shall establish and maintain a job description, which shall include:

2.10.3.1 A descriptive classification title;

2.10.3.2 A definition of the scope of duties and responsibilities of the classifications;

2.10.3.3 A statement of typical tasks to be performed by persons holding positions allocated to the classification;

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

2.10.3.5 License or other special requirements for service in some or all positions in the classification.

2.10.4 The District shall post job descriptions for all classifications on the District's website.

2.10.5 No changes to Appendix A shall be made without mutual agreement of the District and CSEA. Nothing contained in this Agreement shall be interpreted as a waiver of the District's right to create, reduce or eliminate positions in the bargaining unit, consistent with EERA and PERB case law regarding the mandatory scope of bargaining.

2.10.6 Working out of Classification

2.10.6.1 Unit members are working out of classification when they are required to preform duties which are not fixed or prescribed by the approved job description of the classification to which they are regularly assigned.

2.10.6.2 A unit member who is required to work out of classification in a higher class for five (5) working days or more within a 15 calendar days period shall be compensated at the range of the higher classification at the step that renders a minimum of a five precent (5%) increase for the entire period they worked out of classification.

2.10.6.3 The District and CSEA Negotiation Team may mutually agree to provide for an upward salary adjustment for any unit member required to work out of classification for any period of time less than that required herein (see Section 2.10.6.2)

2.10.6.4 It is the intent of this section to permit school agencies to temporarily work unit members outside their normal duties, but in doing so, to require that some additional compensation be provided the unit member during such assignment.

2.10.6.5 Unit members who are required to work out of classification shall notify the Director of Human Resources upon the accrual of five (5) working days within in a fifteen (15) calendar day period. The Director of Human Resources shall contact the unit members who feel they have been assigned duties to be performed which are out of classification and determine if additional

compensation is in order. (Ed. Code, Section 45110)

2.10.6.6 The Director of Human Resources will review with the immediate supervisor the situation that brought about the concern for out of classification assignment. The Director of Human Resources will resolve the issue and, if necessary, make any appropriate salary adjustment.

2.11 Classification and Compensation Comparison Study

A cyclical Classification (Job Description) and Compensation Comparison Study that will include all classifications in the classified Bargaining Unit shall be conducted jointly by CSEA and the District over four (4) years, beginning with the 2025-2026 fiscal year. The goals of the study are to ensure viable and up to date job descriptions, to address critical shortages in specific classifications, and to achieve competitive salaries at no less than the top quarter of the comparable school district agreed to between CSEA and the District. The Study may result in revised or new job descriptions, reclassifications, and/or salary schedule reallocations. The Study may also include a review of workflow and assignment in specific departments.

2.11.1 Definitions

2.11.1.1 Classification: A classification refers to specific position, and each position is defined by a corresponding job description.

2.11.1.2 Job Description: A "job description" refers to the defined duties and responsibilities of a position with specific details outlining in the task and qualifications needed for the role; essentially, it outlines what an employee in the classification is expected to do. Bargaining unit job descriptions shall be analyzed, rewritten and/or created, if necessary, confirmed for accuracy, and formally adopted through this process.

2.11.1.3 Reclassification: Reclassification is a recognition that a position has evolved through a gradual change in duties and job requirements. It may be caused by a permanent assignment of duties and responsibilities that change the nature of the unit member's job to such an extent that their work more accurately falls under a different classification. A more appropriate job description may or may not already exist in the bargaining unit. Reclassification may also occur at times, including but not limited to, when creating a career ladder within a group of classifications and when there are new minimum requirements or tasks imposed by a grantor or legislation (e.g. Every Student Succeeds Act).

2.11.1.4 Re-allocation: Re-allocation is the movement between one salary schedule range and

another. The result of the compensation comparison study may indicate that a classification is below the target range of comparable salaries, indicating a need for re-allocation. Target range is defined as a salary level that is no less than the top quarter salary of the comparable classifications at the first salary step. The results may also indicate that re-allocation is not necessary.

2.11.2 Joint CSEA/District Committee ("Committee")

2.11.2.1 The Committee shall be comprised of six (6) members: two (2) CSEA members appointed by CSEA, two (2) representatives appointed by the District, and two (2) co-facilitators, one appointed by CSEA and one appointed by the District. Each party may also appoint one (1) alternate member who will serve in the absence of a regular member.

2.11.2.1.1 Each party should appoint members based on their knowledge of the positions being studied.

2.11.2.1.2 Facilitators do not vote.

2.11.2.1.3 Alternates may attend all Committee meetings but may only vote in the absence of a regular member. If a regular member seat becomes vacant, the alternate shall assume that position and a new alternate may be chosen.

2.11.2.1.4 If a Committee member's classification is under study, that member shall not participate in any portion of the Study pertaining to their classification. In addition, a Committee member who is the supervisor of a unit member whose classification is under study and who will be interviewed, shall not be present during the interview.

2.11.2.1.5 The CSEA President or designee may serve in a non-voting advisory role in any year or may serve as the alternate.

2.11.2.1.6 CSEA and the District may use a jointly agreed upon consultant to facilitate and/or participate in a Study Cycle. If an external consultant serves as the facilitator in a Cycle, The CSEA and District's appointed co-facilitators shall continue to serve on the Committee in a non-voting, advisory role.

2.11.2.1.7 Release time shall be granted to CSEA's Committee members and alternates for Committee meetings. The District shall provide clerical support for the Committee.

2.11.2.2 Decisions of and recommendations by the Committee require two (2) CSEA and two (2) District regular, and/or alternate members, and one (1) co-facilitator to be present. Decisions and recommendations shall be made by consensus. If a consensus is not reached, decisions and recommendations shall be made by a majority vote of the Committee.

2.11.2.3 The Committee is responsible for conducting research for job descriptions including job audits and interviews, revising existing and developing new job descriptions, compiling salary comparison data, and making formal recommendations to the District and CSEA according to the procedures set forth in this Article.

The Committee shall have the authority to recommend changes to the negotiation teams as follows:

- Reclassify a position from one classification to another existing or new classification
- Adopt revised or new job descriptions
- Create new classification
- Salary schedule re-allocations

2.11.3 <u>Study Cycles:</u>

2.11.3.1 The study shall be conducted in four (4) Cycles. Each Cycle will be completed in one fiscal year and includes pre-identified classification families. Job classifications included in each Cycle are listed below. When any new classification is adopted by the Parties, it shall be jointly determined in which Cycle the new classification shall be studied.

2.11.3.1.1 Cycle 1 – Clerical, Accounting, and Food Services Families

Clerical:

- Administrative Assistant II/III/IV
- Administrative Specialist – Curriculum
- Administrative Assistant – MOT
- Administrative Specialist – Special Education and Student Services
- Clerk I/II/III
- Office Manager

Accounting:

- Account Clerk I
- Account Clerk II

Food Services:

- Food Service Assistant I/II/III

2.11.3.1.2 Cycle 2 – Instructional Support and Technology Families

Instructional Support:

- Computer Lab Instructional Technician I/II
- Library Media Technician I/II/III
- Instructional Assistant – Special Ed
- Instructional Assistant – Gen Ed/PE
- Instructional Assistant – Title I
- Paraprofessional
- Technology Instructional Assistant II
- Vocational Assistant – Culinary

Technology:

- Information Technology Technician

2.11.3.1.3 Cycle 3 – Maintenance, Operations, Transportation and Facilities (MOTF) Families

Maintenance and Operations:

- Grounds
- Maintenance and Operations Foreman
- Maintenance II/III

Transportation:

- Bus Driver
- Transportation Specialist
- Service Mechanic

Facilities:

- Custodian I/II/III
- Utility Worker

2.11.3.1.4 Cycle 4 – Student Services Family

Student Services:

- Campus Supervisor
- Career Center Technician
- Child Care Attendant
- Crossing Guard
- Healthcare Assistant
- Interpreter – Deaf & Hard of Hearing
- Noon Duty Supervisor
- Recreation Attendant
- Recreation Coordinator/Leader
- Recreation Leader
- Speech Language Pathologist Assistant

2.11.3.2 In addition to these designated families, a single position shall be automatically referred to the Committee for review if a unit member has been paid out of classification for at least six (6) months prior to the beginning of the next annual study cycle.

2.11.3.3 At the end of each four-year cycle, a three-year break will take place. After the break years, the process shall start over with those classifications included in Cycle 1.

2.11.4 Classification Study Procedure

2.11.4.1 The Committee shall conduct a job audit for each classification in a Cycle by providing a job audit form to each unit member holding a position in that classification and to their immediate supervisor. The job audit forms shall be sent to affected unit members and their supervisors (together known as "staff"), no later than September 15 of each year. Staff will then have 10 workdays to complete the forms and return them to the Committee's designee. Unit members shall be provided time during their regular workday, if needed, to complete the job audit. A job audit form will be shared with the unit member after the supervisor has completed their section.

2.11.4.2 The Committee will then schedule interviews for staff to provide an opportunity for the Committee to ask follow-up questions and for staff to provide additional information. Interviews with supervisors shall be conducted separately from those with unit members.

2.11.4.2.1 A minimum of 30% of the unit members in each classification shall be interviewed,

chosen randomly. If either CSEA or the District identify a classification in need of further study, additional unit members may be interviewed.

2.11.4.2.2 Any unit member may request to be interviewed by indicating this on their job audit form.

2.11.4.2.3 The Committee may recommend forgoing the interview process for a classification if, after review of the job audit(s), it is determined the classification has not evolved.

2.11.4.2.4 A unit member who does not complete a job audit will not be interviewed unless the Committee deems it necessary.

2.11.4.3 The co-facilitators will analyze and revise existing job descriptions and draft new job descriptions, as needed. Drafts of the new and revised job descriptions shall be presented to, and reviewed by, the full committee who will make their final recommendations prior to distribution to staff. Draft job descriptions shall then be distributed to affected unit members and supervisors who shall have 10 workdays for review and feedback.

2.11.4.3.1 During this job description analysis and revision process, the co-facilitators may conduct additional interviews, consult with unit members and/or supervisors, and/or consult with other experts for clarification and guidance without convening the full committee.

2.11.4.3.2 Draft revised job descriptions shall indicate stricken and added language based on the existing job description.

2.11.4.3.3 The Committee shall review feedback from staff and determine if additional revisions to job descriptions are required.

2.11.4.3.4 Job descriptions shall be formatted according to the adopted job description template mutually agreed upon by CSEA and the District.

2.11.4.3.5 Any issues identified by the Committee during the Classification Study, such as workload concerns, shall be provided to Human Resources and CSEA for review and evaluation.

2.11.5 <u>Compensation Study Procedures</u>

2.11.5.1 After the Committee has reached agreement on the job descriptions, wage comparison data

for each classification in the Cycle shall be compiled by the co-facilitators with the assistance of Human Resources. Job descriptions from the comparison districts (section 2.11.5.1.3) that are the same or similar to the Committee's recommended job descriptions for the current Cycles shall be used to determine which salary schedule ranges will be used for the compensation study.

2.11.5.1.1 "Same or Similar" is determined by comparing the responsibility level, minimum requirements of education, experience, skills, abilities, licenses/certificates, and the complexity of major duties and responsibilities.

2.11.5.1.2 The first regular Step of the most up to date salary schedule information available at the time the compensation is studied for that Cycle year shall be used.

2.11.5.1.3 The mutually agreed upon comparison districts are:

Carmel Unified	Carpinteria Unified	Gonzales Unified
Monterey Peninsula Unified	Healdsburg Unified	Soledad Unified
North Monterey County Unified		

2.11.5.1.4 If any classification has four (4) or fewer matches, then the co-facilitators shall seek comparison job descriptions from other comparison districts, county offices of education, outside agencies, or other types of employers.

2.11.5.1.5 The recommendation for salary range placement shall be at no less than the top quarter of the salaries of the comparison districts, top quarter means that the first or second ranked comparison would be selected, dependent on the number of comparable districts. For example, if there are five (5) districts, number one would be in the top quarter.

2.11.5.1.6 The District's organizational culture shall be considered by the co-facilitators when making recommendations for range placement.

2.11.5.2 Salary Range Recommendations

The co-facilitators shall present the compensation comparison data and provide a report that includes recommendations for salary range placement to the Committee. The Committee shall review the data for each classification included in a Cycle and provide their decision on salary range placement.

2.11.6 <u>Negotiations</u>

Implementation of the revised/new job descriptions and salary schedule range placement is negotiable as are the effects on existing employees in the affected classifications. The co-facilitator(s) of the Committee shall present the findings to the negotiation teams so that negotiations can commence no later than the first week in May of each year.

2.11.6.1 Negotiations over the Classification and Compensation Study recommendations shall convene outside of any other negotiations at the time each Cycle is completed unless otherwise agreed to by the Parties.

2.11.6.2 The Committee's recommendations and decisions shall not be altered.

2.11.6.3 The negotiated Agreement shall be retroactive to the July 1 of the year in which the Cycle was scheduled. Agreements of the negotiating teams shall be tentative and subject to ratification by the CSEA bargaining unit and approval by the District's Board of Trustees.

2.11.7 Grievances

Recommendations and decisions of the Committee and agreements of the Negotiating Teams shall not be grievable. However, violations of the Classification and Compensation Study procedures contained herein are grievable.

2.12. Longevity

2.12.1 The District shall compensate unit members hired after April 9, 2025, with a five percent (5%) longevity increment at the completion of ten (10), fifteen (15), twenty (20), and twenty-five (25) years of service, in accordance with the computation schedule as shown:

Years of Service	Annual Percentage
10 years	5%
15 years	10%
20 years	15%
25 years	20%

2.12.2 All unit members hired on or before April 9, 2025, shall continue to receive longevity increments at the current compounded percentages of ten (10) years at 5%, fifteen (15) years at 10.25%, twenty (20) years at 15.76%, and twenty-five (25) years at 21.55%, in accordance with the computation schedule as shown:

Years of Service	Annual Percentage
10 years	5%

15 years	10.25%
20 years	15.76%
25 years	21.55%

Unit members hired after April 9, 2025, shall receive longevity increments as specified in Section 2.12.1 of this Article.

2.12.3 Longevity increments shall be granted on the anniversary of the initial date of employment in the district.

2.13 Professional Growth

A professional growth program shall be maintained for the purpose of encouraging the educational growth of classified unit members of the District. The program shall be designed to enable those unit members participating in the program to update their job skills and improve their services in the District. All unit members shall be eligible to participate in professional growth.

