

MASTER CONTRACT AGREEMENT

between

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

July 1, 2020 – June 30, 2023

TENTATIVE AGREEMENT

The Pacific Grove Unified School District and
the California School Employees Association and its Chapter 229

TENTATIVE AGREEMENT
Reopener Negotiations 2022-2023

May 9, 2022

The Pacific Grove Unified School District ("District") and the California School Employees Association, and its Chapter 229 ("CSEA"), together known as "the Parties," agree to the following in resolution of reopener negotiations for 2022-2023.

1. **Article I – General Provisions of the Contract**

Article I with changes to sections G and H of General Provisions of the Contract is attached.

2. **Article II – Wages and Article III - Health and Welfare Benefits**

The Tentative Agreement Article 2 Wages and Article III Health and Welfare Benefits signed 5/8/23 outlines changes for 2022-2023 and is attached hereto.

3. **Article III – Health and Welfare Benefits**

Article III with changes to sections A and A.1 of Health and Welfare Benefits for 2022-2023 is attached.

4. **Article IV – Hours of Employment**

Article IV with changes to sections B and D of Hours of Employment is attached.

5. **Article V – Leave Policies**

Article V with changes to Leaves Policies is attached.

6. **Article XI – Employee Layoff/Change In Assigned Time**

Article XI with changes to Employee Layoff/Change in Assigned Time is attached.

7. **Article IX – Evaluation Procedure**

Article IX with changes to Evaluation Procedure, including changes to the evaluation form in Appendix H, is attached.

The Parties agree that the above agreements shall be incorporated into the collective bargaining agreement. This Tentative Agreement, in its entirety, is subject to ratification by CSEA's Chapter 229 and adoption by the PGUSD Board of Trustees.

Dated: 5/9/23

For the District:

Joshua Jörn
5C92D734B411426...

Joshua Jörn, Assistant Superintendent,

Business Services

Billie Mankey
6E504A702361486...

Billie Mankey, Director II, Human Resources

For CSEA Chapter 229:

Leslie Ternullo
6629229A496140B...

Leslie Ternullo, Chapter President/Negotiations

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Greg Kelley
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Greg Kelley, Vice President/Negotiations

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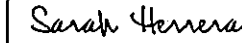
Nargess Akhavi, Negotiations

DocuSigned by:




Jill Houston, Negotiations

DocuSigned by:



Sarah Herrera, Labor Relations Representative



**Pacific Grove Unified School District and
the California School Employees Association and its Chapter 229**

May 9, 2023

The Pacific Grove Unified School ("District") and the California School Employees Association and its Chapter 229 ("CSEA"), hereby agree to the following terms to settle negotiations for Article I: General Provisions of the Agreement. All other sections of the article remain unchanged.

**ARTICLE I
GENERAL PROVISIONS OF THE AGREEMENT**

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

H. Duration: This agreement shall be effective July 1, ~~2019~~ 2020, through June 30, 2023 except that the District and Association may exercise an option to re-open negotiations for the ~~2020-2021 and 2021-2022~~ and 2022-2023 contract years for total compensation adjustment and any mutually agreed upon item.

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

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**Pacific Grove Unified School District and
the California School Employees Association and its Chapter 229**

TENTATIVE AGREEMENT

May 8, 2023

The Pacific Grove Unified School ("District") and the California School Employees Association and its Chapter 229 ("CSEA"), collectively referred to as "The Parties," hereby agree to the following terms to settle negotiations for Article II: Wages and Article III: Health and Welfare Benefits:

Article II: Wages

1. The 2021-2022 Classified Salary Schedule shall be increased by five percent (5%) for the 2022-2023 fiscal year, effective July 1, 2022.
2. Employees in active status on the date of CSEA ratification of this Agreement and bargaining unit members who retire during the 2022-2023 fiscal year shall be eligible for the retroactive increase.

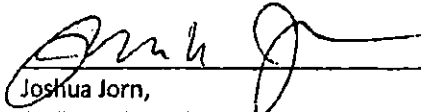
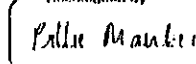
Article III: Health and Welfare Benefits

1. The Parties agree to increase the District's contribution towards health insurance by \$1000.00 per year from \$7,425.36 to \$8,425.36 per year. This increase shall be effective July 1, 2022.

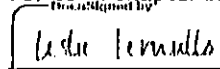

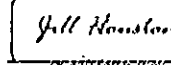
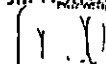
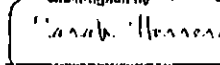
Retroactive compensation for wages and health insurance benefits from July 1, 2022 shall be paid within 60 days of the signing of this Agreement. Compensation shall be inclusive of, but not limited to, all paid time, professional growth, and longevity.

This Tentative Agreement shall be effective upon ratification by CSEA Pacific Grove Chapter 229 and adoption by the Pacific Grove Unified School District Board of Trustees.

For the District:


Joshua Jorn,
Assistant Superintendent, Business Services

Billie Mankey, Director II, Human Resources

For CSEA Chapter 229


Leslie Ternullo, President/Negotiations Team

Greg Kelley, Vice President/Negotiations Team

Jill Houston, Negotiations Team

Nargess Akhavi, Negotiations Team

Sarah Herrera, Labor Relations Representative

Date Signed: 5/8/2023



**Pacific Grove Unified School District and
the California School Employees Association and its Chapter 229**

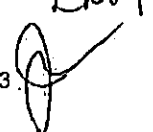
May 9, 2023

The Pacific Grove Unified School ("District") and the California School Employees Association and its Chapter 229 ("CSEA"), hereby agree to the following terms to settle negotiations for Article III: Health and Welfare Benefits. All other sections of the article remain unchanged.

ARTICLE III

HEALTH AND WELFARE BENEFITS

- A. Full-time Employees: Effective July 1, 202~~1~~ 2022, the District shall contribute an amount of ~~\$7,425.36~~ \$8,425.36 per year toward the subscriber cost of health, dental and vision plans for full time Employees. An additional \$276.00 per year will be paid toward dependent coverage. The District contribution amounts may be applied by the employee to any of the plan options. The dependent allocation may, however, only be used for dependent coverage. All classified employees hired after July 1, 2002 shall only be eligible for the District contribution if they are enrolled in a MCSIG medical insurance plan.
1. Fringe Benefit Allocation Plan Option: Full-time Employees may apply their benefit allocation funds ~~(\$7,425.36)~~ (\$8,425.36) toward medical, dental, vision, income protection and life insurance. CAUTION: If any Employee drops medical insurance he/she they will need to qualify under the guidelines of the insurance carrier in order to be reinstated in the future. Current rates are subject to change. (Employees will be notified of rate changes.) The medical plan provided to Employees is with the Monterey County School Insurance Group (MCSIG).

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**Pacific Grove Unified School District and
the California School Employees Association and its Chapter 229**

May 9, 2023

The Pacific Grove Unified School ("District") and the California School Employees Association and its Chapter 229 ("CSEA"), hereby agree to the following terms to settle negotiations for Article IV: Hours of Employment. All other sections of the article remain unchanged.

**ARTICLE IV
HOURS OF EMPLOYMENT**

- B. Rest Periods: Employees who work ~~four (4)~~ three (3) hours or more shall be granted rest periods without loss of compensation. ~~which, Employees who work three (3) hours or more and less than six (6) hours per day are entitled to receive one fifteen (15) minute rest period. Employees who work more than six (6) hours per day are entitled to two (2) fifteen (15) minute rest periods.~~ Insofar as practical, rest periods shall be in the middle of each work period. The Each rest period shall not exceed ~~twenty (20)~~ fifteen (15) minutes in duration and is to be the total time away from job. The rest periods ~~is~~ 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.
- D. Meal Periods:
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 F.
 2. Employees who working up to ~~three (3)~~ four (4) hours are not entitled to a meal period. Employees who working ~~more than three (3)~~ four (4) or more and less than ~~six (6)~~ 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.
 3. Employees who hold more than one position that totals three (3) hours or more shall be entitled to a rest period as provided in Section B. Those Employees whose hours 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 of the Employee's assignments, before the next assignment begins.

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**Pacific Grove Unified School District and
the California School Employees Association and its Chapter 229**

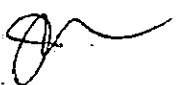
May 9, 2023

The Pacific Grove Unified School ("District") and the California School Employees Association and its Chapter 229 ("CSEA"), hereby agree to the following terms to settle negotiations for Article V: Leave Policies.

**ARTICLE V
LEAVE POLICIES**

A. Paid Sick Leave:

1. Full-time Employees in permanent positions earn paid sick leave at the rate of eight (8) hours per month worked.
2. Part-time Employees shall be entitled to sick leave based on the proportion of the time that ~~he/she works~~ they work per day in relation to full-time.
3. Sick leave shall accumulate indefinitely. (Ed. Code 45191)
4. Sick leave is granted to Employees:
 - a. ~~Employee is~~ When they are unable to work because of sickness, ~~injury~~ or disability, including quarantine. ~~With approval of the immediate supervisor,~~
 - b. ~~Employees may use sick leave for~~ For medical, dental, or vision office calls appointments during working hours. ~~An immediate supervisor is the Employee who, by job description, most directly supervises the Employee.~~
 - c. To deal with the effects of domestic violence, sexual assault or stalking.
~~Sick leave must be used in one-hour increments.~~
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.
6. Sick leave must be used in 15-minute increments.
- 5 7. At the beginning of each fiscal year the Employee shall be credited with the number of days of paid sick leave which ~~he/she~~ 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 Section 45191)
- 6 8. In order to receive compensation while absent on sick leave, the Employee must notify ~~his/her~~ their supervisor of ~~his/her~~ 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.

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- 7 9. At least one day prior to his/her their expected return to work, the Employee shall notify his/her their supervisor.
- 8 10. The use of accumulated sick leave will be authorized if one of the following is on file: (See Appendix F)
- a. Personal verification signed by the Employee that ~~he/she has~~ they have been ill or injured.
 - b. Verification signed by a physician that the Employee has been ill or injured.
 - c. Verification signed by the Employee that because of religious reasons ~~he/she has~~ they have not consulted a physician but has been treated by someone in a religious sect.
- 9 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 V.A.13) may also be used.
- ~~10~~ 12. Any eligible Employee may convert unused sick leave to retirement service credit upon retirement in accordance with Government Code Section 20963 or its successor. ~~if the Employee is filing a request for retirement.~~
- ~~11~~ 13. ~~In accordance with excerpts from California Education Code Section 45196 when an Employee is absent from duty on account of illness or injury for a period of one hundred (100) working days or less, whether or not the absence arises out of or in the course of the employment of the Employee, the amount deducted from the salary due in any month in which the absence occurs shall not exceed the sum which is actually paid to a substitute Employee employed to fill the position during the Employee's absence. The one hundred (100) working day period shall begin on the first day of absence for injury or illness, except for industrial accident or illness.~~
- 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 100 days shall include all current year and accumulated sick leave provided under Section A.1-5 and shall run concurrently.
- a. 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.
 - b. Leave provided under this Section shall be credited each fiscal year and shall not be cumulative from year to year.
 - c. Leave provided in this Section shall be in addition to any other paid leave, holidays, vacation or compensatory time to which the Employee may be entitled.

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

1. "Industrial Accident or Illness" is an injury or illness arising out of or in the course of

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- employment with the District.
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.
 - a. Leave shall begin on the first day of absence.
 - b. 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.
 - c. Industrial injury and illness leave shall be reduced by one (1) day for each day of absence.
 - d. Industrial injury or illness leave is to be used in lieu of sick leave benefits.
 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 laws, exceed the normal wage for the day.
 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 benefit provides for 2/3rds of the Employee's daily wages and a proration of 1/3rd of the Employee's daily wages will be deducted from the their leave balances, if the Employee chooses.
 5. When the employee is placed on the 39-month reemployment list, all disability checks shall be redirected to the employee.
 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 39 months. If an Employee is able to return to work during the 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 classification.
 7. Leaves of absence under the Section shall not be considered to be a break in service of an Employee.

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

- ~~2. An Employee who is entitled to a temporary disability indemnity provided by law may after~~

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~~the sixty (60) working days of absence, elect to take as much of his accumulated sick leave, vacation leave, or compensatory time off, as when added to his/her full salary.~~

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

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

C. Bereavement Leave (Ed. Code 45194)

1. The Employee shall be allowed leave with pay when such absences are occasioned by reason due to a of death in their immediate family.

2. ~~If out of state travel is required because of the death of the Employee's immediate family, the Employee will be entitled to five (5) days bereavement leave. Immediate family includes mother, father, grandfather, grandmother of the Employee or spouse of the Employee, and the son, son-in-law, daughter, daughter-in-law, brother or sister of the Employee, any relative living in the immediate household of the Employee or any other relative permitted by California law.~~

"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.

3. ~~If out of state travel is not required, The Employee is entitled to three (3) five (5) days of bereavement leave, except that five (5) days are permitted for spouse, son, daughter, father and mother 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.~~

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

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

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.

a. 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.

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5. ~~In addition, upon the approval of his/her supervisor,~~ Bereavement leave to attend the funeral of a close friend or relative not a member of the immediate family ~~may shall~~ be granted ~~for the time necessary to attend the funeral; up to~~ one-half day if the funeral is in the Monterey Peninsula area, and ~~up to~~ one (1) day if the funeral is elsewhere. ~~may be granted.~~
- 5-6. Leave taken under provisions of this section shall not be deducted from sick any other leave.

D. Jury Duty and Witness Leave:

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.
 - a. The Employee shall collect a "Certificate Verifying Jury Service" form, or another verifying form, indicating the date(s) served and provide the form to the site office manager upon return to work.
 - b. Any fees paid to the employee as a result of jury service shall be assigned to the District.
2. Leave of absence when served a subpoena to appear as a witness in a court case or administrative proceeding 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.
 - a. The Employee shall collect verification indicating the date(s) served and provide it to the site office manager upon return to work.
 - b. Any related fees paid to the employee shall be assigned to the District.
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.

- E. Absence for Examination: Every Employee in the classified service shall be permitted to be absent from ~~his/her~~ 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 ~~he/she has~~ they give two (2) days notice to ~~his/her~~ their immediate supervisor.

F. Leave of Absence Without Pay:

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.
2. Leave of absence without pay may be granted for any period not exceeding one (1) year,

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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.

3. The granting of a leave of absence without pay gives the Employee the right to return to ~~his/her/~~ their position in the same status as at the inception of the leave.
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. If the Employee's classification has been abolished during the Employee's absence, ~~he/she~~ has 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. ~~He/she has~~ The Employee may be returned to a vacant position in a classification at the same or a lower salary level for which ~~he/she~~ is they are qualified.

G. Leave of Absence for Study or Retraining:

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

H. Personal Necessity Leave:

1. During any school year an Employee may elect to use ~~not more than~~ up to seven (7) days of accumulated sick leave benefits for personal necessity leave. (Ed. Code 45207)
2. Employees shall not be required to secure advance permission for leave taken for any of the following reasons:
 - a. Death or serious illness of a member of ~~his/her~~ their immediate family. (See C.2. for definition of immediate family.)
 - b. Accident involving ~~his/her~~ their person or property, or the person or property of a member of ~~his/her~~ their immediate family.
 - c. Appearance in any court.
3. Employees shall be required to secure advance permission from the Superintendent or ~~his/her~~ 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)

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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.
- I. Childbirth Leave (Ed. Code 45193): Leaves of absence for disability caused by or contributed to by pregnancy, ~~miscarriage~~ 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 V.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.
- J. Parental Leave/Child Bonding: Qualified Employees shall be entitled to parental leave for the purpose of rearing ~~his/her~~ their natural, ~~or~~ adopted child, ~~or foster child~~.
 - a. Parental leave means leave for reasons of the birth of a child of the employee, ~~or the placement of a child with an employee in connection with the~~ adoption or foster care of ~~the child by the employee~~. It shall be available to both full-time and part-time employees who have completed twelve (12) months of employment with the District.
 - b. When using ~~accrued sick leave and differential pay~~ the entitlement to additional sick leave (Section V.1.13) for paid parental leave, the employee must first exhaust ~~his/her~~ their accrued sick leave before using ~~differential pay~~ the additional sick leave. Classified employees taking up to 12 weeks of parental leave must be paid no less than 50% of their salary.
 - c. Employees are entitled to up to twelve (12) weeks of this leave within one 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 occasions, in smaller increments of time.
 - d. 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.
 - e. The 1,250 hour requirement under CFRA and FMLA shall not apply to parental leave.

~~Although the California Family Rights Act (CFRA) and the Family Medical Leave Act (FMLA) have a requirement that the employee must work 1,250 hours in the previous twelve (12) months, AB 2393~~

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~~eliminates this hourly requirement for parental leave.~~

~~When using for paid parental leave, the employee must first exhaust his/her accrued sick leave before using differential pay. Classified employees taking up to 12 weeks of parental leave must be paid no less than 50% of their salary, in accordance with AB 2012.~~

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

- K. 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.
- L. 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.
- M. Voting Leave:
1. ~~If a voter~~ an Employee does not have sufficient time outside working hours to vote ~~at in a~~ statewide election, the ~~voter~~ Employee may, without loss of pay, take off up to two hours ~~enough working time which when added to the voting time available outside of working hours will enable the voter to vote.~~
 2. ~~No more than two hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed upon~~
 3. ~~If the Employee on the third working day prior to the date of election knows or has reason to believe that time off will be necessary to be able to vote on election day, The Employee shall give the Employer their supervisor at least two working days notice that time off for voting is~~ required-desired, in accordance with the provision of this section.
- N. 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.
- O. 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.
1. Definitions
 - a. 12 Month Period: means a rolling 12-month period measured backward from the

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date leave is taken and continuous with each additional leave day taken.