2.13.1 Procedures

2.13.1.1. A Professional Growth committee shall be formed for the purpose of evaluation and approving the professional growth activities of the unit member, and for the purpose of presenting their recommendations to the Director of Human Resources and the Board of Trustees.

2.13.1.2 The committee shall consist of five (5) members. Two (2) members shall be a District Administrator and the Superintendent's designee. Three (3) members shall be representatives from the classified bargaining unit and shall be appointed by the CSEA President. At no time should there be more than one (1) representative from any one (1) job classification.

2.13.1.3 At the first meeting of the committee a chairperson shall be elected from the three (3) classified members, and they shall remain on the committee for three (3) years. To ensure the continuity of purpose, one (1) of the other classified members shall serve for two (2) years and one (1) for one (1) year. Subsequent appointments of classified members will be for two (2) years, thus ensuring that some experienced members of the committee will be serving at all times.

2.13.1.4 The Committee shall meet once per month unless no applications are submitted.

2.13.1.5 The Committee shall inform any unit member submitting a request, of its decision within

six (6) weeks of the date the request was submitted.

2.13.2 Professional Growth Course List

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

2.13.2.2. Pre-approval of coursework used for professional growth must be obtained in advance from the committee The Professional Growth Credit Form for Classified Employees (Appendix D) must be submitted, and approved before coursework begins.

2.13.2.3 The committee will file the notice of intent with the Business Office of any unit member who will be earning enough credits to receive a Professional Growth increment on July 1 by May 1 of the same year, for budgeting purposes. The committee will certify completion of course(s) to the Director of Human Resources upon receiving proof that the course(s) has been completed.

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

2.13.2.5 Professional Growth is allowed only for advertised class periods/sessions. To receive professional growth credit, unit members must submit a record of attendance hours (e.g. transcript). For on-going classes, check in with the committee to report progress at least one time per year or when the limit of fifty (50) hours has been completed. To receive professional growth credit for PGUSD Adult Education Courses, unit members must submit completion forms for each advertised session.

2.13.3 Professional Growth Awards

2.13.3.1 The Professional Growth Award is to be made on July 1 to qualifying unit members

2.13.3.2 Unit members may earn Professional Growth Awards equal to five percent (5%) of their wages upon completion of approved course work (as required by Section 2.13.2) which enhances the employees' job performance and/or future growth in the District. This award shall be calculated as special compensation on top of the unit member's base salary. Professional Growth Awards shall be calculated inclusive of any and all longevity increments, prior Professional Growth Awards, and any negotiated salary adjustments in effect at the time the award is granted.

2.13.3.3 Earned professional growth awards shall continue throughout the service of the unit member. Awards may be earned once in each four (4) years of service after installation of the plan. Each award shall be earned by completion of nine (9) approved units. The nine (9) approved units may include a combination of any of the areas specified below.

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

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

2.13.3.3.3 Semester Units

All Professional Growth credits shall be converted into semester units. College credit in terms of quarter units shall be converted into semester units at the ratio of one-quarter hour to two-thirds semester units.

2.13.3.3.4 Reimbursed Expenses

All expenses connected with work for Professional Growth credit shall be borne by the unit member. If the District reimburses the unit member for any cost, the credit shall not be granted.

2.13.3.3.5 Courses

Adult Education courses and workshops shall be credited as follows:

Total Hours in Courses/Workshops	Semester Units of Professional Growth Credit
8 - 14 hours	0.5
15 - 19 hours	1.0
20 - 29 hours	1.5
30 - 39 hours	2.0
40 - 49 hours	2.5
50 hours & up	3.0

2.13.3.3.6 Workshops and seminars conducted under the auspices of the District, Monterey County Office of Education or an accredited institution and scheduled **outside** the regular working hours, may be attended for Professional Growth units, to be approved by the

committee. The aforesaid workshops and seminars may be attended for professional growth units DURING regular working hours only through the use of approved vacation leave from scheduled work hours. Proof of vacation leave is required. Workshop and seminar units shall be computed as above. Hours for workshops and seminars may be accumulated.

2.13.3.3.7 Appendix C

Unit members will be encouraged to complete courses from the approved list. Unit members cannot receive credit for repeated courses.

2.13.3.3.8 Professional Growth Funding

Funding of professional growth awards shall not be charged to categorical funding.

2.14 Travel Reimbursement

2.14.1 Mileage Reimbursement:

2.14.1.1 A unit member, upon request, shall receive a mileage reimbursement as provided in Board Policy #3350 for use of their private vehicle when performing required services to the District.

2.14.1.2 Mileage requests shall be submitted monthly on forms provided by the District. The District determines if the request is approved or disapproved.

2.14.1.3 Mileage shall be counted from the work station of the unit member at the commencement of the work day.

2.14.1.4 On authorized trips outside the school district a unit member shall use a District vehicle if one is available. Otherwise, the unit member shall be reimbursed at the rate provided in Board Policy #3350.

2.14.1.5 A unit member asked to work a split shift, and who does not normally work in a split shift position, may request mileage reimbursement for up to fifty (50) miles round trip for travel to and from home between shifts.

2.15 Footwear Allowance

Unit members in the maintenance, grounds, custodial, food service, and campus supervisor classifications shall be eligible for up to $200.00 every fiscal year for appropriate footwear (e.g. work boots and non-slip shoes) to maintain a safe and secure work environment. The unit member shall purchase their preferred footwear and submit for reimbursement following the District procedure. Unspent balances for any shoe allowance will not accrue from year to year.

2.16 Compensation During Emergency Closures

2.16.1 In the event of a quarantine, epidemic, natural disaster, utility failure, other conditions involving the health and safety of unit members, or other conditions that prevent the District from operating, the Superintendent or designee may declare that the entire District is closed.

2.16.2 During such closures unit members not required to report to work shall be paid their regular wages for any period in which their worksite is closed due to the reasons identified in Section 2.16.1 of this article, provided the unit member is ready, willing, and able to perform their customary duties. Unit members shall be compensated at their regular rate of pay for their regularly scheduled hours. For closures that exceed five (5) consecutive working days, the Parties shall meet to discuss the impacts of the closure, including but not limited to modifying the workdays or work year.

2.16.3 The Superintendent may designate employee groups or individual unit members who are required to physically report to work during such a closure. These unit members shall be compensated at the rate of one and one-half (1½) times their regular rate of pay for all hours worked during the closure. Each unit member who is required to report to work shall be paid for a minimum of two (2) hours.

2.16.4 Unit members already on or scheduled to be on any leave, whether paid or unpaid, shall not be entitled to extra compensation, nor shall the unit member be entitled to have leave (e.g. sick leave, vacation leave) credited back to them while the entire District is closed.

2.16.5 If a single worksite or the District is partially closed, the Superintendent or designee may assign unit members to work at an alternative worksite.

2.17 Classified School Employees Summer Assistance Program (CSESAP)

The District and CSEA mutually support participation in the state Classified School Employee Summer Assistance Program (CSESAP). The district shall participate in the CSESAP each year according to California Education Code Section 45500 and the guidelines published annually by the California State Department of Education. The district and CSEA agree that in any year that the state does not budget matching funds for this program, the district will not participate that year. If the CSESAP is removed from the California Education Code, this section shall become null and void.

2.18 Bilingual and Biliterate Incentive Program

2.18.1 Unit members may be eligible for bilingual or biliterate incentive pay for using their skills to assist in meeting the communication and instructional needs of students and/or their parents or guardians, as the need arises. The skills of reading, writing, and speaking Spanish, or any other language designated by the District, shall be verified through a competency test administered by the District. Unit members' participation in the program is voluntary.

2.18.2 Tasks

Bilingual and biliterate tasks are categorized into two levels. Level I is "bilingual" and requires basic oral fluency. Level II is "biliterate" for oral and basic written fluency.

2.18.2.1 Level I (bilingual) tasks are oral and typically basic and informal. Examples of tasks that a qualified unit member can be expected to perform include, but are not limited to:

- Informal conversations in-person or on the phone with parents/guardians and the public
- Informal conversations with students
- Meetings with parents/guardians
- Personnel or internal meetings

2.18.2.2 Level II tasks shall be oral and/or written. These tasks require a higher skill level and are more complex. Examples of tasks that a qualified unit member can be expected to perform include, but are not limited to:

- All tasks in Level I
- Translating basic correspondence/forms and more complex documents
- Translating general legal documents
- Student related meetings pertaining to legal issues such as IEPs', 504, and discipline (with no written translation)
- Home visits requiring more complex verbal conversations

2.18.2.3 A unit member is not expected to perform tasks that are complex, technical, and require the highest skill level. Examples of tasks:

- Simultaneous Interpreting
- Translating IEPs, Mental Health and Occupational Therapists reports
- Interpreting for Board of Education Meetings

2.18.2.4 Examples of appropriate tasks for employees who receive the bilingual and/or biliterate incentive are included in Appendix M.

2.18.3 Incentive Pay

Upon passing the competency test and determining their skill level, unit members shall receive the bilingual or biliterate incentive.

2.18.3.1 The incentive shall be paid through a monthly stipend, starting the month after the unit member successfully passes the competency test at which time they will be available to provide bilingual and/or biliterate services to the District.

2.18.3.2 Stipend Rate

- Level I – Bilingual $150 per month
- Level II – Biliterate $300 per month

2.18.3.3 One bilingual and one biliterate stipend shall be allocated to each worksite listed below:

- Community High School/Preschool
- Forest Grove Elementary School
- Robert H. Down Elementary School
- Pacific Grove Middle School
- Pacific Grove High School
- Pacific Grove Adult School
- Transportation/District Office

If there is a need for bilingual or biliterate services, but there is no eligible unit member available to provide the service(s) or no unit member receiving the stipend at a worksite, a unit member at an adjacent worksite may be assigned upon mutual agreement with the unit member and their supervisor on a case-by-case basis.

Additional stipends and/or worksites may be added by the District and CSEA shall be notified.

2.18.3.4 Unit members receiving bilingual or biliterate incentive pay should expect to be called upon to use these skills. A unit member receiving the incentive who refuses to provide bilingual/biliterate services according to this Agreement without reasonable justification, may be removed from the program. A supervisor may recommend to the Chief Human Resources Officer (CHRO) that a unit member be removed from the program with documentation that the unit member has refused to provide services without reasonable justification. The CHRO shall notify CSEA of any recommendation for removal. A unit member may have the incentive reinstated upon approval of the Chief Human Resources Officer.

2.18.3.5 Unit members may rescind their participation in the bilingual and biliterate incentive program at any time by notifying Human Resources. Upon rescission, the incentive pay will be discontinued starting the month following the unit member's notice.

2.18.3.6 The stipend rate shall be reviewed every three years beginning with the 2030-2031 year and adjusted as necessary to ensure that it remains competitive among comparable districts.

2.18.4 Testing

A competency test with levels based upon the complexities of the tasks as described in Appendix M will be used to assess bilingual/biliterate proficiency.

2.18.4.1 The competency test and scoring rubric shall be mutually agreed upon by the District and CSEA.

2.18.4.2 Testing opportunities shall be available to unit members two times per year, once between July 1 and November 30, and once between January 15 and June 30.

2.18.5.3 All eligible unit members may take the test. Unit members who are not currently serving in an eligible classification may elect to take the test at their own cost in order to qualify for future changes in classification.

2.18.4.4 The District shall proactively pursue the implementation of testing languages other than Spanish, required to provide necessary services.

2.18.5 The District and CSEA shall mutually agree and collaborate on the implementation of the program, to include the site and department-level process and documentation. Process and procedures shall be included in Appendix M.

2.18.6 Any new classification created by the District shall be evaluated to determine whether bilingual or biliterate skills shall be required. Any classification that requires bilingual or biliterate skills shall be placed on a salary range that compensates for this skill and shall not be eligible for the monthly incentive pay.

2.19 Administration of Emergency Anti-Seizure Medication

The District may have students who require emergency anti-seizure mediation which may be provided by unit members who volunteer to be trained and provide these services. The District agrees to pay a monthly incentive of $200 per month per student to a unit member volunteer who is assigned

to a student at their worksite. The program shall be implemented in accordance with the procedures in Appendix L of this Agreement.

III - HEALTH AND WELFARE BENEFITS

3.1 Coverage

3.1.1 The District shall provide eligible unit members with health and welfare benefits coverage offered through a health insurance carrier ("carrier")

3.1.2 The health and welfare benefit plans offered shall include, but are not limited to medical, dental, vision, Complete Care, standalone Employee Assistance Programs (EAP)/life insurance policy, income protection, and/or other programs.

3.1.3 Th District shall offer an Internal Revenue Service Section 125 cafeteria plan to allow for the provision of benefits on a pre-tax basis.

3.1.4 The District shall provide all eligible unit members and CSEA with plan information and rate sheets required for enrollment in all health and welfare benefit programs within one (1) month's notice of the plan and rates being published by the insurance carrier.

3.1.4.1 The District or CSEA shall provide the other party with no less than one (1) month's notice, in writing, if there is to be a change in the benefits plan options to be offered to unit members, both active and retirees, in the following plan year. The one (1) month notification requirement may be waived by mutual agreement of the parties. The notification shall identify the specific new plan(s) to be offered, the District and employee contribution, and any increase to the District and employees will be identified.

3.1.5 For the purposes of this Article, a full-time unit member is one who works eight (8) hours per day or forty (40) hours per week. A part-time unit member is one who works at least four (4) hours per day or twenty (20) hours per week, but less than eight (8) hours per day or forty (40) hours per week.

3.2 District Contribution

3.2.1 The District shall contribute a maximum amount of $15,151.78 per year toward the cost of District sponsored health and welfare benefits plans.

3.2.1.1 The District's contribution may be applied by the unit member to any of the offered health and welfare benefits plan options except for Complete Care (Section 3.2.3)

3.2.1.2 Full-time unit members shall receive the District's full contribution to apply to any health plan except for Complete Care (Section 3.2.3)

3.2.1.3 Part-time unit members shall receive a prorated amount of the District's maximum contribution based on their FTE.

3.2.1.4 The unit member may apply the contribution amount toward any health and welfare benefit plan offered through the carrier, except for Complete Care (Section 3.2.3). If they select a plan and/or additional coverage that costs more than the District's contribution, they shall pay the difference in premium costs.

3.2.2 An additional amount of $276 per year shall be contributed toward dependent coverage. The dependent contribution may only be used for dependent coverage.

3.2.3 The District's contribution for premiums for the Complete Care Program for full-time unit members shall not exceed a monthly contribution of two hundred fifty-six dollars ($256) on a 10-month basis, or two hundred thirteen dollars ($213) on a 12-month basis.