- b. Child: means a child under the age of 18 years of age, or 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 for whom the Employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child.
 - c. Serious Health Condition: means an illness, injury, impairment, or physical or mental condition that involves:
 - 1) Any period of incapacity or treatment in connection with a hospital, hospice or residential medical care facility;
 - 2) Any period of incapacity requiring absence from work of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider;
 - 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 calendar days; or
 - 4) Prenatal care by a health care provider.
 - d. Continuing Treatments: means:
 - 1) Two or more visits to a health care provider;
 - 2) Two 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 -
 - 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.
2. Employees Eligible for Leave: An Employee is eligible for leave if the Employee:
- a. Has been employed for at least 12 months; and
 - b. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
3. Reasons for Leave: Leave is only permitted for the following reasons:
- a. The birth of a child or to care for a newborn of ~~a unit member~~ the Employee;
 - b. The placement of a child with a unit member in connection with the adoption or foster care of a child;
 - c. Leave to care for a child, parent, ~~or a spouse~~ or domestic partner, or designated person who has a serious health condition;
 - 1) A "designated person" means any individual whose association with the Employee is the equivalent of a family relationship.
 - 2) The designated person is to be identified at the time the bargaining unit member requests leave.
 - d. Leave because of a serious health condition that makes the unit member unable

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[Signature]

to perform the functions of ~~his/her~~ their position.

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

The 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 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. 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.

6. Use of Other Accrued Leaves While on Leave: If a unit member uses leave for any reason permitted in Section 2 Q.3 above, ~~he/she they~~ must ~~concurrently~~ 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 ~~his/her~~ their own serious health condition, in addition to concurrently exhausting other accrued leaves, the unit member must also concurrently exhaust sick leave.

7. Medical Certification: ~~Unit members~~ An Employee who request leave for their own serious health condition or to care for a child, parent, ~~or 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.

- a. 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 ~~his/her~~ their position.
- b. 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.
- c. If a unit member requests leave intermittently (a few days or hours at a time) or

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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.

8. Unit Member Notice of Leave: Although the District recognized 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 30 days notice is required. In addition, if a unit member knows that ~~he/she~~ 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 ~~his/her~~ their supervisor as soon as possible that such leave will be needed.

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 ~~his/her~~ 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.

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

- a. Request for Family or Medical Leave form prepared by the District to be eligible for leave;
- b. Medical certification - either for the unit member's own serious health condition or for the serious health condition of a child, parent, or spouse;
- c. Authorization for payroll deductions for benefit plan coverage continuation; and
- d. Fitness for duty to return from leave certification.

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 ~~he/she has~~ 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 ~~his/her~~ 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.

- O. 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.

1. Definitions:

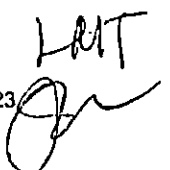
- a. Catastrophic Illness or Injury is an illness or injury that incapacitates a unit member from work for an extended period of time or an illness or injury that incapacitates a family member such that the unit member is required to care for the family member and taking time off from work for an extended period of time which creates a financial hardship due to the unit member exhausting all their sick leave and other paid time off.
- b. 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.
- c. Family Member is a spouse, domestic partner registered with the state of California, a child or parent of the employee.

2. Donation of Catastrophic Leave

- a. 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 (20) days.
- b. Unit members may donate up to (5) days of sick leave or vacation per request each calendar year.
- c. 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.
- d. Donation of catastrophic leave will remain confidential.

3. Request of Catastrophic Illness or Injury

- a. 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 or designee shall notify the CSEA President.
- b. CSEA and the District will consider the request on a case-by-case basis.
- c. The Director of Human Resources or designee will send notification of the member's request to the bargaining unit employees.



**Pacific Grove Unified School District and
the California School Employees Association and its Chapter 229**

May 9, 2023

The Pacific Grove Unified School ("District") and the California School Employees Association and its Chapter 229 ("CSEA"), hereby agree to the following terms to settle negotiations for Article IX: Evaluation Procedures. This includes changes to the Performance Evaluation Report (Appendix H, page 2). All other sections of the article and Appendix H remain unchanged.

**ARTICLE IX
EVALUATION PROCEDURES**

A. General Provisions:

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).
 - a. Completion Dates for Evaluation: All regular Employees shall be evaluated by their immediate supervisors with input from the ~~lead classified employee or teacher~~, on the negotiated form (Appendix H) in accordance with the following schedule:
 - 1) Probationary Employees – at least twice during the nine (9) month probationary period.
 - 2) Promotional Employees – at least twice during the six (6) month probationary period.
 - 3) Permanent Employees – at least once every two (2) years
 - 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.

B. Procedure to be Followed:

1. Involvement of Personnel: Staff members being evaluated shall be given a copy of the evaluation form and procedures page by their ~~him/her~~ supervisor at the time he/she is noticed of the evaluation conference. The Employee may complete a self-evaluation of their ~~him/her~~ work on the negotiated form (Appendix H) and present it to their ~~him/her~~ supervisor during the evaluation conference.
2. Evaluation Conference:
 - a. 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 weeks in advance.
 - b. During the conference, the supervisor and Employee shall review the goals established for the evaluation period just completed and any future goals.



- c. 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.
 - d. The immediate supervisor shall present the performance evaluation report to the Employee and discuss it with their him/her. The evaluation form may be signed by the Employee and he/she 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.
 - e. 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.
 - f. A "Not satisfactory" summary evaluation will be noted in specific outline details by the immediate supervisor in section F on the prescribed evaluation form.
- C. 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 him/her immediate supervisor whenever practical.
- E. Appeals: If the Employee is not satisfied with their him/her 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.


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PERFORMANCE EVALUATION REPORT

Classified Personnel

Section C	Record job STRENGTHS & superior performance.		
Section D	Record PROGRESS ACHIEVED in attaining previously set goals for improved work performance that support the Employee's work.		
List previously set goals here:			
Section E	Record specific GOALS and/or improvement programs supplemental professional development to be undertaken during the next evaluation period that support the Employee's work.		
Section F	Job 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			
<input type="checkbox"/> Not Satisfactory (Can only be marked following a "requires improvement" summary evaluation) (Re-evaluate in 30 days)	<input type="checkbox"/> Requires Improvement (Re-evaluate in 30 days) (Not eligible for promotion/transfer)	<input type="checkbox"/> Effective – Meets Requirements (Eligible for promotion/transfer)	<input type="checkbox"/> Exceeds Requirements (Eligible for promotion/transfer)

Page 2

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**Pacific Grove Unified School District and
the California School Employees Association and its Chapter 229**

May 9, 2023

The Pacific Grove Unified School ("District") and the California School Employees Association and its Chapter 229 ("CSEA"), hereby agree to the following terms to settle negotiations for Article XI: Employee Layoffs/Changes in Assigned Time.

**ARTICLE XI
EMPLOYEE LAYOFFS/CHANGES IN ASSIGNED TIME**

- A. Layoffs Procedure: Classified Employees shall only be laid off for lack of work or lack of funds; ~~layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The Employee who has been employed the shortest time in the class, plus higher classes, shall be considered to have the least seniority.~~
- B. Notice of Layoff:
1. The District agrees to provide CSEA with at least thirty (30) days advanced notice, unless there are unforeseen circumstances that might prevent (30) days advanced notice in which case notice shall be given as soon as possible, of any recommendation to lay off bargaining unit positions.
 2. A written notice of layoff for the upcoming school year shall be given to affected Employees no later than March 15.
 3. If classified Employees are being laid off because of the expiration of a specially funded program, the District shall provide written notice of the layoff to the Employee during the school year at least sixty (60) working days prior to the effective date of the layoff.
 4. Copies of layoff notices shall be provided to the Association.
- C. Order of Layoff: The order of layoff shall be based on seniority within that class and higher classes served throughout the District. An Employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on total number of hours an Employee has been paid in any given class plus higher classes or seniority acquired under Section J, Equal Seniority.
1. Computation of Seniority: A permanent employee shall earn seniority in each classification in which that employee works. Seniority shall be determined by computing all hours in paid status in each classification, whether during the school year, a holiday, recess, or during any period that school is in session or closed, but does not include any compensated solely

~~on an overtime basis.~~

2. Order of Seniority: Employees shall be laid off in the following order:

- a. ~~Emergency, limited term~~ Temporary Employees
- b. ~~Provisional~~ Employees
- b. Probationary Employees
- c. Permanent Employees

D. Bumping Rights of Laid Off Employees:

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

~~1. Bumping:~~

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

b.