3.3 Eligibility

3.3.1 Medical, dental, and vision coverage for new employees will begin as follows:

If the unit member's start date fall between 1st – 15th day of the month, then benefit coverage shall begin on the first day of the following month.

If the unit member's start date falls between the 16th – 31st day of the month, then benefit coverage begins the first day of the month following the subsequent month.

Eligible dependents may be enrolled in the benefit plans either at the unit member's enrollment date or no later than the first of the month following the new unit member's enrollment date.

3.3.2 Unit members who are regularly assigned to work six (6) hours per day or more, or thirty (30) hours per week or more, must be enrolled in a medical insurance plan in accordance with the carrier's minimum medical coverage policies or opt out of coverage (Section 3.4).

3.3.3 Part-time unit members who are regularly assigned to work four (4) hours or more per day, or twenty (20) hours per week, but less than six (6) hours per day or thirty (30) hours per week are eligible for health and welfare benefit programs. In accordance with the carrier's policies, eligible unit members must be enrolled in a medical insurance plan or opt out of coverage (Section 3.4)

3.3.4 All unit members in the bargaining unit who work less than four (4) hours per day, or less than

twenty (20) hours per week, are ineligible for individual benefit programs described in this Article.

3.3.5 Any unit member who has their own medical plan or is deemed ineligible for health and welfare benefits in accordance with this Article can be a dependent on another District employee's benefit plans, in accordance with the carrier's policies.

3.3.6 Unit members who decline (opt out) of health coverage through the District must provide proof of other health insurance on an annual basis (see section 3.4).

3.3.7 Any unit member who terminates employment prior to the end of the school year shall be provided benefits coverage through the last day of the month of the payroll in which the termination occurred. Upon termination of employment, employees may continue, at their own expense, health and welfare coverage as provided by Consolidation Ombudsman Budget Reconciliation Act (COBRA). COBRA coverage is provided through MCSIG, not PGUSD, and all information will be mailed from MCSIG. Premiums must be paid in accordance with COBRA regulations and deadlines.

3.4 Opt-outs (Declining Coverage)

3.4.1 A unit member may opt out of required medical insurance coverage if they provide proof of other medical coverage in accordance with the rules and regulations of the carrier.

3.4.2 A unit member may enroll or reenroll in District offered health and welfare benefits during regular open enrollment or based on a "qualifying event" as defined by the carrier.

3.4.3 Unit members shall not receive cash in lieu of benefits except as described in Section 3.4.4.1.

3.4.4.1 The District shall pay to each active unit member hired before July 1, 2002, the portion of the "employee only," health insurance contributions that the unit member was eligible for but did not use in the preceding fiscal year. The payment shall be made by July 31st.

3.5 Retiree Insurance Coverage

3.5.1 Health Insurance Coverage upon Early Retirement

Unit members at least age fifty-five (55) in the current fiscal year who retire prior to age sixty-five (65) and who retire with at least ten (10) years of classified service with the District are eligible for "employee only" health and welfare benefit coverage. Employees must have been enrolled in all three plans (medical, dental, vision) prior to retirement in order to receive the District contribution.

Unit members requesting early retirement benefits under this section shall submit the prescribed document to Human Resources at least one (1) month before the early retirement date. The District shall have the authority to make exceptions to the deadlines.

3.5.2 Retirees shall receive the health and welfare benefits coverage under the same carrier as active employees.

3.5.3 Eligible retired unit members will receive a $300 semi-annual ($600 annual cap) Medicare supplement premium through age eighty-five (85).

3.5.4 All retired unit members may cover dependents at their own expense. In order for dependents to be eligible for retiree benefits, they must have been participants in the medical, dental, and/or vision plan(s) at least one month prior to the retiree's last day of active service. Dependent participation is subject to eligibility requirements in this Article.

3.5.5 An exit Orientation Letter will be provided to each unit member upon retirement, informing them of the retiree health and welfare benefits that they are entitled to on the date of retirement.

3.6 Notification of Changes to Health Insurance Carrier

The District or CSEA shall provide the other party, in writing, no less than 12 months' notice if there is an interest in changing the health and welfare benefits carrier for the classified bargaining unit, both active and retirees, in the following plan year.

The district must notify the carrier no later than June 30th of the prior year of their intent to go out to bid for other insurance quotes.

Either party has the right to go out to bid and request quotes from other carriers. The District agrees to provide the necessary data and information required by a carrier to provide a quote for benefits.

No reduction in benefits or change in carriers shall be made during the life of the Agreement without approval of the majority of bargaining unit members.

IV - HOURS OF EMPLOYMENT

4.1 Work Periods

4.1.1 Work Year

Employees shall work the number of months required by their assignment (see Appendix J). In order to develop a work year calendar that meets the interests of all affected parties, a three party committee shall be formed (District, PGTA and CSEA). Each party shall have two representatives to serve on the committee, for a total of six (6) individuals on the committee.

4.1.1.1 The committee shall begin meeting no later than October 1 to develop calendar options for the upcoming school year. The committee must reach unanimous agreement on calendar options before presenting them to the Board for final approval. It shall be the responsibility of the union representatives to complete their union's process for ratifying calendars prior to signing a calendar. The committee may also develop calendars for multiple years and present those to the Board at the same time as the adoption.

4.1.1.2 When a calendar has not yet been agreed upon for an upcoming school year, the District shall convene a meeting of the committee and present a proposed calendar. The proposed calendar shall be modeled after the most recent-calendar, creating the same basic starting and ending times of the school year and the types and lengths of breaks during the year.

4.1.1.3 Adoption of any state law or regulation that impacts an adopted work year calendar shall trigger a reconvening of the committee to develop calendar options addressing the change.

4.1.1.4 CSEA will be notified of any proposed changes to an adopted calendar before they are enacted.

4.1.2 Work Day and Week

A full-time Employee shall work eight (8) hours per day and forty (40) hours per week, inclusive of rest periods described below. This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the Employer. (Ed. Code 45127 & 128)

4.2 Rest Periods

Unit members who work three (3) hours or more shall be granted rest periods without loss of

compensation. Unit members who work three (3) hours or more and less than six (6) hours per day are entitled to receive one (1) 15 minute rest period. Unit members who work six (6) hours or more per day are entitled to two (2) 15 minute rest periods. Insofar as practical, rest periods shall be in the middle of each work period. Each rest period shall not exceed 15 minutes in duration and is to be the total time away from the job. The rest periods are not cumulative and in so far as practical, may not be used in conjunction with a lunch period or at the beginning or end of the unit member's workday.

4.3 Adjustment of Assigned Time

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

4.4 Meal Periods

4.4.1 Full-time eight (8) hour Employees shall be entitled, insofar as practical, to an uninterrupted meal period of one hour. The meal period shall be for not less than one-half (1/2) hour and shall be scheduled for full-time Employees at or about the midpoint of each work shift. The meal period is to be total time away from job. Meal periods may not occur at the beginning or end of the unit member's workday with the exception of provisions within Article IV Section 4.6.

4.4.2 Employees who work up to four (4) hours are not entitled to a meal period. Employees who work four (4) or more and less than eight (8) hours per day shall be entitled to an uninterrupted meal period of not less than one-half (1/2) hour. The meal period must be scheduled by mutual consent of the employee and the supervisor.

4.4.3 Employees who hold more than one (1) position that totals three (3) hours or more shall be entitled to a rest period as provided in Section B. Those Employees whose hour total four (4) hours or more shall be entitled to rest and meal periods as provided in Section B. The rest and meal periods must be scheduled by mutual consent of the employee and their supervisor(s). In this circumstance, the meal period may be scheduled at the end of one (1) of the Employee's assignments, before the next assignment begins.

4.5 Overtime

Except as otherwise provided herein, all overtime hours shall be compensated at a rate of pay equal to time and a half (1-1/2) the regular rate of pay of the Employee for all work required. The Governing

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

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

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

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

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

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

4.6 Flextime

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

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

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

4.6.3 The employee must obtain prior approval from the site principal or administrative supervisor.

4.6.4 The flexing should not adversely impact other employees or the educational program.

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

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

4.6.7 The flexing should be resolved (i.e. flexed hours regained) as soon as possible – and, if at all possible, within the current pay period – to avoid problems of a defacto redefining of work hours, inordinate “banking” of hours or, an employee leaving without owed hours resolved.

4.6.8 Flexed hours that are allowed by one site principal are not transferable to another site principal.

4.7 Shift Differential - Compensation

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

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

4.8 Work Schedule

Notwithstanding the adoption of separate work schedules for the certificated and the classified service, on any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day. (E.C.45203)

4.9 Increase and/or Decrease in Hours

Increases and/or decreases in the hours of a classified bargaining unit position shall be made by negotiated and mutual agreement with CSEA. (See Article I, The Agreement and XI, Employee Layoffs/Changes in Assigned Time.)

4.10 Short-Term Employees

Persons hired for a specific temporary project of short duration which when completed shall no longer be required, shall be classified a short-term Employee.

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

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

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

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

4.11 Student Employees

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

4.12 Emergency Appointments

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

4.13 Summer School

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

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

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

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

4.14.1 The process shall be monitored by the Director of Human Resources, and will include a minimum of the following:

4.14.1.1 A specific timeline for sign up will be established.

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

4.14.1.3 All applicants will be notified of outcome.

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

4.15 Minimum Call-back Time

A regular employee called into work by an authorized administrator, according to district protocol, on a

day when the employee is not scheduled to work, or called back to work after completion of their regular assignment, shall be paid a minimum of two (2) hours pay for such work, at the employee's rate of pay. If the employee is called by someone other than an authorized administrator, this article for additional pay shall not be enforced.

V - LEAVE POLICIES

5.1 Paid Sick Leave

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

5.1.2 Part-time Employees shall be entitled to sick leave based on the proportion of the time that they work per day in relation to full-time.

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

5.1.4 Sick leave is granted to Employees:

5.1.4.1 When they are unable to work because of sickness, injury or disability, including quarantine.

5.1.4.2 For medical, dental or vision appointments during working hours.

5.1.4.3 To deal with the effects of domestic violence, sexual assault, or stalking.

5.1.5 Sick Leave is also granted to Employees to care for a sick family member or designated person with an existing health condition, for doctor's appointments including preventative care, or to deal with the effects of domestic violence, sexual assault or stalking. Employees are limited to using up to one-half (1/2) of their accumulated sick leave and sick leave entitlement.

5.1.6 Sick leave must be used in fifteen (15) minute increments.

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

5.1.8 In order to receive compensation while absent on sick leave, the Employee must notify their supervisor of their absence within the first working hour on the first day absent, unless conditions make notification impossible. An immediate supervisor is the employee who by job description, most directly supervises the Employee.

5.1.9 At least one day prior to their expected return to work, the Employee shall notify their supervisor.

5.1.10 The use of accumulated sick leave will be authorized if one (1) of the following is on file: (See

Appendix F)

5.1.10.1 Personal verification signed by the Employee that they have been ill or injured.

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

5.1.10.3 Verification signed by the Employee that because of religious reasons they have not consulted a physician but has been treated by someone in a religious sect.

5.1.11 After exhaustion of paid sick leave, an Employee who is ill or injured may use accumulated vacation leave (and compensatory time, if available). Entitlement to Additional Sick Leave (see Article 5.1.13) may also be used.

5.1.12 Any eligible Employee may convert unused sick leave to service credit in accordance with Government Code Section 20963 or its successor.

5.1.13 Entitlement to Additional Sick Leave (In Lieu of Substitute Differential): Each Employee shall be credited with a total of one hundred (100) working days of paid sick leave each year. The one hundred (100) day shall include all current year and accumulated sick leave provided under (Section 5.1.1-5) and shall run concurrently.

5.1.13.1. After the Employee has exhausted their total current year and accumulated sick leave, they shall be paid at the rate of fifty percent (50%) of their regular pay for the duration of the additional sick leave period.

5.1.13.2 Leave provided under this Section shall be credited each fiscal year and shall not be cumulative from year to year.

5.1.13.3 Leave provided in this Section shall be in addition to any other paid leave, holiday, vacation or compensatory time to which the Employee may be entitled.

5.2 <u>Industrial Accident and Industrial Illness Leave</u> (Ed. Code 45192)

5.2.1 "Industrial Accident or Illness" is an injury or illness arising out of or in the course of employment with the District.

5.2.2 An Employee shall be entitled to industrial or illness leave of up to sixty (60) working days in any one (1) fiscal year for the same injury or illness.

5.2.2.1 Leave shall be begin on the first day of absence.

5.2.2.2 Leave shall not be accumulated from year to year. When the sixty (60) days of leave will overlap into the next fiscal year, an Employee shall be entitled to only the amount remaining at the end of the fiscal year in which the injury or illness occurred.

5.2.2.3 Industrial injury and illness leave shall be reduced by one (1) day for each day of absence.

5.2.2.4 Industrial injury or illness leave is to be used in lieu of sick leave benefits.

5.2.3 Payment for lost wages on any day while an Employee is on industrial accident or illness leave shall not, when added to a temporary disability payment granted under workers' compensation law, exceed the normal wage for the day.

5.2.4 When the sixty (60) days of industrial injury or illness leave has been exhausted and an Employee is not able to return to work, they may use their accumulated sick leave including the entitlement to Additional Sick Leave, vacation, compensatory time, or other paid leaves, which when added to the payments received under workers' compensation, shall provide for a full day's wage. The workers' compensation benefits provides for two-thirds (2/3rds) of the Employee's daily wages and a proration of one-third (1/3rd) of the Employee's daily wage will be deducted from their leave balances, if the Employee chooses.

5.2.5 When the employee is placed on the thirty-nine (39) month reemployment list, all disability checks shall be redirected to the employee.

5.2.6 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of their position, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months. If an Employee is able to return to work during the thirty-nine (39) month period, they have the right to reinstatement in their previous classification over all other available candidates at the same placement on the salary schedule. If there are no vacancies in an Employee's previous classification, the District may temporarily place them in a related classification for which they are qualified while they await reinstatement in their clarification.

5.2.7 Leaves of absence under the Section shall not be considered to be a break in service of an Employee.

5.3 Bereavement Leave (Ed. Code 45194)

5.3.1 The Employee shall be allowed leave with pay when absences are due to a death in their immediate family.

5.3.2 "Immediate Family" means spouse, domestic partner, or cohabitant, parent, stepparent, foster parent, grandparent, great grandparent, child, stepchild, foster child, or grandchild of the Employee or their spouse, domestic partner or cohabitant, and child-in-law, sibling, half-sibling, stepsibling, sibling-in-law, aunt, uncle, niece, nephew or first cousin; or any relative living in the immediate household of the Employee.