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

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

4. d. ~~Dismissal~~ Layoff notices shall be given to those Employees with the least seniority in affected classifications.

a. To exercise bumping rights the Employee must notify the Employer's Director of Human Resources in writing no later than ~~fourteen (14) calendar~~ five (5) working days after receiving notice of layoff which will include the Employee's options for bumping.

b. Any affected Employee replaced by ~~such demotion~~ layoff has the same option of ~~demotion~~ bumping afforded by this rule, ~~as if his position has been abolished or discontinued~~

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

~~F. Notice of Layoff:~~

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

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

~~GE.~~ Reduction in Hours: Any reduction in regularly assigned time shall be negotiated. If no agreement is reached by the Parties, a reduction of hours shall be treated as a layoff.

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- H. ~~Order of Layoff:~~ The order of layoff shall be based on seniority within that class and higher classes served throughout the District. An Employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on total number of hours an Employee has been paid in any given class plus higher classes or seniority acquired under Section J, Equal Seniority.
- IF. Layoff in Lieu of Bumping: An Employee who elects a layoff in lieu of bumping maintains his/her their re-employment rights under this Agreement.
- JG. Equal Seniority: If two (2) or more Employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, and if that be equal, then the determination shall be made by lot.
- KH. Reemployment Rights: Laid off persons are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. The laid off person's reemployment shall take precedence over any other type of employment, defined or undefined in the Agreement. In addition, they shall have the right to apply for promotional positions within the filing period specified in Article VIII, PROMOTIONS AND TRANSFERS, ~~Section A.4, Filing,~~ of this Agreement and use their bargaining unit seniority therein for a period of thirty-nine (39) months following layoff. An Employee on the reemployment list shall be notified of all promotional opportunities.
- LI. Voluntary Demotion or Voluntary Reduction in Hours or Transfer: The ~~Employer's~~ Director of Human Resources shall meet with the Association and negotiate any voluntary demotion or reduction in hours prior to Employee notification. A permanent classified Employee who will suffer a layoff from lack of work or lack of funds despite the exercising of bumping rights in order to avoid layoff, may accept a voluntary demotion to a vacant position in a lower classification within the class, or transfer to equal classification within the class. In the event the vacated position is reestablished within thirty-nine (39) months, the Employee shall be reinstated to that position. In the event a reduction in hours is agreed to, the affected shall be considered to have been laid off and shall be entitled to all rights and procedures of this article.
1. Employees who take voluntary demotions or voluntary reductions in ~~assigned-time~~ 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 persons under Section I F above and shall retain eligibility to be considered for reemployment for an additional twenty-four (24) months, provided ~~the same tests of fitness under which they qualified for appointment to the class shall still apply~~ the Employee meets the qualification in the job description.
 2. Restricted Employees, as defined by Education Code Sections 45105 and 45105.1 are not eligible for employment rights.

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

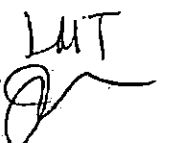
1. The Employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with Section ~~E~~ H of this Article; however, the Employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code sections.
2. The Employer agrees that when an offer of reemployment is made to an eligible Employee retired under this Article, and the Employer receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the returned person shall be allowed sufficient time to terminate his/her retired status.
3. An Employee subject to this section who retired and is eligible for reemployment and who declines an offer of reemployment equal to that from which ~~he/she was~~ they were laid off shall be deemed to be permanently retired.
4. Any election to retire after being placed on a reemployment list shall be considered retirement in lieu of layoff within the meaning of this section.

N K. Seniority Roster: The Employer's Director of Human Resources shall maintain an updated seniority roster indicating Employee's class seniority and hire date seniority. Such rosters shall be available to the Association at any time upon request.

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

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

Q N. Reemployment in Highest Class: Employees shall be reemployed in the highest rated job classification available in accordance with their seniority within the class ~~seniority~~. Employees who



accept a position lower than their highest class shall retain their original thirty-nine (39) months rights to the higher paid position.

- R.O. Improper Layoff: Any Employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.
- S.P. Seniority During Involuntary Unpaid Status: Upon return to work, all time during which an individual is in an involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the individual will not accrue vacation, sick leave, holidays, other leave benefits.
- F.Q. Employees on Reemployment List: Employees on a reemployment list shall be given prior consideration for service as substitute Employees at the appropriate substitute rate established by the Employer.

End of Tentative Agreement, page 26 of 26

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Pacific Grove Unified School District
and
the California School Employees Association and its Chapter 229

MEMORANDUM OF UNDERSTANDING

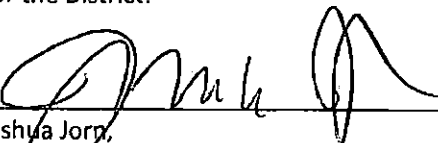
May 5, 2023

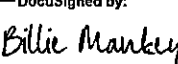
The Pacific Grove Unified School (District) and the California School Employees Association and its Chapter 229 (CSEA) hereby agree to the following:

1. PGUSD experienced a districtwide closure which occurred on January 9, 2023 and March 10, 2023 that prevented the District from normal operations. The Superintendent declared that the District was closed.
2. Employees who were required by the District to work on January 9, 2023 and March 10, 2023 shall receive compensation for such work at a rate of one and one-half (1½) times the employee's regular rate of pay. Each employee who was required to work will be paid for a minimum of two hours.
3. Employees who were already on any unpaid leave of absence shall not be entitled to extra compensation or leave credit when the entire District was closed.
4. Retroactive pay for all affected employees for January 9, 2023 and March 10, 2023 shall be paid no later than 60 days following the signing of this MOU.

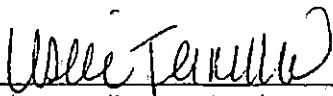
This Memorandum of Understanding is subject to the Policy 610 procedure of CSEA, adoption by the District Board of Trustees, and is subject to the grievance and arbitration sections of the collective bargaining agreement.


For the District:



Joshua Jorn,
Assistant Superintendent of Business Services

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Billie Mankey, Direct II, Human Resources

For CSEA Chapter 229

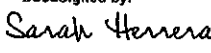

Leslie Ternullo, President/Negotiations Team

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Greg Kelley, Vice President/Negotiations Team

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Jill Houston, Negotiations Team

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Nargess Akhavi, Negotiations Team

DocuSigned by:

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Sarah Herrera, LRR

Date Signed: 5/9/23

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CONTRACT

1 ARTICLE I

2 GENERAL PROVISIONS OF THE AGREEMENT

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

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

19 C. No Discrimination on Account of CSEA Activity: Neither the Employer nor the
20 Association shall interfere with, intimidate, restrain, coerce, or discriminate against Employees
21 because of the exercise of rights to engage or not to engage in CSEA activities.

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

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

1 authorization signed by the Employee.

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

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

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

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

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

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

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

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

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

30 H. Duration: This agreement shall be effective July 1, 2020, through June 30, 2023
31 except that the District and Association may exercise an option to re-open negotiations for the
32 2021-2022 and 2022-2023 contract years for total compensation adjustment and any mutually

- 1 agreed upon item. The District and Association will strive to begin negotiations at least one
- 2 hundred and twenty (120) days before the end of a contract year.
- 3

1 ARTICLE II

2 WAGES

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

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

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

21 C. Noon Duty Supervision:

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

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

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

30 a. Eleven (11) month employees working at least one (1) day in the
31 twelfth (12th) month will receive twelve (12) paychecks. Similarly, employees who work ten (10)
32 months or less, and work at least one (1) day in the eleventh (11th) month, will receive eleven

1 (11) paychecks.

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

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

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

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

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

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

23 I. Salary Schedule: (See Appendix B)

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

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

28 J. Classification Plan:

29 1. Placement in Classification: Every bargaining unit position shall be identified
30 in the Classification listing outlined in Appendix A. The District and the Association Negotiating
31 Team shall meet and negotiate all new classifications. No new position shall be filled until it is
32 classified. The appropriate Classification shall be determined by the duties and responsibilities of

1 the position, without regard to the special qualifications of the incumbents, and shall be based
2 upon the principle that positions shall be included in the same Classification if:

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

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

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

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

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

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

24 a. A descriptive classification title;

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

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

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

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

positions in the classification.

4. Maintenance of Plan:

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

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

5. Working out of Classification:

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

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

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

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

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

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

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

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

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

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

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

20 3. Procedure for Reclassification:

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

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

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

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

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

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

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

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

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

L. Years of Service:

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

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

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

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

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

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

M. Professional Growth:

1. Procedures:

a. A Professional Growth committee shall be formed for the purpose of evaluation and approving the Professional Growth activities of the classified Employees, and for the purpose of presenting their recommendations to the Employer's Director of Human Resources

1 and the Governing Board.

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

12 1) The Committee shall meet once per month unless no
13 applications are submitted.

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

16 2. Professional Growth Course List:

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

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

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

29 d. Professional Growth is allowed only for advertised class
30 periods/sessions. To receive professional growth credit, employees must submit record of
31 attendance hours. For on-going classes, check in with the committee to report progress at least
32 one (1) time per year or when the limit of fifty (50) hours has been completed. To receive

professional growth credit for PGUSD Adult Education Courses, employees must submit completion forms for each advertised session.

3. Professional Growth Awards:

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

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

c. Employees may earn awards equal to five (5%) percent of their regular monthly salary. The award shall continue throughout the service of the Employee. 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.

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

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

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 (1/4) hour to two-thirds (2/3) semester units.

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

5) Courses: Adult Education courses and workshops shall be credited as follows:

Total Hours in Courses/Workshops Semester Units of Professional Growth Credit

1	8 - 14 hours	0.5
2	15 - 19 hours	1.0
3	20 - 29 hours	1.5
4	30 - 39 hours	2.0
5	40 - 49 hours	2.5
6	50 hours & up	3.0

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.

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

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

N. Travel Reimbursement:

1. Mileage Reimbursement:

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

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

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

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

e. An employee 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.

1 ARTICLE III

2 HEALTH AND WELFARE BENEFITS

3 A. Full-time Employees: Effective July 1, 2022, the District shall contribute an amount
4 of \$8,425.36 per year toward the subscriber cost of health, dental and vision plans for full time
5 Employees. An additional \$276.00 per year will be paid toward dependent coverage. The
6 District contribution amounts may be applied by the employee to any of the plan options. The
7 dependent allocation may, however, only be used for dependent coverage. All classified
8 employees hired after July 1, 2002 shall only be eligible for the District contribution if they are
9 enrolled in a MCSIG medical insurance plan.

10 1. Fringe Benefit Allocation Plan Option: Full-time Employees may apply their
11 benefit allocation funds (\$8,425.36) toward medical, dental, vision, income protection and life
12 insurance. CAUTION: If any Employee drops medical insurance they will need to qualify under
13 the guidelines of the insurance carrier in order to be reinstated in the future. Current rates are
14 subject to change. (Employees will be notified of rate changes.) The medical plan provided to
15 Employees is with the Monterey County School Insurance Group (MCSIG).

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

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

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

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

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

2 C. Retiree Coverage:

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

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

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

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

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

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

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

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

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

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

31 I. Unused Benefits: The District will pay to each active employee that portion of the
32 non-dependent, health insurance contribution that the employee (who was hired before July 1,

2002) was eligible for, but did not use in the preceding fiscal year. The payment shall be made by July 31st.

J. Complete Care Program: Beginning on July 1, 2022, CSEA members who have opted out of all MCSIG medicals plans may enroll in MCSIG's Complete Care Program. The District's contribution for premiums for the Complete Care Program for full time employees shall not exceed a monthly contribution of two hundred fifty-six dollars (\$256) on a 10-month basis, or a two hundred thirteen dollars (\$213) on a 12-month basis. CSEA members who were in enrolled in the Complete Care Program in the 2021-22 school year shall continue to receive the same level of District's contribution of four hundred twenty-eight (\$428) per month through December 31, 2022. Beginning January 1, 2023, the District contribution shall drop to the 10-month or 12-month amounts set out above. The District will pay the above amounts on behalf of the enrolled CSEA members, unless the actual cost of the benefits is less than the above stated amounts, in which case the District shall pay the full cost of the actual benefits.

1 ARTICLE IV

2 HOURS OF EMPLOYMENT

3 A. Work Periods

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

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

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

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

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

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

29 B. Rest Periods: Employees who work three (3) hours or more shall be granted rest
30 periods without loss of compensation. Employees who work three (3) hours or more and less
31 than six (6) hours per day are entitled to receive one (1) fifteen (15) minute rest period.
32 Employees who work more than six (6) hours per day are entitled to two (2) fifteen (15) minute

1 rest periods. Insofar as practical, rest periods shall be in the middle of each work period. Each
2 rest period shall not exceed fifteen (15) minutes in duration and is to be the total time away from
3 job. The rest period are not cumulative and in so far as practical, may not be used in conjunction
4 with a lunch period or at the beginning or end of the unit member's workday.

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

11 D. Meal Periods:

12 1. Full-time eight (8) hour Employees shall be entitled, insofar as practical, to
13 an uninterrupted meal period of one hour. The meal period shall be for not less than one-half
14 (1/2) hour and shall be scheduled for full-time Employees at or about the midpoint of each work
15 shift. The meal period is to be total time away from job. Meal periods may not occur at the
16 beginning or end of the unit member's workday with the exception of provisions within Article IV
17 Section F.

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

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

28 E. Overtime: Except as otherwise provided herein, all overtime hours shall be
29 compensated at a rate of pay equal to time and a half (1-1/2) the regular rate of pay of the
30 Employee for all work required. The Governing Board shall determine the method by which
31 ordered overtime is compensated for all Employees in the District. In lieu of overtime pay, the
32 Employee may elect to take compensatory time off. Compensatory time must be used within

12 twelve (12) calendar months following the month in which overtime was worked.

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.

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.

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

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

F. 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:

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

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

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

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

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

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

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.

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

G. Shift Differential - Compensation:

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.

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.

H. 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)

I. Increase and/or Decrease in Hours:

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

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

J. 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.

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.

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.

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. 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)

K. 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.

L. 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.

M. Summer School:

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)

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

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.

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

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

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

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

c. All applicants will be notified of outcome.

d. 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.

O. Minimum Call-back Time: A regular employee called into work by an authorized

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

ARTICLE V
LEAVE POLICIES

A. Paid Sick Leave:

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

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

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

4. Sick leave is granted to Employees:

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

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

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

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.

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

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)

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.

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

10. The use of accumulated sick leave will be authorized if one (1) of the

1 following is on file: (See Appendix F)

2 a. Personal verification signed by the Employee that they have been ill
3 or injured.

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

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

8 11. After exhaustion of paid sick leave, an Employee who is ill or injured may
9 use accumulated vacation leave (and compensatory time, if available). Entitlement to Additional
10 Sick Leave (see Article V.A.13) may also be used.

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

13 13. Entitlement to Additional Sick Leave (In Lieu of Substitute Differential): Each
14 Employee shall be credited with a total of one hundred (100) working days of paid sick leave
15 each year. The one hundred (100) day shall include all current year and accumulated sick leave
16 provided under (Section A.1-5) and shall run concurrently.

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

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

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

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

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

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

29 a. Leave shall be begin on the first day of absence.

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

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

3 d. Industrial injury or illness leave is to be used in lieu of sick leave
4 benefits.

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

8 4. When the sixty (60) days of industrial injury or illness leave has been
9 exhausted and an Employee is not able to return to work, they may use their accumulated sick
10 leave including the entitlement to Additional Sick Leave, vacation, compensatory time, or other
11 paid leaves, which when added to the payments received under workers' compensation, shall
12 provide for a full day's wage. The workers' compensation benefits provides for two-thirds
13 (2/3rds) of the Employee's daily wages and a proration of one-third (1/3rd) of the Employee's
14 daily wage will be deducted from their leave balances, if the Employee chooses.

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

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

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

27 C. Bereavement Leave (Ed. Code 45194)

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

30 2. "Immediate Family" means spouse, domestic partner, or cohabitant, parent,
31 stepparent, foster parent, grandparent, great grandparent, child, stepchild, foster child, or
32 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.

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.

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

b. 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.

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.

a. 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. 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

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

D. Jury Duty and Witness Leave:

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.

a. 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.

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

2. Leave of Absence when served a subpoena to appear as a witness in a court

1 case or administrative processing of another governmental jurisdiction shall be granted to
2 Employees. Request for leave of absence to serve as a witness should be made by presenting the
3 official court summons to the immediate supervisor. The Employee shall receive full pay while on
4 leave.

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

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

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

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

15 F. Leave of Absence Without Pay:

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

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

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

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

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

30 G. Leave of Absence for Study or Retraining:

31 1. The Employer's Human Resource Director may, upon request of the Board
32 of Education, determine appropriate training programs to prepare eligible Employees for

1 impending changes in the Employer's operations and recommend such programs to the Board.

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

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

8 H. Personal Necessity Leave:

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

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

13 a. Death or serious illness of a member of their immediate family. (See
14 C.2. for definition of immediate family.)

15 b. Accident involving their person or property, or the person or property
16 of a member of their immediate family.

17 c. Appearance in any court.

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

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

27 I. Childbirth Leave (Ed. Code 45193): Leaves of absence for disability caused by or
28 contributed to by pregnancy, pregnancy loss, or childbirth shall be treated the same as leaves for
29 illness, injury, or disability in that Employees shall have the right to use accumulated sick leave
30 and the entitlement to additional sick leave (Article V.1.13). Female Employees may be granted
31 a leave of absence without pay during the child bearing period prior to being temporarily disabled
32 as a result of the pregnancy. The length of the leave of absence, including the date on which the

1 leave shall commence and the date on which the Employee shall resume duties, shall be
2 determined by the Employee and the Employee's physician.