5.3.3 The Employee is entitled to five (5) days of bereavement leave, for the death of a spouse, domestic partner, child, to include stepchild, foster child, and pregnancy loss as defined by the Centers for Disease Control and Prevention (CDC), parent, stepparent, grandparent, grandchild, parent-in-law, child-in-law, or sibling.

5.3.3.1 At the Employee's request and with the approval of the Superintendent, the five (5) day leave may apply to other relatives.

5.3.3.2 The five (5) day of bereavement leave do not need to be consecutive but must be taken within three (3) months of the date of the family member's death.

5.3.3.4 If out of state travel is required due to a death of a member of the immediate family of the Employee seven (7) days with pay shall be granted.

5.3.3.4.1 For bereavement leave requiring out of state travel, the employee shall provide proof of travel, if requested by the Superintendent or designee. Proof of travel may include but is not limited to an airline, train, or bus ticket, gas receipt, lodging reservation, funeral notice or program, or obituary. Proof shall be provided by the employee within thirty (30) days of the bereavement leave.

5.3.3.5 Bereavement leave to attend the funeral of a close friend or relative not a member of the immediate family shall be granted to attend the funeral; one-half (1/2) day if the funeral is in the Monterey Peninsula area, and one (1) day if the funeral is elsewhere

5.3.3.6 Leave taken under provisions of this section shall not be deducted from any other leave.

5.4 Jury Duty and Witness Leave

5.4.1 Leave of absence for jury duty shall be granted to Employees. Request for jury service leave should be made by presenting the official court summons for jury service to the immediate supervisor. The Employee shall receive full pay while on leave.

5.4.1.1 The Employee shall collect a "Certificate Verifying Jury Service" form, or another verifying form, indicating that date(s) served and provide the form to the site office manager upon return to work.

5.4.1.2 Any fee paid to the employee as a result of jury service shall be assigned to the District.

5.4.2 Leave of Absence when served a subpoena to appear as a witness in a court case or administrative processing of another governmental jurisdiction shall be granted to Employees. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the immediate supervisor. The Employee shall receive full pay while on leave.

5.4.2.1 The Employee shall collect verification indication the date(s) served and provide it to the site office manager upon return to work.

5.4.2.2 Any related fee paid to the employee shall be assigned to the District.

5.4.3 An Employee who has received leave of absence under this rule shall report to work during their normal work hours when their presence is not required in court, or as agreed upon or directed by their immediate supervisor.

5.5 Absence for Examination

Every Employee in the classified service shall be permitted to be absent from their duties during working hours in order to take any examination for promotion in the District without deduction of pay or other penalty, provided that they gives two (2) days notice to their immediate supervisor.

5.6 Leave of Absence Without Pay

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

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

5.6.3 The granting of a leave of absence without pay gives the Employee the right to return to their position in the same status as at the inception of the leave.

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

5.6.5 If the Employee's classification has been abolished during the Employee's absence, they shall be laid off for lack of work and placed on the re-employment list for the class effective the date of termination of leave. The Employee may be returned to a vacant position in a classification at the same or a lower salary level for which they are qualified.

5.7 Leave of Absence for Study or Retraining

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

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

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

5.8 Personal Necessity Leave

5.8.1 During any school year an Employee may elect to use up to seven (7) days of accumulated sick leave benefits for personal necessity leave. (Ed. Code 45207)

5.8.2 Employees shall not be required to secure advance permission for leave taken for any of the following reasons:

5.8.2.1 Death or serious illness of a member of their immediate family. (See 5.3.2. for definition of immediate family.)

5.8.2.2 Accident involving their person or property, or the person or property of a member of their immediate family.

5.8.2.3 Appearance in any court.

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

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

5.9 Childbirth Leave (Ed. Code 45193)

Leaves of absence for disability caused by or contributed to by pregnancy, pregnancy loss, or childbirth shall be treated the same as leaves for illness, injury, or disability in that Employees shall have the right to use accumulated sick leave and the entitlement to additional sick leave (Article 5.1.13). Female Employees may be granted a leave of absence without pay during the child bearing period prior to being temporarily disabled as a result of the pregnancy. The length of the leave of absence, including the date on which the leave shall commence and the date on which the Employee shall resume duties, shall be determined by the Employee and the Employee's physician.

5.10 Parental Leave/Child Bonding

Qualified Employees shall be entitled to parental leave for the purpose of rearing their natural, adopted child, or foster child.

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

5.10.2 When using the entitlement to additional sick leave (Section 5.1.13) for paid parental leave, the employee must first exhaust their accrued sick leave before using the additional sick leave. Classified employees taking up to 12 weeks of parental leave must be paid no less than fifty percent (50%) of their salary.

5.10.3 Employees are entitled to up to twelve (12) weeks of this leave within one (1) year of the birth of child, adoption, or the start of foster care. If both parents work for the District, each is entitled to twelve (12) weeks of this leave. This leave does not have to be taken consecutively and may be taken

in two (2) week blocks, and on two (2) occasions, in smaller increment of time.

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

5.10.5 The one thousand two hundred fifty (1,250) hour requirement under CFRA and FMLA shall not apply to parental leave.

5.11 Child Rearing Leave

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

5.12 Military Leave

An Employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

5.13 Voting Leave

5.13.1 If an Employee does not have sufficient time outside working hours to vote in a statewide election, the Employee may, without loss of pay, take off up to two (2) hours to vote.

5.13.2 The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most time for voting and the least time off from the regular working shift, unless otherwise mutually agreed upon.

5.13.3 The Employee shall give their supervisor at least two (2) working days notice that time off for voting is required, in accordance with the provision of this section.

5.14 Break in Service

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

5.15 Family Medical Leave

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

5.15.1 Definitions

5.15.1.1 12 Month Period

means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

5.15.1.2 Child

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

5.15.1.3 Serious Health Condition

means an illness, injury, impairment, or physical or mental condition that involves:

5.15.1.3.1 Any period of incapacity or treatment in connection with a hospital, hospice or residential medical care facility;

5.15.1.3.2 Any period of incapacity requiring absence from work of more than three (3) calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider;

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

5.15.1.3.4 Prenatal care by a health care provider.

5.15.1.4 Continuing Treatments

means

5.15.1.4.1 Two (2) or more visits to a health care provider;

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

5.15.1.4.3 A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.

5.15.2 Employees Eligible for Leave

An Employee is eligible for leave if the Employee:

5.15.2.1 Has been employed for at least twelve (12) months; and

5.15.2.2 Has been employed for at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of the leave.

5.15.3 Reasons for Leave

Leave is only permitted for the following reasons:

5.15.3.1 The birth of a child or to care for a newborn of the Employee;

5.15.3.2 The placement of a child with the Employee in connection with the adoption or foster care of a child;

5.15.3.3 Leave to care for a child, parent, spouse, or domestic partner, or designated person who has a serious health condition;

5.15.3.3.1 A "designated person" means any individual whose association with the Employee is the equivalent of a family relationship.

5.15.3.3.2 The designated person is to be identified at the time the bargaining unit member requests leave.

5.15.3.4 Leave because of a serious health condition that makes the unit member unable to perform the functions of their position.

5.15.4 Amount of Leave

Eligible unit members are entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. A unit member's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

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

5.15.5 Unit Member Benefits While on Leave

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

5.15.6 Use of Other Accrued Leaves While on Leave

If a unit member uses leave for any reason permitted in 5.15.1.3.3 above they must exhaust all other accrued leaves (except sick leave) in connection with the leave. The exhaustion of other accrued leaves will run concurrently with the leave.

If a unit member requests leave for their own serious health condition, in addition to concurrently exhausting other accrued leaves, the unit member must also concurrently exhaust sick leave.

5.15.7 Medical Certification

An Employee who request leave for their own serious health condition or to care for a child, parent, a spouse/domestic partner, or designated person who has a serious health condition must provide written certification from the health care provider of the individual requiring care.

5.15.7.1 If the leave is requested because of the unit member's own serious health condition, the certification must include a statement that the unit member is unable to perform the essential functions of their position.

5.15.7.2 If the District has reason to doubt the validity of a certification, the District may require a medical opinion of a second health care provider chosen by the District. If the second opinion is different from the first, the District may require the opinion of a third provider jointly approved by the District and the unit member. The opinion of the third provider will be binding. The second and third opinions will be at the District's expense.

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

5.15.8 Unit Member Notice of Leave

Although the District recognizeds that emergencies arise which may require unit members to request immediate leave, unit members are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) days notice is required. In addition, if a unit member knows that they will need leave in the future, but does not know the exact date(s), e.g., for the birth of a child or to take care of a newborn, the unit member shall inform their supervisor as soon as possible that such leave will be needed.

5.15.9 Reinstatement upon Return from Leave

Upon expiration of leave, a unit member is entitled to be restored to the position of employment held when the leave commenced, or to an equivalent or comparable position.

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

5.15.10 Required Forms

Unit members must fill out the following applicable forms in connection with leave under this article:

5.15.10.1 Request for Family or Medical Leave form prepared by the District to be eligible for leave;

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

5.15.10.3 Authorization for payroll deductions for benefit plan coverage continuation; and

5.15.10.4 Fitness for duty to return from leave certification.

5.15.11 Rights of Employees upon Return from Leave

An Employee returning to duty following an approved leave of absence, paid or unpaid, shall be returned to the same position held prior to the leave, providing they have met the conditions under which the leave was granted and providing that position exists.

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

5.16 Catastrophic Leave

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

5.16.1 Definitions

5.16.1.1 Catastrophic Illness or Injury

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

5.16.1.2 Financial Hardship

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

5.16.1.3 Family Member

is a spouse, domestic partner registered with the state of California, a child or parent of the employee.

5.16.2 Donation of Catastrophic Leave

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

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

5.16.2.3 If there are more sick days or vacation days donated than needed to meet the amount necessary to complete the employee's request, the remaining unused sick days or vacation days shall be returned to the remaining unit members who have donated the sick or vacation

days.

5.16.2.4 Donation of catastrophic leave will remain confidential.

5.16.3 Request of Catastrophic Illness or Injury

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

5.16.3.2 CSEA and the District will consider the request on a case-by-case basis.

5.16.3.3 The Director of Human Resources or designee will send notification of the member's request to the bargaining unit employees.

VI - VACATION POLICIES

6.1 Vacation Leave

Paid vacation leave accrues as follows:

6.1.1 Employees with less than five (5) years of service earn 1.0 day per month worked.

6.1.2 Employees with at least five (5) but less than ten (10) years of service earn 1.25 days per month worked.

6.1.3 Employees with at least ten (10) years of service but less than fifteen (15) years earn 1.5 days per month worked.

6.1.4 Employees with fifteen (15) or more years of service earn 1.66 days per month worked.

6.1.5 Vacation leave for part-time Employees shall be prorated. The prorated leave shall be in the same ratio as the number of hours worked, to the nearest half hour, as compared to eight hours. For the purposes of this Article, a "day" is equal to your regular daily assignment.

6.1.6 Maximum Vacation Accumulation for Annual Employees:

6.1.6.1 Vacation Schedule**,** Employees may accumulate, without prior approval, one (1) year's prior vacation days, plus current year's vacation allotment. In the new fiscal year, the employees shall have only one year's worth of carryover vacation balance, plus the current year's allotment.

6.1.6.2 Employees may, with prior approval of their supervisor, carry over a maximum of two (2) years of earned vacation days from one school year (July 1 - June 30) to the next**,** providing that a request for use of at least one (1) year of vacation allotment is submitted by May 31st of the current year and the vacation is used by June 30th of the following year.

6.2 Vacation Schedules

6.2.1 Annual vacation schedules shall be established by mutual agreement between the Employee and his/her immediate supervisor by March 1 or within thirty (30) days after adoption of school calendar by Board of Education. The immediate supervisor shall respond in writing to the request on the appropriate form within twenty (20) working days of receiving the request.

6.2.2 Any days not scheduled in compliance with Section 6.2.1 shall be scheduled with at least thirty (30) days prior request. The immediate supervisor shall respond in writing to the request on the appropriate form within five (5) working days of the employee's request. If agreement cannot be

reached, the Superintendent's designee shall mediate a mutually acceptable time for the vacation period.

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

6.2.4 If for some unforeseen reason an Employee is not permitted to take his/her full annual vacation leave, the amount not taken shall accumulate for use in the next year. Again, days accumulated shall not exceed two (2) years of vacation days unless authorized by prior approval in accordance with Section 6.1.6.

6.2.5 If the total number of annual vacation days exceeds two (2) years of vacation days, the excess days shall be paid in full in September, unless carry over is authorized in accordance with Section 6.1.6.2.

6.2.6 The Employer's Human Resource Director shall annually review all vacation records by January 1.

6.3 Payment on Separation of Service

Upon separation from service, the Employee shall be entitled to lump sum compensation for all earned and unused vacation.

6.4 Annual Employee Vacation Schedule

If an Employer approved holiday falls within the Employee's annual vacation schedule the day shall not be charged against the Employee's accrued vacation days.

6.5 Accrued Leave Record

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

VII - HOLIDAYS

7.1 Unit member shall be entitled to the following paid holidays:

1. Independence Day	July
2. Labor Day	September
3. Veterans Day	November
4. Thanksgiving Day	November
5. Christmas Day	December
6. New Year's Day	January
7. Dr. Martin Luther King, Jr. Day	January
8. Lincoln Day	February
9. Washington Day	February
10. Memorial Day	May
11. Juneteenth Independence Day	June
12. Local Holiday	To be determined
13. Local Holiday	To be determined
14. Local Holiday	To be determined
15. Local Holiday	To be determined

7.1.1 Twelve and 11.5 month unit members shall be entitled to 15 paid holidays. All other unit members shall be entitled to 13 paid holidays each year.

7.1.2 When a holiday falls on a Saturday or Sunday, the holiday shall be observed on the preceding or following workday that is not a holiday.

7.1.3 The dates of the paid holidays shall be mutually agreed upon in writing by the District and CSEA each year. No holiday shall be scheduled on days when students are scheduled to attend school.

7.2 <u>Other Declared Holidays</u>

Each day declared by the President, Governor of the State, or the Board of Trustees as a public fast, mourning, thanksgiving, or holiday in which public schools shall be closed, shall be a paid holiday for classified employees.

7.3 <u>Holiday Eligibility</u>

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

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

7.4 Minimum Day

7.4.1 A minimum day is defined as a day in which students are released early for parent conferences at the elementary and middle school worksites. Classified unit members will work their regularly scheduled hours on a minimum day. If a unit member wishes to take time off on a minimum day, they must use an approved leave.