3 J. Parental Leave/Child Bonding: Qualified Employees shall be entitled to parental
4 leave for the purpose of rearing their natural, adopted child, or foster child.

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

8 2. When using the entitlement to additional sick leave (Section V.1.13) for paid
9 parental leave, the employee must first exhaust their accrued sick leave before using the
10 additional sick leave. Classified employees taking up to 12 weeks of parental leave must be paid
11 no less than fifty percent (50%) of their salary.

12 3. Employees are entitled to up to twelve (12) weeks of this leave within one
13 (1) year of the birth of child, adoption, or the start of foster care. If both parents work for the
14 District, each is entitled to twelve (12) weeks of this leave. This leave does not have to be taken
15 consecutively and may be taken in two (2) week blocks, and on two (2) occasions, in smaller
16 increment of time.

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

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

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

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

29 M. Voting Leave:

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

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.

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.

N. 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.

O. 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.

1. Definitions

a. 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.

b. 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.

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

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

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;

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

4) Prenatal care by a health care provider.

d. Continuing Treatments: means:

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

- 1 2) Two (2) or more treatments by a health care practitioner
2 (e.g., physical therapist) on referral from or under the direction of a health care provider; or
3 3) A single visit to a health care provider that results in a regimen
4 of continuing treatment under the supervision of the health care provider.

5 2. Employees Eligible for Leave: An Employee is eligible for leave if the
6 Employee:

- 7 a. Has been employed for at least twelve (12) months; and
8 b. Has been employed for at least one thousand two hundred fifty
9 (1,250) hours during the twelve (12) month period immediately preceding the commencement of
10 the leave.

11 3. Reasons for Leave: Leave is only permitted for the following reasons:
12 a. The birth of a child or to care for a newborn of the Employee;
13 b. The placement of a child with the Employee in connection with the
14 adoption or foster care of a child;
15 c. Leave to care for a child, parent, spouse, or domestic partner, or
16 designated person who has a serious health condition;

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

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

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

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

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

32 5. Unit Member Benefits While on Leave: Leave under this article is unpaid.

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

7 6. Use of Other Accrued Leaves While on Leave: If a unit member uses leave
8 for any reason permitted in Section O.3 above they must exhaust all other accrued leaves
9 (except sick leave) in connection with the leave. The exhaustion of other accrued leaves will run
10 concurrently with the leave.

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

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

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

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

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

31 8. Unit Member Notice of Leave: Although the District recognized that
32 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.

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.

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

- a. Request for Family or Medical Leave form prepared by the District to be eligible for leave;
- b. Medical certification - either for the unit member's own serious health condition or for the serious health condition of a child, parent, or spouse;
- c. Authorization for payroll deductions for benefit plan coverage continuation; and
- d. Fitness for duty to return from leave certification.

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.

P. 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

1 vacation.

2 1. Definitions

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

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

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

14 2. Donation of Catastrophic Leave

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

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

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

24 d. Donation of catastrophic leave will remain confidential.

25 3. Request of Catastrophic Illness or Injury

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

30 b. CSEA and the District will consider the request on a case-by-case
31 basis.

32 c. The Director of Human Resources or designee will send notification

1 of the member's request to the bargaining unit employees.

2

ARTICLE VI
VACATION POLICIES

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

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

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

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

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

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

6. Maximum Vacation Accumulation for Annual Employees:

a. 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.

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

B. Vacation Schedules:

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

2. Any days not scheduled in compliance with Section B.1. shall be scheduled

1 with at least thirty (30) days prior request. The immediate supervisor shall respond in writing to
2 the request on the appropriate form within five (5) working days of the employee's request. If
3 agreement cannot be reached, the Superintendent's designee shall mediate a mutually
4 acceptable time for the vacation period.

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

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

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

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

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

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

22 E. Accrued Leave Record: The Employer's Human Resource Director shall provide to
23 each Employee an annual statement indicating the number of days accumulated for vacation and
24 sick leave. The statement will be prepared on or before July 1 and distributed no later than
25 September 15 of the current fiscal year.
26

ARTICLE VII

HOLIDAYS

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

B. Holiday Eligibility:

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

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

C. Minimum Day:

1. Classified employees will work their regularly scheduled hours.
2. Classroom aides, upon approval of the site administrator, shall be granted time off without loss of pay only when the instructor and/or students are not in the classroom and no assignment has been made.

D. Shortened Day:

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

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

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

ARTICLE VIII

PROMOTIONS AND TRANSFERS

A. PROMOTION

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

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.

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

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.

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.

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.

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.

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

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

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

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

10 B. TRANSFERS:

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

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

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

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

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

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

ARTICLE IX
EVALUATION PROCEDURES

A. General Provisions:

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).

a. 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:

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

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

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

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.

B. Procedure to be Followed:

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.

2. Evaluation Conference:

a. 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.

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

c. 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

1 any recommendations made.

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

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

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

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

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

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

32 F. Personnel Files: The official personnel files of each classified Employee shall

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

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

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

1 ARTICLE X

2 GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

f. The resolution of the Board shall be final.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. Definitions:

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

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

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

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

2 For example:

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

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

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

9 Maintenance/Grounds: District Administrator

10 Transportation: District Administrator

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

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

ARTICLE XI

EMPLOYEE LAYOFFS/CHANGES IN ASSIGNED TIME

A. Layoffs: Classified Employees shall only be laid off for lack of work or lack of funds;

B. Notice of Layoff:

1. The District agrees to provide CSEA with a least thirty (30) day advance notice, unless there are unforeseen circumstances that might prevent thirty (30) days advance notice in which case notice shall be given as soon as possible, of any recommendation to lay off bargaining unit positions.

2. A written notice of layoff for the upcoming school year shall be given to affected Employees no later than March 15.

3. If classified Employee are being laid off because of the expiration of a specially funded program, the District shall provide written notice of the layoff to the Employee during the school year at least sixty (60) working days prior to the effective date of the layoff.

4. Copies of layoff notices shall be provided to the Association.

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

1. Computation of Seniority: A permanent employee shall earn seniority in each classification in which that employee works. Seniority shall be determined by computing all hours in paid status in each classification, whether during the school year, a holiday, recess, or during any period that school is in session or closed, but does not include overtime.

2. Order of Seniority: Employees shall be laid off in the following order:

- a. Temporary Employees;
- b. Probationary Employees;
- c. Permanent Employees.

D. Bumping Rights of Laid Off Employees: Permanent Employees in the Classified service shall have the following rights:

1. Bumping to equal or lower class: A permanent Employee in the Classified service who is laid off from a class/classification and who has previous regular service in a higher,

1 equal or lower class shall have the right to bump an Employee with less seniority in that
2 class/classification. Seniority shall include the total of the previous service in the equal or lower
3 classes plus service in the class from which layoff occurs and in higher classes.

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

7 3. The Employee may continue to bump into lower or higher classes to avoid
8 layoff.

9 4. Layoff notices shall be given to those Employees with the least seniority in
10 affected classifications.

11 a. To exercise bumping rights the Employee must notify the Director of
12 Human Resources in writing no later than five (5) working days after receiving notice of layoff
13 which will include the Employee's options for bumping.

14 b. Any affected Employee replaced by layoff has the same option of
15 bumping afforded by this.

16 E. Reduction in Hours: Any reduction in regularly assigned time shall be negotiated.
17 If no agreement is reached by the Parties, a reduction of hours shall be treated as a layoff.

18 F. Layoff in Lieu of Bumping: An Employee who elects a layoff in lieu of bumping
19 maintains their re-employment rights under this Agreement.

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

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

31 I. Voluntary Demotion or Voluntary Reduction in Hours or Transfer: The Director of
32 Human Resources shall meet with the Association and negotiate any voluntary demotion or

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

8 1. Employees who take voluntary demotions or voluntary reductions in hours in
9 lieu of layoff or to remain in their present positions rather than be reclassified or reassigned shall
10 be granted the same rights as persons under Section F above and shall retain eligibility to be
11 considered for reemployment for an additional twenty-four (24) months, the Employee meets the
12 qualification in the job description..

13 2. Restricted Employees, as defined by Education Code Sections 45105 and
14 45105.1 are not eligible for employment rights.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 ARTICLE XII

2 DISCIPLINARY ACTIONS

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

7 B. Progressive Discipline:

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

11 2. In handling disciplinary matters the progressive steps are verbal warnings,
12 written warnings, letters of reprimand, and if necessary involuntary reassignment. Certain
13 situations may warrant an improvement plan. These steps can be utilized to the extent permitted
14 by individual circumstances. Discipline shall be commensurate with the offense and in relation to
15 the employee's position.

16 3. When an employee receives a written warning/reprimand: the employee may
17 submit a written rebuttal within ten (10) working days. The rebuttal shall be attached to the
18 warning/reprimand materials before it is placed in the employee's personnel file.