7.5 Shortened Day

7.5.1 A Shortened day is defined as a day in which students are released early District-wide prior to a break period (e.g. winter or summer break). Unit members shall be released from their regular work schedule early on the shortened day in accordance with the schedule in Section 7.5.2 of this Article.

7.5.2 Unit members shall be released according to the following schedule:

Unit Member's Hours per Day	**Early Release Time**
6.5 – 8 hours	2 hours 30 mins
4.5 – 6.49 hours	2 hours
2.01 – 4.49 hours	1 hour 15 mins
2 hours or less	45 mins

7.5.3 Any unit member who cannot be released from duty on these days shall be provided an equivalent amount of time on another day agreed upon by the unit member and their immediate supervisor.

7.5.4 Early release time on shortened days for unit members that work in multiple positions shall be based on their total number of work hours. The unit member and their supervisor(s) shall mutually agree on the release time schedule for each position as appropriate. In the event that the unit member and their supervisor(s) cannot come to a mutual agreement, a meeting with CSEA and Human Resources shall be held to determine the unit member's schedule.

7.5.5 Unit members who plan to take leave on the identified shortened day are eligible to combine their leave with the early release time. For example: A unit member who works eight (8) hours

and is scheduled to take vacation day on an identified shortened day will take five (5) hours and 30 minutes of vacation and two (2) hours and 30 minutes of early release time.

VIII - PROMOTIONS AND TRANSFERS

8.1 Promotion

8.1.1 Definition of Promotion

A change in job title that includes a higher pay range.

8.1.2 Announcement of Vacancies

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

8.1.2.1 Vacancy Notices

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

8.1.3 Upon Written Request

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

8.1.4 Filing

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

8.1.5 Promotional Opportunities

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

8.1.6 Salary Increase for Promotion

An Employee who receives a promotion to a class having a higher salary range within the same job title (i.e., Secretary I to Secretary II) shall be placed on the same step in the new class as he/she was in the class from which promoted. An Employee who is promoted to a class having a higher range

but with a different job title (i.e., Food Service I to Secretary I) shall be placed at the step that allows a minimum 5% increase. In no case shall there be less than a 5% raise. The Employee who has been selected shall receive the salary increase on his/her next paycheck.

8.1.7 Probationary Period

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

8.1.8 Promotion/Reversion

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

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

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

8.2 Transfers

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

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

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

8.2.4 Filling of Positions

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

8.2.5 Transfer Process

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

IX - EVALUATION PROCEDURES

9.1 General Provisions

9.1.1 Evaluations

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

9.1.1.1 Completion Dates for Evaluation

All regular Employees shall be evaluated by their immediate supervisors with input from the teacher, on the negotiated form (Appendix H) in accordance with the following schedule:

9.1.1.1.1 Probationary Employees – at least twice during the first six (6) months probationary period.

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

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

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

9.2 Procedure to be Followed

9.2.1 Involvement of Personnel

Staff members being evaluated shall be given a copy of the evaluation form and procedures page by their supervisor at the time they are notified of the evaluation conference. The Employee may complete a self-evaluation of their work on the negotiated form (Appendix H) and present it to their supervisor during the evaluation conference.

9.2.2 Evaluation Conference

9.2.2.1 Upon receipt of notice that an Employee needs to be evaluated the immediate supervisor shall set in advance an evaluation conference. A notice will be given at least two (2) weeks in advance.

9.2.2.2 During the conference, the supervisor and Employee shall review the goals established for the evaluation period just completed and any future goals.

9.2.2.3 Performance evaluation reports shall be made on Appendix H evaluation form, and shall be prepared by the Employee's immediate supervisor. Any "requires improvement" or "not satisfactory" portion of a summary evaluation shall require specific recommendations for improvements and provisions for assisting the Employee in implementing any recommendations made.

9.2.2.4 The immediate supervisor shall present the performance evaluation report to the Employee and discuss it with them. The evaluation form may be signed by the Employee and they shall be given a signed copy. The Employee shall have the right to review and respond in writing to any comments made prior to review by the administration.

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

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

9.3 Special Evaluations

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

9.4 Not Satisfactory Evaluation Procedure

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

9.5 Appeals

If the Employee is not satisfied with their performance evaluation and cannot resolve the problems with the supervisor, the Employee may request a hearing before the Employer's Director of Human Resources. The Employer's Director of Human Resources, along with an Association representative, shall review all necessary facts in the case and make appropriate recommendations to the Employee, the supervisor, and if necessary, the Superintendent. The Employee may file a grievance if any of the above procedures have been violated.

9.6 Personnel Files

The official personnel files of each classified Employee shall be maintained in the Human Resources

Office. No adverse action of any kind shall be taken against an Employee based upon materials which are not in the main personnel file.

9.7 Derogatory Material

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

9.8 Right to Access

An Employee shall have the right to a reasonable amount of time without loss of pay to examine and/or obtain copies of any material from the Employee's own personnel file with the exception of material that includes records which were obtained prior to the employment of the Employee involved. Employee files may be examined by an Association representative upon written permission by the Employee. (See Article 17.1)

X - GRIEVANCE PROCEDURE

10.1 Purpose

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

10.2 Grievance

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

10.3 Pre-Grievance Resolution

An Employee may meet with his immediate supervisor at a private conference in an attempt to resolve a complaint informally. The parties may wish to consult with conferees prior to the initial private conference. The complaint need not be in written form.

10.4 Grievance Fact Finding

An Employee and/or the Employer shall have an opportunity to gather documentation in support of a possible grievance.

10.5 Procedure for Grievance

Grievance shall be handled in the following manner:

10.5.1 Step 1

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

10.5.2 Step 2

An aggrieved Employee may present directly or through his/her Chapter representative his/her grievance to his/her immediate supervisor in writing within five (5) working days after Step 1. (See prescribed form, Appendix I) The immediate supervisor shall within three (3) working days after the submission of the grievance reduce to writing his/her response to the grievance. Written response to

the grievance shall be submitted to the aggrieved party and the Chapter representative within four (4) working days of the submission of the grievance.

10.5.3 Step 3

If the grievance is not satisfactorily adjusted by the immediate supervisor, or if the immediate supervisor fails to respond in accordance with Step 2, the Chapter representative may submit the grievance in writing to the next level of supervision within five (5) working days after the immediate supervisor fails to respond in accordance with Step 2. Within five (5) working days after the receipt of the grievance at Step 3, the next level of supervision shall hold a meeting at which the grievant, the Chapter representative and the immediate supervisor of the grievant shall be present to discuss and seek to resolve the grievance. The grievant and the Chapter representative shall be notified in writing of the response at Step 3 within two (2) working days after the meeting.

10.5.4 Step 4

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

10.5.5 Step 5

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

10.5.6 Step 6

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

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

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

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

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

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

10.5.6.6 The resolution of the Board shall be final.

10.6 Group Grievances

If the grievance involves Employees with different immediate supervisors, the grievance may be filed at Step 3. If the grievance involves Employees, not all of whom have the same supervision, the grievance may be submitted at Step 4.

10.7 Policy Grievances

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

10.8 Grievance Witness

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

10.9 Grievant Release Time

The grievant shall be entitled to prepare and write grievances during his/her regularly scheduled hours of work without loss of pay.

10.10 Grievance Processing During Regular Working Hours

The grievant and the Association representative shall be entitled to process a grievance during normal

working hours with no loss of pay or benefits.

10.11 Separate Grievance File

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

10.12 Definitions

10.12.1 Grievance

A complaint of an Employee, Employer or the Association invoking any violation of this Agreement.

10.12.2 Grievant

An Employee who files a grievance as defined in this Agreement.

10.12.3 Immediate Supervisor

An immediate supervisor is the manager or administrator of a program, department or site who, by job description, most directly supervises the Employee. (Note: the assignment of the immediate Supervisor is not negotiable).

For example

BASRP - District Designated Program Administrator; District Administrator during non school periods. Custodial - Site Administrator during school year; District Administrator during non school period. Food Service - School Nutrition Director during school year; District administrator during non school periods. Maintenance/Grounds - District Administrator Transportation - District Administrator

10.12.4 Working Day

Any day in which the District Office is open for business.

10.12.5 Conferee

Any person of the grievant's choice.

XI – LAYOFFS PORCEDURES

11.1 Layoffs

Classified unit members shall only be laid off for lack of work or lack of funds. Any layoff shall be accomplished in accordance with applicable law and this agreement.

11.2 Notice of Layoff

11.2.1 The District agrees to provide CSEA with at least thirty (30) days advance notice of any recommendation to lay off bargaining unit positions. In the event the District is unable to provide thirty (30) days advance notice due to some unforeseen circumstances, the District shall provide notice to CSEA as soon as practicable.

11.2.2 A written notice of layoff for the upcoming school year shall be given to affected unit members no later than March 15, except as set forth in section 11.2.3 below. Hearing right will be in accordance with the California Education Code.

11.2.3 If classified unit members are being laid off because of the expiration of a specially funded program, the District shall provide written notice of the layoff to the unit at least sixty (60) calendar days prior to the effective date of the layoff.

11.2.4. Copies of layoff notices shall be provided to CSEA.

11.3 Order of Layoff

The order of layoff shall be based on seniority within that class and higher classes served throughout the District. A unit member with the least seniority within the class plus higher classes shall be laid off first.

11.4 Seniority

11.4.1 Seniority shall be based on date of hire in a class plus higher classes. A unit member shall earn seniority in each classification in which they have worked.

11.4.2 Leaves: No District approved leave, paid or unpaid, voluntary or involuntary. shall be considered a break in service for the purpose of calculating seniority.

11.4.3 Reclassifications: If a unit member's position has been reclassified, seniority shall continue to accrue from the date of hire of the first position which was reclassified. When all positions in a classification are renamed or reclassified, each unit member's seniority shall continue to accrue as from the date of hire in the original classification.

11.4.4 Lateral changes in seniority: When an employee is hired into a classification that is at the same salary range as their current classification, they shall be considered to have worked in a higher class for purposes of calculating seniority.

11.4.5 Seniority Ties: Two (2) or more unit members with the same seniority date in a class shall have their tie broken.

11.4.5.1 Seniority ties shall be broken within 30 calendar days of hire.

11.4.5.2 Seniority ties shall be broken by drawing lots. A virtual randomizer shall be used to determine the order in which affected unit members shall draw their lot. The procedure to be implemented for drawing the lot shall be agreed to between CSEA and the District.

11.4.5.3 The District shall notify the CSEA President no less than three (3) workdays prior to the tie-breaking meeting. The affected unit members and representatives from both CSEA and the District shall be present to break the tie.

11.4.5.3.1 A unit member who cannot be present at the tie-breaking meeting may designate a representative. in writing. to attend in their place. If the unit member does not designate a representative. the CSEA representative shall serve as the employee's representative.

11.4.5.3.2 If there is no CSEA representative or designee available to attend, the tie-breaking meeting shall be rescheduled

11.4.5.4 The result of the tie-breaking shall be recorded in each affected employee's personnel file and on the seniority list

11.4.6 Seniority Roster: Human Resources shall maintain an updated seniority roster. The roster shall be available to CSEA upon request, within IO working days. The roster shall include the following information for each unit member:

- Name
- Each classification held
- Hire date in each classification held
- Employment end date in each classification held, if applicable
- Tie breaker rank, if applicable

- Reclassification date in each classification
- Class details: Work Year, Hours per day, Range

11.5 Bumping Rights of Laid Off Unit Members

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

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

11.5.3 To exercise bumping rights the Unit member must notify the Director of Human Resources in writing no later than five (5) working days after receiving notice of layoff which will include the unit member's options for bumping.

11.5.4 Bumping Options: Each unit member who is subject to layoff or bumping shall be provided with information about their options prior to making a decision in accordance with sections 11.5.1 and 11.5.2. This information shall include:

- Vacancies in each class where the unit member holds seniority;
- The position held by the least senior unit member in each class where the laid off unit member holds seniority providing that they hold more seniority than the least senior unit member in the class;
- The length of the workday, the work year. worksite, and any certifications required for each position listed.

11.5.5 Bumping Order: When more than one classification is affected by the elimination of positions which results in the layoff of a unit member, the order of bumping shall be as follows:

11.5.5.1 The unit member who is subject to layoff who has the most seniority in the highest classification (based on salary range) of those affected shall be given the first opportunity to make their decision in seniority order. The remaining unit members subject to layoff shall be given their opportunity to select based on descending seniority order, from the highest classification to the lowest.

11.5.5.2 In a layoff of two (2) or more unit members in the same classification, the Human Resources Department will call a meeting of the affected unit members and the CSEA President or designee at which the unit members will indicate their decision. This meeting shall take place before the effective date of layoff. Unit members may attend the meeting in person. virtually or by phone.

11.5.6 Other Options: lf a unit member receiving a layoff notice has no bumping rights, then the unit member may apply and shall be given preference to any vacancy for which they are well qualified before the District hires from outside. "Well qualified" shall be based on the District's regular hiring criteria for the classification in which the vacancy exists.

11.6. Layoff in Lieu of Bumping

A unit member who elects a layoff in lieu of bumping maintains their re-employment rights under this Agreement.

11.7. Retirement in Lieu of Layoff

11.7.1 A unit member may elect to accept a retirement in lieu of layoff. Such unit members shall complete and submit the requires form provided by the District no less than 10 workdays prior to the effective date of the propose layoff. The District shall notify the California Public Employees Retirement System (CalPERS) that the retirement was due to layoff.

11.7.2 A unit member who retires in lieu of layoff shall then be placed on the 39-month reemployment list and shall maintain their reemployment rights under this Agreement.

11.7.3 The District agrees that when an offer of reemployment is made to an eligible unit member who retired in lieu of layoff for lack of work or lack of funds and the District receives an acceptance of the offer within ten (10) workdays, the position shall not be filled by any other person until CalPERS has processed the request for reinstatement from retirement.

11.7.4 Aunit member subject to this section who retired and is eligible for reemployment and who declines an offer of reemployment equal to the position from which they were laid off shall be deemed to be permanently retired.

11.7.5 Any election to retire while on a reemployment list shall be considered retirement in lieu of layoff within the meaning of this section unless such classification is not in compliance with CalPERS laws and regulations.

11.8. Reemployment Rights

11.8.1 Laid off unit member are eligible for reemployment in the classification from which they are laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. The laid off unit member's reemployment shall take precedence over any other type of employment, defined or undefined in the Agreement.