19 C. Causes for Suspension, Demotion or Dismissal for Disciplinary Reasons: Persons
20 employed in the classified service may be suspended, denied step and longevity increases,
21 demoted, or dismissed for any of the following causes:

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

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

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

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

31 5. Conviction of a serious crime by a court of law, failure to disclose material
32 facts regarding criminal records, false or misleading information on application forms or

1 examinations and employment records concerning material matters.

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

4 7. Abandonment of position.

5 8. Unauthorized release of information concerning pupils.

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

7 10. Unsatisfactory evaluation.

8 11. Failure to submit required employment forms.

9 D. Disciplinary Procedure:

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

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

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

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

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

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

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

32 E. Emergency Suspension: The Association Negotiating Team and the Employer

1 acknowledge that an emergency situation can occur which involves the health and welfare of the
2 students or Employees. If the Employee's presence would lead to a clear and present danger to
3 the lives, safety, or health of students or fellow Employees, the Employer may immediately
4 suspend without pay the Employee for three (3) working days after service of notification of
5 suspension. The loss of pay under this provision shall be reimbursed if the Employee is
6 exonerated of the charges.

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

11 F. Disciplinary Grievance: Any proposed discipline and any emergency
12 suspension shall be subject to the grievance procedure of this Agreement.

ARTICLE 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.

A. Safety-Sensitive Positions:

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

B. Act-Regulated Behaviors

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.
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.
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.
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.
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.
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.

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

C. Required Testing:

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

a. 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.

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

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.

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

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.

D. Disciplinary Action:

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.

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.

E. Costs of Treatment/Rehabilitation:

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

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

ARTICLE XIV

CONTRACTING OUT

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

B. 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.

C. 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.

ARTICLE XV

ORGANIZATIONAL SECURITY, AGENCY SHOP

Section 1 Membership:

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.

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.

Section 2 Dues Deduction:

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.

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.

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.

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

Section 3 Other Deductions

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.

1 The District shall pay to the designated payee within fifteen (15) days of the deduction all
2 sums so deducted.

3 Section 4 Membership Information

4 4.1 Board shall continue policy of providing District information pertinent to
5 bargaining procedure to Association.

6 4.2 The District shall take all reasonable steps to safeguard the privacy of CSEA
7 members' personal information, including but not limited to members Social Security Numbers,
8 personal addresses, personal phone number, personal cellular phone number, and status as a
9 union member.

10 Section 5 Hold Harmless Provision:

11 5.1 The Association shall indemnify, defend, and hold the District harmless from any
12 and all claims, demands or suits, or any other action arising from the operation of this Article.

13 5.2 CSEA shall have the exclusive right to decide and determine whether any such
14 action shall be compromised, resisted, defended, tried or appealed. 4.

ARTICLE XVI

DISTRICT RIGHTS

A. 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.

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

C. 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.

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

ARTICLE XVII

OTHER EMPLOYEE RIGHTS

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

B. The No Child Left Behind Act:

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

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

1 ARTICLE XVIII

2 BEFORE AND AFTER SCHOOL RECREATION PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDICES

Pacific Grove Unified School District ~ Classified Job Titles				APPENDIX A	
	Range				Range
Office Manager	39		Maintenance III		47
Administrative Assistant IV	39		Maintenance II		43
Administrative Assistant III	37		Grounds		37
Administrative Assistant II	35		Custodian III		38
			Custodian II		37
Account Clerk III	39		Custodian I		35
Account Clerk I	34		Utility Worker		37
			Transportation Foreman		42
Administrative Specialist (SPED/Curriculum)	40		Bus Driver		38
			Service Mechanic		45
Library Media Tech III (Previous Library Clerk III)	35		Crossing Guard		27
Library Media Tech II (Previous Elementary Manager)	33		Interpreter~ Deaf & Hard of Hearing		38
Library Media Tech I (Previous Library Clerk II)	31		Paraprofessional~ Special Needs		37
			Speech Language Pathologist Assistant		49
Clerk III (Includes previous MS Registrar/Attendance)	33				
Clerk II	31				
Clerk I	30		Food Service Assistant III		31
			Food Service Assistant II		30
Career Technician	42		Food Service Assistant I		28
Information Technology Technician	35				
Computer Lab Instructional Technician II (Previous Elementary Computer Specialist)	33		Recreation Coordinator/Leader		37
Computer Lab Instructional Technician I (Previous Computer Aide)	31		Recreation Leader		36
			Recreation Attendant		26
Healthcare Assistant	37				
Instructional Assistant (Sped)	31		Campus Supervisor		29
Instructional Assistant (Title I)	31		Childcare Attendant		25
Instructional Assistant I (Gen. Ed. & PE)	30		Noon Duty Supervisor		25
	Administrative Assistant	Clerk	Maintenance	Custodial	Grounds
Substitute rate:	32	25	36	30	30
Retiree substitute rate:	33	28	43	35	37
<p>** Night pay differential rate where applicable is equivalent to one range increase and includes Adult School Administrative Assistant positions.</p>					

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
2022/2023**

										173.33 hours month	
RANGE	A	B	C	D	E	F	G	H	I	J	HR.EQUIV
-----	-----	-----	-----	-----	-----	-----	10 YR	15 YR	20 YR	25 YR	-----
20	3070	3243	3421	3587	3762	3940	4057	4180	4305	4433	17.71
21	3157	3324	3496	3672	3858	4040	4161	4286	4414	4548	18.21
22	3243	3420	3587	3762	3941	4137	4261	4389	4520	4657	18.71
23	3324	3496	3672	3858	4040	4243	4369	4501	4636	4776	19.18
24	3420	3587	3762	3941	4137	4370	4502	4638	4776	4920	19.73
25	3496	3672	3858	4040	4243	4466	4600	4737	4879	5026	20.17
26	3587	3762	3940	4137	4370	4571	4709	4849	4996	5145	20.69
27	3672	3858	4040	4243	4466	4693	4834	4980	5128	5284	21.19
28	3762	3940	4137	4370	4572	4812	4956	5105	5257	5416	21.70
29	3858	4039	4243	4466	4693	4940	5088	5241	5399	5560	22.26
30	3940	4137	4372	4571	4812	5037	5188	5343	5504	5669	22.73
31	4039	4243	4467	4693	4940	5181	5336	5496	5662	5830	23.30
32	4137	4370	4572	4812	5037	5314	5474	5638	5807	5981	23.87
33	4242	4466	4693	4940	5181	5452	5615	5783	5957	6136	24.47
34	4370	4571	4813	5037	5314	5586	5754	5927	6104	6287	25.21
35	4464	4692	4941	5181	5453	5714	5885	6062	6244	6431	25.75
36	4571	4811	5039	5314	5586	5871	6046	6230	6414	6608	26.37
37	4692	4940	5182	5452	5714	5998	6178	6364	6554	6750	27.07
38	4811	5036	5315	5586	5871	6152	6336	6525	6722	6924	27.76
39	4940	5181	5454	5714	5998	6311	6501	6695	6895	7102	28.50
40	5036	5313	5587	5871	6152	6473	6666	6866	7074	7284	29.05
41	5181	5452	5715	5998	6311	6629	6827	7033	7244	7460	29.89
42	5313	5586	5872	6152	6473	6808	7011	7223	7438	7661	30.65
43	5452	5714	5999	6311	6629	6975	7185	7401	7622	7850	31.45
44	5585	5870	6153	6473	6808	7147	7362	7582	7810	8045	32.22
45	5714	5997	6312	6629	6975	7304	7523	7749	7981	8221	32.97
46	5870	6150	6474	6808	7147	7506	7732	7964	8203	8448	33.87
47	5997	6309	6631	6975	7304	7698	7929	8166	8411	8664	34.60
48	6150	6472	6809	7147	7506	7885	8123	8365	8617	8874	35.48
49	6309	6629	6977	7304	7698	8084	8326	8575	8832	9097	36.40
50	6472	6807	7149	7506	7885	8289	8538	8793	9056	9328	37.34
51	6628	6975	7305	7698	8084	8488	8743	9005	9276	9553	38.24
52	6807	7146	7509	7885	8289	8710	8971	9240	9517	9804	39.27
53	6974	7303	7700	8084	8489	8912	9180	9456	9739	10032	40.24
54	7146	7505	7888	8289	8710	9153	9429	9711	10002	10302	41.23
55	7303	7697	8086	8488	8912	9386	9665	9957	10255	10563	42.13
56	7505	7884	8291	8710	9154	9613	9903	10199	10504	10820	43.30
57	7697	8083	8490	8912	9386	9837	10134	10437	10751	11073	44.41
58	7884	8289	8712	9154	9614	10081	10384	10696	11018	11348	45.49
59	8083	8488	8916	9386	9839	10333	10643	10962	11290	11628	46.63

Long. inc. of 3% for 10, 15, 20 & 25 years, granted on anniver of initial date of employment

Inc. 2% eff. 7-1-2002, 3.13% inc. eff. 7-1-2003, 04/05 inc. added to employee benefits.