11.8.2 Notification of Reemployment Opening: Any unit member who is laid off and is subsequently eligible for reemployment shall be notified by phone and in writing by the District of an opening. Such written notice shall be sent by email and certified mail. The District shall use the last phone number, email, and mailing addresses given to the district by the unit member. The District shall also provide a copy to CSEA.

11.8.3 Employee Notification to Employer

11.8.3.1 A unit member shall notify the District of their intent to accept or refuse reemployment, in writing, within five (5) working days following receipt of the reemployment notice. If the unit member accepts the reemployment offer, they must report to work within 10 working days following receipt of the reemployment notice.

11.8.3.2 A unit member given notice of reemployment need not accept the reemployment to maintain their eligibility on the reemployment list, provided the unit member notifies the District of their refusal of reemployment within 10 working days from the reemployment notices.

11.8.4 Reemployment in Highest Class: A unit member will be offered reemployment in the highest classification available in accordance with their seniority within the class. Unit members who accept a position lower than the position from which they were laid off shall retain their original 39-month rights to position from which they were laid off.

11.8.5 Unit members shall have the right to apply for other vacancies and promotional positions within the filing period specified in Article VIII, PROMOTIONS AND TRANSFERS of this Agreement and shall be considered an internal applicant using their seniority therein for a period of 39-months following layoff. A unit member on the reemployment list shall be notified of all promotional opportunities.

11.8.6 Unit members on a reemployment list shall be given priority consideration for service as a classified substitute at the appropriate substitute rate established by the District. The unit member shall maintain their eligibility on the reemployment list.

11.9. Voluntary Demotion or Voluntary Reduction in Hours or Transfer

11.9.1 Human Resources shall meet with CSEA and negotiate any voluntary demotion or voluntary reduction in hours in lieu of layoff.

11.9.2 At the time of layoff, a unit member may accept a voluntary demotion to a vacant position in a lower class or transfer to equal class. In the event the vacated position is reestablished within 39-months, the unit member shall be reinstated to that position. In the event a reduction in hours is negotiated, the affected unit member shall be considered to have been laid off and shall be entitled to all rights and procedures of this Article.

11.9.3. Unit members who take voluntary demotions or voluntary reductions in hours in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned shall be granted the same rights as unit member under Section 11.6 above and shall retain eligibility to be considered for reemployment for an additional 24-months, provided the unit member meets the qualifications in the job description.

11.9.4 Restricted Unit members, as defined by Education Code Sections 45105 and 45105.1 are not eligible for employment rights.

11.10. Reduction in Hours

Any reduction in regularly assigned time shall be negotiated.

11.11. Improper Layoff

Any unit member who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

11.12. Seniority During Involuntary Unpaid Status

Upon return to work, all time during which a unit member is in an involuntary unpaid status shall be counted for seniority purposes not to exceed 39-months, except that during such time the individual will not accrue vacation, sick leave, holidays, other leave benefits.

XII - DISCIPLINARY ACTIONS

12.1 Disciplinary action shall be based on facts, circumstance involved, and the severity of the unit member's conduct or performance. Discipline shall be commensurate with the offense. It is intended that progressive steps be utilized unless the District believes the incident is in such a nature that immediate or more severe action is appropriate, or where progressive steps are not likely to correct the conduct.

12.2 Progressive Discipline

12.2.1 Progressive discipline steps may be utilized to the extent permitted by individual circumstances. Progressive discipline may include, but is not limited to:

- Verbal warnings
- Written warnings (not placed in the unit member's personnel file);
- Letter of reprimand;
- Performance Improvement Plan

12.2.2 Unit Members should generally be given a reasonable period of time to correct any identified area of concern. The Chief Human Resources Officer or designee shall ensure proper training is provided to managers so that disciplinary actions are taken in a consistent manner and are appropriately documented.

12.2.3 When a unit member receives a written warning or letter of reprimand, they may submit a written response/rebuttal. The employee shall be given at least ten (10) working days to submit a response before the warning or letter is placed in their personnel file. The response shall be attached to the warning or reprimand materials in the unit member's personnel file.

12.2.4 The District reserves the right to bypass the progressive step(s) based on the seriousness of the conduct. When progressive steps are bypassed, any dispute regarding whether it should have been bypassed may be submitted to the Superintendent.

12.3 Causes for Disciplinary Action

Unit members may be disciplined for any of the following causes:

12.3.1 Discourteous treatment of the public or of fellow employees;

12.3.2 Unprofessional conduct;

12.3.3 Insubordination, including, but not limited to, refusal to perform assigned work without reasonable cause. No unit member shall be considered insubordinate for refusing to do an illegal or unsafe act;

12.3.4 Dishonesty or theft;

12.3.5 Possession or use of alcoholic beverages or narcotics on the job or reporting to work while intoxicated or under the influence of narcotics;

12.3.6 Conviction of any crimes of moral turpitude or sex offenses, and/or narcotics offenses as defined in Education Code 44010 and 44011;

12.3.7 Verbal or physical assault, threat to cause bodily harm;

12.3.8 Abandonment of position;

12.3.9 Unauthorized release of information concerning pupils;

12.3.10 Failure to submit required employment forms; falsifying or providing misleading information on application forms, examinations and employment records concerning material matters;

12.3.11 Failure to disclose material facts regarding the unit member's criminal records.

12.4 Disciplinary Procedure

12.4.1 If the District determines that progressive discipline has failed to correct behavior or if serious and willful violations warrant, the District may pursue formal disciplinary action against a permanent unit member for cause in accordance with Section 12.3 of this Article.

The following action may be taken as a result of due process:

- Dismissal;
- Suspension without pay;
- Involuntary Transfer;
- Involuntary demotion.

12.4.1.1 Disciplinary action may be initiated by the immediate supervisor and/or by the Superintendent or designee.

12.4.1.2 No unit member shall be suspended, demoted, dismissed, or in any way discriminated against because of his/her race, color, sex, national origin, ancestry, age, marital status, political beliefs or affiliations, religious acts, opinions or affiliations.

12.4.1.3 No disciplinary action shall be taken for any cause that occurred prior to the unit member becoming permanent, nor for any cause that occurred more than two (2) years before the date of the filing of the written notification of proposed disciplinary action unless.

12.4.2 Written Notification

12.4.2.1 A unit member who is to have formal disciplinary action taken against them shall be informed in writing. The statement of charges shall:

- Be written in ordinary and concise language and list the specific acts and omissions upon which the recommended disciplinary action is based;
- Include the cause(s) for the action taken and any rule(s) or regulation(s) violated;
- Identify the disciplinary action proposed to the Board;
- Include a statement that unit member has the right to representation and a right to an informal conference to respond to the charges within twenty (20) workdays after service of the written notice to the unit member

12.4.2.2 The initial written notice provided to a unit member shall be an unsigned copy of the proposed disciplinary action and the statement of charges.

12.4.2.3 A final written notice of disciplinary action and statement of charges provided to a unit member shall be signed and include a document for the unit member to demand a formal hearing and deny all charges. Failure to demand a formal hearing shall be deemed a waiver of the right to hearing and proposed discipline shall be imposed.

12.4.3 <u>Informal Conference (Skelly meeting)</u>

12.4.3.1 The informal conference consists of a meeting between the District's designee ("presiding official") and the unit member and/or their representative.

12.4.3.2 The District's presiding official shall be impartial and not a party to the statement of charges.

12.4.3.3 The presiding official is responsible for reviewing the statement of charges, informing the unit member in the meeting of the reasons for disciplinary action (charges), hearing from the unit member and giving them an opportunity to respond, and determining whether proposed discipline is appropriate.

12.4.3.4 Following the informal conference, the presiding official shall make a decision on the proposed disciplinary action. They may uphold the proposed discipline, reduce the proposed discipline, or dismiss the disciplinary action.

12.4.3.5 The presiding official shall provide the unit member, CSEA, and Human Resources with their decision, in writing.

12.4.3.6 A unit member shall continue on or be place on paid leave following the informal conference pending a decision from the formal hearing unless the presiding official determines that the employee engaged in criminal misconduct that presents a risk of harm to pupils, staff, or property, or committed habitual violations of the district's policies or regulations.

12.4.4 Formal Hearing

12.4.4.1 When presented with the signed statement of charges and proposed discipline, a unit member may request a formal hearing, in writing on a prescribed document, within five (5) working days after the service of the charges. The formal hearing request must be signed by the unit member and submitted to Human Resources which shall constitute a demand for a hearing and denial of all charges.

12.4.4.2 If the unit member does not request a hearing by the set date, disciplinary action may be taken without formal hearing.

12.4.4.3 The formal hearing shall be held within a reasonable period of time but not unless mutually agreed upon by both parties.

12.4.4.4 The employee may be represented at the hearing by a representative of their choice. If the representative or any witnesses required are employees of the District, they shall be released from duty to testify or represent with no loss of pay or benefits.

12.4.4.5 The hearing may be conducted before the Board of Education, which shall include findings of fact and determinations of issues. The Board may choose to use a hearing officer from the Office of Administrative Hearings who shall submit a written decision to the Board of Education, which shall include findings of fact, and determination of issues. A copy of the hearing officer's decision shall be sent to the Board, unit member, their representative, and to CSEA.

12.4.4.6 Results of the Formal Hearing

12.4.4.6.1 A confirmation of the written decision shall be sent to the unit member and CSEA, including the findings of fact and determination of issues.

12.4.4.6.2 The decision of the Board or the third-party hearing officer shall be final and binding upon all parties, except that it shall not deny the unit member further legal recourse.

12.4.4.7 A unit member who is dismissed from employment from the District shall have their name removed from all employment lists.

12.5 Grievance

The decision of the Board or a third-party officer shall not be grievable. However, an alleged violation of the discipline process shall be subject to grievance.

XIII - TRANSPORTATION EMPLOYEE TESTING

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

13.1 Safety-Sensitive Positions

13.1.1 Bus driver, substitute, probationary, permanent

13.1.2 Any other Employee hired to drive a commercial motor vehicle or otherwise falls under the provisions of the Act.

13.2 Act-Regulated Behaviors

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

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

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

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

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

13.2.6 Such Employees shall not refuse to submit to a post-accident alcohol or controlled substance test nor shall they refuse to submit to random or reasonable suspicion alcohol or controlled substance

tests. Not being readily available for such tests can be deemed a refusal.

13.2.7 Violation of these regulated behaviors can result in Employee discipline and/or dismissal.

13.3 Required Testing

13.3.1 Pre-employment - Federal regulation requires pre-employment drug and alcohol testing.

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

13.3.1.2 The applicant is responsible for the costs associated with pre-employment testing.

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

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

- Amphetamines and Methamphetamines
- Cocaine
- Cannabinoids (THC)
- Opiates (Narcotics)
- Phencyclidine (PCP)
- Alcohol

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

13.4 Disciplinary Action

13.4.1 If testing for alcohol is positive with a blood alcohol level between .02 and .039, the Employee shall receive a written warning concerning his/her problem. Additionally, the Employee shall be informed of any other actions which could follow and he/she shall be placed on sick leave for the remainder of the day. The Employee shall not return to duty until the next regularly assigned duty hours (24 hours). If the prohibited behavior continues the Employee will be referred to the

Assistance Superintendent for Business Services, who, after consultation with CSEA, may require the Employee to participate in the Employee Assistance Program. Re-testing shall occur within twenty-four hours prior to the Employee's return to work.

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

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

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

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

13.5 <u>Costs of Treatment/Rehabilitation</u>

13.5.1 The Employee shall be responsible for costs incurred as a result of participation in the Employee Assistance Program, therapy or counseling required by the provisions of this Act. The Driver may utilize the benefit component of any Employee assistance program that the Driver may have as an Employee of the Employer; however, the Driver shall be responsible for all deductibles, co-payments, limitations, etc., that may apply.

XIV - CONTRACTING OUT

14.1. Provisions

Contracting out work shall be in accordance with the provisions of the Education Code and applicable law.

14.2. Policy

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

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

XV - ORGANIZATIONAL SECURITY, AGENCY SHOP

15.1 Membership

15.1.1. District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires and anyone asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, 585 US _ (2018), 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 clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.

15.1.2. 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.

15.2. Dues Deduction

15.2.1 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

15.2.2. The District's managers, supervisors and confidential employees shall remain neutral and not instruct employees on the process to join or 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.

15.2.3. 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.

15.2.4. There shall be no charge by the employer to CSEA for regular membership dues deductions.

15.3. Other Deductions

15.3.1. The District shall, upon appropriate written authorization from any employees, deduct and make appropriate remittance for insurance premiums, credit union payments, charitable donations, or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.

15.4. Membership Information

15.4.1. Board shall continue policy of providing District information pertinent to bargaining procedure to Association.

15.4.2. 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.

15.5. Hold Harmless Provision

15.5.1 The Association shall indemnify, defend, and hold the District harmless from any and all claims, demands or suits, or any other action arising from the operation of this Article.

15.5.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed. 4.

XVI - DISTRICT RIGHTS

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

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

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

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

XVII - OTHER EMPLOYEE RIGHTS

17.1. Personnel Files

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

17.2. The No Child Left Behind Act

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

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

XVIII - SAVINGS PROVISIONS

18.1 If any provisions of this Agreement are held to be contrary to law by new legislation or by a court of competent jurisdiction or governmental administrative agency having authority over the provisions, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

18.2 At the request of either the District or CSEA, any section of this Agreement affected by a statutory enactment, a final court decision, or by a State or Federal regulation during the term of the Agreement shall be reopened for negotiations.

18.3 At the request of either the District or CSEA, subjects which are determined to be negotiable by statutory enactment or final court decision and which were not subjects previously negotiated shall be reopened for negotiations.

XIX - DURATION

The Pacific Grove Unified School District and the California School Employees Association agree to a three (3) year collective bargaining agreement according to the following provisions:

19.1 The term of this agreement shall be effective July I, 2023, through June 30, 2026.

19.2 This agreement shall remain in effect until a new successor agreement is negotiated and ratified by both parties.

19.3 For 2024-2025 and 2025-2026, each party shall have the right to re-open negotiations on Article II: Wages, Article Ill: Health & Welfare, and up to three (3) additional articles.

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

APPENDICES

APPENDIX A

Bargaining Unit Classifications and Salary Ranges

By Class Family

The classified bargaining unit consists of the following classifications:

Accounting	
Account Clerk I	34
Account Clerk III	39
Clerical	
Clerk III	33
Administrative Assistant II	35
Administrative Assistant III	37
Administrative Assistant IV	39
Office Manager	39
Administrative Specialist – Curriculum and Special Projects	40
Administrative Specialist – Maintenance, Operations and Transportation	40
Administrative Specialist – Special Education and Student Services	40
Facilities	
Custodian I	35
Custodian II	37
Utility Worker	37
Custodian III	38
Food Service	
Food Service Assistant I	28
Food Service Assistant II	30
Food Service Assistant III	31
Technology	
Information Technology Technician	35

Instructional Support	
Instructional Assistant I	30
Instructional Assistant – Special Education	31
Instructional Assistant - Title I	31
Library Media Technician II	33
Vocational Assistant - Culinary	34
Library Media Technician III	35
Paraprofessional - Special Needs	37
Maintenance and Operations	
Grounds	37
Maintenance II	43
Maintenance III	47
Student Services	
Noon Duty Supervisor	25
Recreation Attendant	26
Crossing Guard	27
Campus Supervisor	29
Recreation Leader	36
Healthcare Assistant	37
Recreation Coordinator/Leader	37
Career Center Technician	42
Transportation	
Bus Driver	38
Transportation Specialist	42
Service Mechanic	45

APPENDIX A

Bargaining Unit Classifications and Salary Ranges

Alphabetical Listing

The classified bargaining unit consists of the following classifications:

Classification	Range
Account Clerk I	34
Account Clerk III	39
Administrative Assistant II	35
Administrative Assistant III	37
Administrative Assistant IV	39
Administrative Specialist – Curriculum and Special Projects	40
Administrative Specialist – Maintenance, Operations and Transportation	40
Administrative Specialist – Special Education and Student Services	40
Bus Driver	38
Campus Supervisor	29
Career Center Technician	42
Clerk III	33
Crossing Guard	27
Custodian I	35
Custodian II	37
Custodian III	38
Food Service Assistant I	28
Food Service Assistant II	30
Food Service Assistant III	31
Grounds	37

Classification	Range
Healthcare Assistant	37
Information Technology Technician	35
Instructional Assistant – Special Education	31
Instructional Assistant - Title I	31
Instructional Assistant I	30
Library Media Tech II	33
Library Media Tech III	35
Maintenance II	43
Maintenance III	47
Noon Duty Supervisor	25
Office Manager	39
Paraprofessional - Special Needs	37
Recreation Attendant	26
Recreation Coordinator/Leader	37
Recreation Leader	36
Service Mechanic	45
Transportation Specialist	42
Utility Worker	37
Vocational Assistant - Culinary	34

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
2026/2027

173.33 hours a month

RANGE	A		B		C		D		E		F	
---------	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
20	3298	$19.03	3483	$20.09	3675	$21.20	3854	$22.24	4041	$23.31	4232	$24.42
21	3392	$19.57	3571	$20.60	3756	$21.67	3944	$22.75	4144	$23.91	4340	$25.04
22	3483	$20.09	3674	$21.20	3854	$22.24	4041	$23.31	4233	$24.42	4444	$25.64
23	3571	$20.60	3756	$21.67	3944	$22.75	4144	$23.91	4340	$25.04	4558	$26.30
24	3674	$21.20	3854	$22.24	4041	$23.31	4233	$24.42	4444	$25.64	4694	$27.08
25	3756	$21.67	3944	$22.75	4144	$23.91	4340	$25.04	4558	$26.30	4797	$27.68
26	3854	$22.24	4041	$23.31	4232	$24.42	4444	$25.64	4694	$27.08	4910	$28.33
27	3944	$22.75	4144	$23.91	4340	$25.04	4558	$26.30	4797	$27.68	5041	$29.08
28	4041	$23.31	4232	$24.42	4444	$25.64	4694	$27.08	4911	$28.33	5169	$29.82
29	4144	$23.91	4339	$25.03	4558	$26.30	4797	$27.68	5041	$29.08	5307	$30.62
30	4232	$24.42	4444	$25.64	4696	$27.09	4910	$28.33	5169	$29.82	5411	$31.22
31	4339	$25.03	4558	$26.30	4798	$27.68	5041	$29.08	5307	$30.62	5565	$32.11
32	4444	$25.64	4694	$27.08	4911	$28.33	5169	$29.82	5411	$31.22	5708	$32.93
33	4556	$26.29	4797	$27.68	5041	$29.08	5307	$30.62	5565	$32.11	5857	$33.79
34	4694	$27.08	4910	$28.33	5170	$29.83	5411	$31.22	5708	$32.93	6001	$34.62
35	4795	$27.66	5040	$29.08	5308	$30.62	5565	$32.11	5858	$33.80	6138	$35.41
36	4910	$28.33	5168	$29.82	5413	$31.23	5708	$32.93	6001	$34.62	6307	$36.39
37	5040	$29.08	5307	$30.62	5566	$32.11	5857	$33.79	6138	$35.41	6443	$37.17
38	5168	$29.82	5410	$31.21	5709	$32.94	6001	$34.62	6307	$36.39	6609	$38.13
39	5307	$30.62	5565	$32.11	5859	$33.80	6138	$35.41	6443	$37.17	6779	$39.11
40	5410	$31.21	5707	$32.93	6002	$34.63	6307	$36.39	6609	$38.13	6953	$40.11
41	5565	$32.11	5857	$33.79	6139	$35.42	6443	$37.17	6779	$39.11	7121	$41.08
42	5707	$32.93	6001	$34.62	6308	$36.39	6609	$38.13	6953	$40.11	7313	$42.19
43	5857	$33.79	6138	$35.41	6444	$37.18	6779	$39.11	7121	$41.08	7493	$43.23
44	6000	$34.62	6306	$36.38	6610	$38.14	6953	$40.11	7313	$42.19	7678	$44.30
45	6138	$35.41	6442	$37.17	6780	$39.12	7121	$41.08	7493	$43.23	7846	$45.27
46	6306	$36.38	6607	$38.12	6954	$40.12	7313	$42.19	7678	$44.30	8063	$46.52
47	6442	$37.17	6777	$39.10	7123	$41.10	7493	$43.23	7846	$45.27	8269	$47.71
48	6607	$38.12	6952	$40.11	7314	$42.20	7678	$44.30	8063	$46.52	8470	$48.87
49	6777	$39.10	7121	$41.08	7495	$43.24	7846	$45.27	8269	$47.71	8684	$50.10
50	6952	$40.11	7312	$42.19	7680	$44.31	8063	$46.52	8470	$48.87	8905	$51.38
51	7120	$41.08	7493	$43.23	7847	$45.27	8269	$47.71	8684	$50.10	9118	$52.60
52	7312	$42.19	7677	$44.29	8066	$46.54	8470	$48.87	8905	$51.38	9356	$53.98
53	7492	$43.22	7845	$45.26	8271	$47.72	8684	$50.10	9119	$52.61	9574	$55.24
54	7677	$44.29	8062	$46.51	8473	$48.88	8905	$51.38	9356	$53.98	9832	$56.72
55	7845	$45.26	8268	$47.70	8686	$50.11	9118	$52.60	9574	$55.24	10083	$58.17
56	8062	$46.51	8469	$48.86	8907	$51.39	9356	$53.98	9834	$56.74	10326	$59.57
57	8268	$47.70	8683	$50.10	9120	$52.62	9574	$55.24	10083	$58.17	10567	$60.96
58	8469	$48.86	8905	$51.38	9359	$54.00	9834	$56.74	10328	$59.59	10829	$62.48
59	8683	$50.10	9118	$52.60	9578	$55.26	10083	$58.17	10569	$60.98	11100	$64.04

Long. inc.of 3% for 10, 15, 20 & 25 years, granted on anniversary of initial date of employment
Inc. 2% eff. 7-1-2002, 3.13% inc. eff. 7-1-2003, 04/05 inc.added to employee benefits.
Inc. of 5.36% eff. 7-1-2005. Inc. of 5% eff. 7-1-2006, Inc. of 3.69% eff. 7-1-2007
Inc.of 2.0% eff. 7-1-2008, Inc. 1.4% eff.7-1-2010, Inc. of 0.7% eff. 7-1-2011
Inc.of 1.45% eff.7-1-12, 2.5% eff.7-1-13, 2.5% eff 7-1-14, 3.5% eff.7-1-15,3.5% eff.7-1-16
Eff. July 1, 2013 salaries increased 7% and employees will pay their own PERS contribution
3% Eff. July 1, 2017 - 02/01/2018 .5% added= 3.5% eff 07/01/2017, eff 07/01/2018 3.2%
2.21% Base Salary inc. eff 7/1/19, 3% Base Salary inc. eff 7/1/2020
Eff 7/1/2021 5% Base Salary inc. and $1200/yr. H&W inc. 5% Base Salary inc eff 7/1/2022
and $1000/yr. H&W inc. eff 7/1/22
Eff 7/1/2023 3.25% salary inc. Eff 7/1/23 H&W increase of $3718.78 for a total of $12223.78

2024/25 - Effective 7/1/24 0% Salary Increase, 0% Health & Welfare Increase. Longevity is now an add-on that compunds. 5% 10 yrs. 10.25% 15 yrs. 15.76% 20 yrs. 21.55% 25 yrs. Negotiate 24/25 on this. - Employees hired prior to 4/9/25 grandfathered in to compounding longevity, those hired after 4/9/25 are a flat 5, 10, 15, 20% per signed TA 4/9/25
2025/26 - Effective 7/1/25 2% Salary Increase, .5% Increase to Health & Welfare ($1441)
2026/27 - Effective 7/1/26 2% Salary Increase, .5% Increase to Health & Welfare ($1487)

8-18-2026
Date

Joshua Jorn, Assistant Superintendent

SUGGESTED AREAS FOR PROFESSIONAL GROWTH COURSES

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

Work Related Studies (Revised 12/06)

Area 1: Courses open to all employees regardless of current job assignment:

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

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

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

Area 3: Courses open to Food Service Families:

- Food Safety Certification
- Food Service Management

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

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

Area 5: Courses open to Administrative and Clerical Families:

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Professional Growth Credit Form for Classified Employees

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

Name _____ Date _____

Applicant School/Department _____ Position _____

Course/Workshop Title and Number _____ Units _____ Hours _____

Name of School Where Course is Given _____ Beginning/Ending Dates of Course _____

Course Description (Attach Copy of Catalog or Course Offering):

_____

_____

Work Related (check one) Yes _____ No _____

If Work Related, Please Explain Why: _____

_____

Supervisor's Comments: _____

_____

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

COMMITTEE ACTION

Date of Action _____ Units/Hours Approved _____ Work [ ] General [ ]

Comments: _____

_____

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Decimal Equivalents of Average Daily Hours Worked to Monthly Salary

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

CLASSIFIED ABSENCE REPORT

Employee: _____ Date(s) Absent: _____

School or Work Center: _____

CHECK REASON FOR ABSENCE AND EXPLAIN IN SPACE PROVIDED:

_____ Sick Leave

_____ Industrial Accident or Illness Leave

_____ Bereavement Leave

_____ Jury Duty or Witness Leave

_____ Absence for Promotional Examination

_____ Leave of Absence without Pay

_____ Leave of Absence for Study or Retraining

_____ Personal Necessity Leave

_____ Childbirth Leave

_____ Child Rearing Leave

_____ Vacation Leave

_____ Military Leave

_____ Voting Leave

_____ Other _____

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

Approved ☐ Disapproved ☐

_____ _____

Employee's Signature Date Supervisor's Signature Date

REQUEST FOR
PERSONAL NECESSITY LEAVE
or
VACATION LEAVE

To: Superintendent (site principal) or designee.

From: _____ (Employee)

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

A. ____ _____

_____

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

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

_____
Signature of Employee

☐ **VACATION LEAVE** is requested on _____ (date/dates)

_____
Signature of Employee

To: _____

From: Immediate Supervisor

Your request is: Approved ☐ Disapproved ☐

_____
Signature of Superintendent or Designee

Click to clear ALL Fields

PGUSD PERFORMANCE EVALUATION REPORT
Classified Personnel

Employee Name	
Classification	
If unscheduled report check here ☐	

Location	Click arrow or enter text here
Employee Status	
Due Date	

Section A

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

Checks in Column (a or b) must be explained in Section F

Section B

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

Checks in Column (a or b) must be explained in Section F

Revised: 1/10/06

Instructions for use of the Performance Evaluation Report Form:

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

1. Markings and comments shall be typed or written in ink. ALL SIGNATURES shall be in ink.
2. If space for comments is inadequate, similarly dated and signed attachments may be made (either typewritten or in ink).
3. Due dates shall be observed per the contract, and are particularly important for final probationary reports.
4. Probationary Employees shall be evaluated by their immediate supervisor at least twice during the first six (6) months or 130 days of paid service (whichever is longer). Promotional Probationary Employees shall be evaluated by their immediate supervisor at least twice during the six month probationary period.
5. Permanent Employees shall be evaluated by their immediate supervisor at least once every two years, and within three months of the employees anniversary date.
6. Special Evaluations may be requested by the employee one time within the two year evaluation period. A supervisor may issue a special evaluation at any time.
7. All performance evaluation reports in an employee's personnel file are subject to review by the principal or manager whenever an employee is requesting promotion or transfer.

Original to Human Resources. Copy to Employee

PERFORMANCE EVALUATION REPORT

Classified Personnel

Page 2

Section C	Record job **STRENGTHS** & superior performance.
Section D	Record **PROGRESS ACHIEVED** in attaining previously set goals that support the Employee's work
List previously set goals here:	
Section E	Record specific **GOALS** or supplemental professional to be undertaken during the next evaluation period that support the Employee's work.
Section F	ob behavior requiring improvement or correction, record specific areas for growth. (Explain checks in column a and/or b)
Section G	Record summary of employee's **OVERALL JOB PERFORMANCE**.

Summary Evaluation – Check Overall Performance

☐ **Not Satisfactory** (Can only be marked following a "requires improvement" summary evaluation) (Re-evaluate in 30 days)	☐ **Requires Improvement** (Re-evaluate in 30 days) (Not eligible for promotion/transfer)	☐ **Effective – Meets Requirements** (Eligible for promotion/transfer)	☐ **Exceeds Requirements** (Eligible for promotion/transfer)

PROBATIONARY EMPLOYEE: ☐ I DO ☐ I DO NOT recommend this employee to be granted permanent status.

Date:

Evaluator's Signature:

Evaluator's Signature: Date:

Employee: I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement. A statement ☐ is ☐ is not appended hereto.

Employee's Signature Date:

Instructions for use: Performance Evaluation Report Form

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6. Special Evaluations may be requested by the employee one time within the two year evaluation period. A supervisor may issue a special evaluation at any time.
7. All performance evaluation reports in an employee's personnel file are subject to review by the principal or manager whenever an employee is requesting promotion or transfer.

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

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

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

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

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

Section G: Summarize overall job performance.

Instructions for use of the Performance Evaluation Report Form:
Continued

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

> **Not Satisfactory**: Performance clearly inadequate in one or more critical factors as explained or demonstrated in Section F. Employee has demonstrated inability or unwillingness to improve or to meet requirements. Performance not acceptable for position held. (Note: Such summary evaluation bars the employee from promotions or transfers for one year.)
>
> **Requires Improvement**: Total performance periodically or regularly falls short of normal requirements. Specific deficiencies should be noted in Section F. This evaluation indicates the supervisor's belief that the employee can and will make the necessary improvements. Employee will be re-evaluated in 30 days.
>
> **Effective – Meets Requirements**: Consistently competent performance meeting or exceeding requirements in all critical factors for this position. If margin is narrow and standards barely met, explain in Section E. Most employees would be rated in this category.
>
> **Exceeds Requirements**: Total performance is well above normal requirements for the position. This evaluation should be reflected by marks for critical factors in Sections A and B, and superior or excellent performance should be noted in Section C.

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED EMPLOYEE GRIEVANCE FORM

Name _____ Title _____
School or Location _____ Date _____

Description of alleged grievance:

Section of contract applicable:

Adverse effect on grievant:

Remedy requested:

_____ _____
Date of receipt of grievance form Signature

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Classified Computation of Work Days for 2026-2027

365 = days in one year

104 = weekend days

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

1 unpaid day designated as December 23, 2026 due to work year exceeding contract days

260 contract days

12 Month Classified Employee 260 contract days per year - 15 holidays = 245 work days · Unpaid day designated as December 23, 2026 · Pay Schedule is 12 checks over 12 months	**Maintenance, Grounds, Custodians, Utility** **Bus Driver, Transporation Specilaist (MOT)** **Admin. Specialist (MOT), Mechanic** **Acct. Clerk III (DO), Confidential (DO)**
11.5 Month Classified Employee 250 contract days per year - 15 holidays = 235 work days · Unpaid day designated as December 23, 2026 · October Break are non-work days · Spring Break are non-work days · Pay Schedule is 12 checks over 12 months	**Admin. Assist. IV (ADE)** **Clerk III (ADE)**
11 Month Classified Employee 11 months x 21.67 wd/m = 238 wd/y - 13 holidays = 225 work days · Vacation time can be used during Winter, February, October & Spring Breaks · Pay Schedule is 12 equal checks July through June · Unpaid day designated as December 23, 2026 · Start July 14, 2026 - Last day June 11, 2027	**Admin. Assist. IV (HS)** **Admin. Assist. III (HS)** **Admin. Assist. II Counseling (HS)** **Library Media Tech. III (HS)** **Clerk III (HS), Account Clerk I (HS)**
10.75 Month Classified Employee 10.75 months x 21.67 wd/m = 233 wd/y - 13 holidays = 220 work days · October Break are non-work days · Pay Schedule is 12 equal checks July through June · Unpaid day designated as December 23, 2026 · Start July 14, 2026 - Last day June 11, 2027	**Office Manager (FG, RHD)** **Admin. Assist. IV (MS)**
10.5 Month Classified Employee 10.5 months x 21.67 wd/m = 228 wd/y - 13 holidays = 215 work days · October Break are non-work days · Pay Schedule is 12 equal checks July through June · Unpaid day designated as December 23, 2026 · Start July 14, 2026 - Last day June 4, 2027	**Personnel Specialist (HR)** **Admin. Specialist (Sped, Curriculum)** **Admin. Assist. II (CHS)** **Admin. Assist. II CTE (HS)** **Clerk III (MS)** **Career Tech. (HS), IT Technician (ADE)**
10 Month Classified Employee 10 months x 21.67 wd/m = 217 wd/y - 13 holidays = 204 work days · October Break = non-working days · Pay Schedule = 12 equal checks July through June · Unpaid day designated as December 23, 2026 · Start July 29, 2026 - Last day June 4, 2027	**Recreation Coord.** **Recreation Leader** **IT Technician (HS, MS, RHD, FGE)**
190 Day Classified Employee · All Breaks Off - Work student days + 5 days before school + 5 after school · Pay Schedule is 12 equal checks July through June · Start July 29, 2026 - Last day June 7, 2027	**Clerk III (RHD, FGE)**
185 Day Classified Employee · All Breaks Off ~ Work student days + 5 days before school or after school · Pay Schedule is 11 equal checks August through June (see payroll to sign up for 12 month deferred Pay)	**Library Media Tech. II (MS, RHD, FGE)**

· Start August 3, 2026 - Last day June 3, 2027	
180 Day Classified Employee	**Instructional Assist., Voc. Assist., Noon Duty**
· All Breaks Off ~ Work student days ONLY	**Campus Supervisor, Para., Recreation Attend.**
· Pay Schedule is 10 equal checks August through May (see payroll to sign up for 12 month deferred Pay)	**Healthcare Assist., Crossing Guard**
· Start August 5, 2026 - Last day May 28, 2027	**Food Service, Admin. Assist. (FS)**

Classified Computation of Work Days for 2026-2027 for those who follow the Adult Education Calendars	
PACIFIC GROVE ADULT EDUCATION CALENDARS	
Pacific Grove Adult School	
· All Breaks Off ~ Work student days	**Adults with Disabilities Instructional Assistants**
· Pay Schedule is 12 equal checks July through June	**Career Technician**
· Unpaid day designated as December 23, 2026	
· Start July 6, 2026 - Last day June 12, 2027	
PGAE Child Development Center	
· All Breaks Off ~ Work student days and Professional Development days	**CDC Instructional Assistants**
· Pay Schedule is 12 equal checks July through June	
· Unpaid day designated as December 23, 2026	
· Start July 6, 2026 - Last day June 9, 2027	

Classified Holiday Schedule
2026 - 2027

The paid holidays for classified bargaining unit members for 2025-2026 are listed below:

Friday	July 3, 2026	Independence Day
Monday	September 7, 2026	Labor Day
Wednesday	November 11, 2026	Veterans Day
Thursday	November 26, 2026	Thanksgiving Day
Friday	November 27, 2026	Local Holiday
Thursday	December 24, 2026	Local Holiday
Friday	December 25, 2026	Christmas Day
Thursday	December 31, 2026	Local Holiday
Friday	January 1, 2027	New Year's Day
Monday	January 18, 2027	Dr. Martin Luther King Jr. Day
Monday	February 15, 2027	Washington Day
Tuesday	February 16, 2027	Lincoln Day
Wednesday	February 17, 2027	Local Holiday
Monday	May 31, 2027	Memorial Day
Friday	June 18, 2027	Juneteenth National Independence Day

Administration of Emergency Anti-Seizure Medication

The District may have students who have seizures, a seizure disorder, or epilepsy and have been prescribed anti-seizure medication by their health care provider. Pursuant to Seizure Safe Schools Act (Education Code section 49468.2), unit member volunteers ("volunteers") may administer emergency anti-seizure medication to students.

L.1 General Information and Requirements

In order for any unit member to be asked to volunteer and to volunteer to administer emergency anti-seizure medication, all of the following conditions must be met:

L.1.1 A written request/authorization from the parent or guardian must be received prior to administering the anti-seizure medication to their child and provide a signed notice verifying a nonmedical professional may administer their prescribed emergency anti-seizure medication.

L.1.2 Written authorization from the pupil's health care-provider must be received by the District which includes all of the following: (1) the pupil's name; (2) the name and purpose of the medication; (3) the prescribed dosage; (4) detailed seizure symptoms, including frequency, type, or length of seizures that identify when the administration of an emergency anti-seizure medication becomes necessary; (4) the method of administration; (5) the frequency with which the medication may be administered; and (6) the circumstances under which the medication may be administered; and (7) any potential adverse responses by the pupil and recommended mitigation actions, including when to call emergency services.

L.1.3 The District shall provide a student's seizure action plan to the volunteer;

L.1.4 A protocol shall be established to inform the volunteer of any anti-seizure medication given to the student outside of school;

L.1.5 Training must be provided to volunteer(s).

L.2 Incentive Pay:

L.2.1 To receive incentive pay for administering emergency anti-seizure medication, unit members must volunteer, complete training, and be assigned to a student.

L.2.2 Unit member volunteers shall be paid a flat rate of $200.00 per month, per student, for each month the student is in attendance.

L.2.3 Unit members who complete training prior to the 15th of the month will receive the full stipend for that month. Employees who are trained after the 15th of the month will receive one-half of the stipend for that month.

L.2.4 The incentive pay shall begin no later than the month following the completion of training.

L.2.5 Volunteers may rescind their offer to administer anti-seizure medication at any time. The volunteer shall provide coverage for 15 additional workdays to provide the District with sufficient time to secure and train a new volunteer.

L.3 Unit Member Volunteers

L.3.1 Any agreement with classified unit members to provide emergency medical assistance to students with seizures, a seizure disorder, or epilepsy shall be voluntary.

A unit member who does not volunteer, who has not been trained, or whose training is not current shall not be asked or required to provide this emergency medical assistance.

L.3.2 Unit members who volunteer and then is assigned to a student shall be trained to administer emergency anti-seizure medication. Unit members may be assigned to multiple students without limitations.

L.3.3 If the District is required to provide home-to-school transportation for an affected student or they participate in after-school athletics or activities, then the District may seek additional volunteers for coverage outside of regular school hours or locations.

L.3.4 Notice to Request Volunteers:

L.3.4.1 The request for volunteers shall be sent by email, along with a hard copy of the notice in staff boxes, no more than two (2) times per school year, per student. Notices shall be sent at the beginning of the school year for continuing students and/or upon request from a parent or guardian for the school to administer emergency anti-seizure medication to their child. When the District no longer has access to a trained/assigned volunteer, or a volunteer rescinds their volunteer status two (2) additional notices may be distributed. Notices shall be sent to all unit members at the student's school site or other program.

L.3.4.2 The notice shall:

- Request volunteers to be trained to recognize and respond to seizures;
- Identify that participation in the program is voluntary;
- Identify that an employee shall not be disciplined or retaliated against for not volunteering;
- Provide information about training and subjects covered;
- Rescission information; and
- Direction on how to volunteer.

L.4 Training:

L.4.1 The District shall provide volunteers with training from a licensed healthcare professional on the administration of anti-seizure medication and the assigned student's seizure action plan.

L.4.1.1 A licensed healthcare professional is a physician or surgeon, physician's assistant, a credentialed school nurse, a registered nurse, or a certified public health certificated nurse.

L.4.2 Procedural instructions shall be outlined in writing by the licensed healthcare professional and provided to the volunteer. All written materials used in the training shall be retained at the school site and be available to the trained volunteer upon request.

L.4.3 Volunteers shall be trained in:

- Recognition and treatment of different types of seizures; and
- Administration, or assisting with self-administration of, and storage of anti-seizure medication; and
- Basic emergency follow-up procedures including, but not limited to, the plan for calling emergency 911 and contacting the student's parent or guardian; and
- The student's seizure action plan including, but not limited to, protocol for observation after the administration of emergency anti-seizure medication; and
- Techniques and procedures to ensure student privacy; and

L.4.4 If and when the State Department of Education develops a list of best practices in training classified employees in administering anti-seizure medication, such practices shall be followed by the District.

L.4.5 Training shall be required annually.

L.4.6 Training shall be provided during the volunteer's regular working hours. Any required time beyond the unit member's normally scheduled work hours is subject to payment as extra time or overtime according to the Parties' collective bargaining agreement.

L.4.7 Records, including a spreadsheet with the names of trained staff members, dates of their training, names of trainers, school site, and volunteer assignment, will be maintained by the District. Records shall also be shared with Human Resources, kept at the school site health office for reference, and made available to CSEA upon request.

L.5 Contact with Emergency First Responders and Parents

The volunteer who administers emergency anti-seizure medication shall not be responsible for calling emergency first responders or contacting the parent or guardian of the student. The District will identify an administrator who shall fulfill these requirements at each site. The designated administrator shall also notify the District nurse. If no school nurse is assigned, the superintendent or designee must be notified whenever anti-seizure medication is administered.

L.6 Medication and Equipment

The District shall develop and implement a plan and procedure for the storage of each student's emergency anti-seizure medication and appropriate privacy equipment kits such that the medication and kits are immediately available to the volunteer(s).

L.7 Indemnification

Volunteers shall be provided defense and indemnification by the District for any and all civil liability including punitive damages as provided by State law. This information shall be reduced to writing, provided to the volunteer at the time of training, and retained in the volunteer's personnel file. If a unit member is sued in the performance of administering emergency anti-seizure medication, the District shall defend the lawsuit and pay all expenses and damages and hold the employee harmless as provided by State law.

L.8 Intimidation

The District shall not directly or indirectly use or attempt to use its authority or influence for the purpose of intimidating, threatening, coercing or attempting to intimidate, threaten or coerce any employee who does not choose to volunteer. Unit members who do not volunteer to be trained may not be disciplined, laid off, have their hours reduced, or otherwise be penalized for not volunteering to administer emergency anti-seizure medications.

Bilingual/Biliterate Incentive - Responsibilities

The following chart includes examples of tasks that may be performed by employees receiving a bilingual and biliterate incentive. (See Article II Wages, section 2.18)

	Examples of tasks that may or may not be required	**Level I Bilingual**	**Level II Biliterate**
1.	Personnel meetings (disciplinary, worker's comp and related internal meetings)	Yes	Yes
2.	Informal conversation in person or on the phone with parents or the public, in a second language (protocols and information provided by administrator or teacher)	Yes	Yes
3.	Meetings with parent(s) or guardian(s) (eg.: discipline; excluding IEPs, 504 and other legally required meetings)	Yes	Yes
4.	Translating basic correspondence and forms (flyers, agendas, general emails)	No	Yes
5.	Home visits requiring more complex verbal interaction with parent(s), student(s)	No	Yes
6.	Translating Legal Documents (excluding IEPs, 504 and other Special Education legal documents)	No	Yes
7.	Student related meetings pertaining to legal issues such as IEPs, 504 and discipline	No	Yes
8.	Translate complex documents (including meeting minutes, field trip forms)	No	Yes
9.	Simultaneous Interpreting	No	No
10.	Translating IEPs, Occupational and Mental Health Therapist reports	No	No
11.	Interpreting for Board of Education Meetings	No	No

END OF CONTRACT