Inc. of 5.36% eff. 7-1-2005. Inc. of 5% eff. 7-1-2006, Inc. of 3.69% eff. 7-1-2007

Inc. of 2.0% eff. 7-1-2008, Inc. 1.4% eff. 7-1-2010, Inc. of 0.7% eff. 7-1-2011

Inc. of 1.45% eff. 7-1-12, 2.5% eff. 7-1-13, 2.5% eff. 7-1-14, 3.5% eff. 7-1-15, 3.5% eff. 7-1-16

Eff. July 1, 2013 salaries increased 7% and employees will pay their own PERS contribution

3% Eff. July 1, 2017 - 02/01/2018 .5% added= 3.5% eff 07/01/2017, eff 07/01/2018 3.2%

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

CLASS 22_23				5/24/2023	DocuSigned by:				
				Date	Joshua J. Jern				
					Joshua J. Jern				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: *Submit one copy. List only one course on each application; submit to the Professional Growth Committee **prior to undertaking course.***

Name	Date	
Applicant School/Department	Position	
Course/Workshop Title and Number	Units	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	_____ Personal Necessity Leave
_____ Industrial Accident or Illness Leave	_____ Childbirth Leave
_____ Bereavement Leave	_____ Child Rearing Leave
_____ Jury Duty or Witness Leave	_____ Vacation Leave
_____ Absence for Promotional Examination	_____ Military Leave
_____ Leave of Absence without Pay	_____ Voting Leave
_____ Leave of Absence for Study or Retraining	_____ Other _____

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

 Approved ☐ Disapproved ☐

Employee's Signature _____

Date _____

Supervisor's Signature _____

Date _____

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

To: Superintendent (site principal) or designee.

From: _____ (Employee)

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

A. _____

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

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

Signature of Employee

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

Signature of Employee

To: _____

From: Immediate Supervisor

Your request is: Approved ☐ Disapproved ☐

Signature of Superintendent or Designee

PGUSD PERFORMANCE EVALUATION REPORT

Classified Personnel

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

Location
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	Job 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			
<input type="checkbox"/> Not Satisfactory (Can only be marked following a “requires improvement” summary evaluation) (Re-evaluate in 30 days)	<input type="checkbox"/> Requires Improvement (Re-evaluate in 30 days) (Not eligible for promotion/transfer)	<input type="checkbox"/> Effective – Meets Requirements (Eligible for promotion/transfer)	<input type="checkbox"/> Exceeds Requirements (Eligible for promotion/transfer)
PROBATIONARY EMPLOYEE: <input type="checkbox"/> I DO <input type="checkbox"/> I DO NOT recommend this employee to be granted permanent status.			
Evaluator's Signature:			Date:
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 <input type="checkbox"/> is <input type="checkbox"/> 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 2023-2024	
366 = days in one year	
106 = weekend days	
366 - 106 = 260 work days per year (wd/y)	
260 work days 12 months = 21.67 work days per month (wd/m)	
12 Month Classified Employee	Maintenance, Grounds, Custodian, Utility
260 work days per year - 15 holidays = 245 work days	Admin Assist. V (MOT)
· Vacation time can be used during all Breaks	Confidential (DO)
· Pay Schedule = 12 checks	Acct Clerk III (DO)
11.5 Month Classified Employee	Admin Assist. (AE)
250 work days per year - 15 holidays = 235 work days	Clerks (AE)
· October Break = non-working days	IT Technician (AE)
· Spring Break = non-working days	
· Pay Schedule = 12 checks	
11 Month Classified Employee	Admin Assist. IV (HS)
11 months x 21.67 wd/m = 238 wd/y - 13 holidays = 225 work days	Admin Assist. III (HS)
· Vacation time can be used during October, Winter & Spring Breaks	Admin Assist. II (HS - Summer)
· Pay Schedule = 12 equal checks July through June	Library Media Tech III (HS)
· Start July 17, 2023 - Last day June 12, 2024	Clerk III (HS) Account Clerk I (HS)
10.75 Month Classified Employee	Office Manager (FG) & (RD)
10.75 months x 21.67 wd/m = 233 wd/y - 13 holidays = 220 work days	Admin Assist. IV (MS)
· Vacation time can be used during Winter & Spring Breaks	
· October Break = non-working days	
· Pay Schedule = 12 equal checks July through June	
· Start July 17, 2023 - Last day June 12, 2024	
10.5 Month Classified Employee	Personnel Specialist/Tech (HR - Kimberly)
10.5 months x 21.67 wd/m = 228 wd/y - 13 holidays = 215 work days	Admin Specialist (DO)
· Vacation time can be used during Winter & Spring Breaks	Admin Assist. II (CHS)
· October Break = non-working days	Admin. Assist. II (HS - Felicia)
· Pay Schedule = 12 equal checks July through June	Clerk III (MS)
· Start July 19, 2023 - Last day June 7, 2024	Career Tech (HS)
10 Month Classified Employee	Bus Drivers
10 months x 21.67 wd/m = 217 wd/y - 13 holidays = 204 work days	BASRP Recreation Coord.
· Vacation time can be used during Winter & Spring Breaks	BASRP Recreation Leader
· October Break = non-working days	IT Technicians (MS, RHD, FGE)
· Pay Schedule = 12 equal checks July through June	
· Start July 31, 2023 - Last day June 4, 2024	
190 Day Classified Employee	
· All Breaks Off - Work student days + 5 days before school + 5 after school	Clerk III (RHD,FGE)
· Pay Schedule = 12 equal checks July through June	
· Start July 31, 2023 - Last day June 5 2024	
185 Day Classified Employee	
· All Breaks Off - Work student days + 5 days before school or after school	Library Tech II (MS,RHD,FGE)
· Pay Schedule = 11 equal checks August through June (see payroll to sign up for 12 month deferred Pay)	
· Start August 4, 2023 - Last day June 4, 2024	
180 Day Classified Employee	Instructional Assist., Food Service, Noon Duty
· All Breaks Off - Work student days ONLY	Campus Super., Para
· Pay Schedule = 10 equal checks August through May (see payroll to sign up for 12 month deferred Pay)	BASRP Rec. Attend., Healthcare Assist.
· Start August 9, 2023 - Last day May 31, 2024	Crossing Guard

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

HOLIDAY SCHEDULE 2023-2024

Tuesday	July 4, 2023	Independence Day
Monday	September 4, 2023	Labor Day
Friday	November 10, 2023	Veterans Day
Thursday	November 23, 2023	Thanksgiving
Friday	November 24, 2023	Local Holiday
Monday	December 25, 2023	Christmas Holiday
Tuesday	December 26, 2023	Local Holiday
Monday	January 1, 2024	New Year's Holiday
Tuesday	January 2, 2024	Local Holiday
Monday	January 15, 2024	Martin Luther King Day
Monday	February 12, 2024	Presidents' Holiday
Tuesday	February 13, 2024	Local Holiday
Wednesday	February 14, 2024	Local Holiday
Monday	May 27, 2024	Memorial Day
Wednesday	June 19, 2024	Juneteenth

SHORTENED DAYS (see Article VII D)

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

<u>Work Day</u>	The day before Thanksgiving New Year's & Spring Break	Christmas Holiday
6-3/4-8 hours	2 hours	4 hours
4-3/4-6-1/2 hours	1-1/2 hours	3 hours
2-1/4-4-1/2 hours	1 hour	2 hours
2 hours and under	1/2 hour	1 hour

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

Pacific Grove Unified School District - 2023-2024

180 Day School Calendar							Date	Event	
	M	T	W	TH	F				
July 2023	24	25	26	27	28		8/3	New Hire Orientation	
	31	1	2	3	4		8/4	Professional Development Day (Non Student Day)	
Aug 2023	7	8	9	10	11		8/7	Welcome	
	14	15	16	17	18		8/8	Teacher Prep Day (Non Student Day)	
	21	22	23	24	25		8/9	First day of School	17
	28	29	30	31	1				
Sept 2023	4	5	6	7	8		9/4	Labor Day Holiday	
	11	12	13	14	15				20
	18	19	20	21	22				
	25	26	27	28	29				
Oct 2023	2	3	4	5	6		10/6	End of 1st Quarter (42 days)	
	9	10	11	12	13		10/7	Butterfly Parade	
	16	17	18	19	20		10/16-10/20	Fall Break	
	23	24	25	26	27				17
	30	31	1	2	3				
Nov 2023	6	7	8	9	10		11/10	Veterans Day Holiday	
	13	14	15	16	17		11/22	Minimum Day for Students and Classified Staff	
	20	21	22	23	24		11/23-11/24	Thanksgiving Holiday	19
	27	28	29	30	1				
Dec 2023	4	5	6	7	8		12/15	End of 2nd Quarter (42 days)	
	11	12	13	14	15		12/15	End of 1st Semester (84 days)	
	18	19	20	21	22		12/22	Minimum Day for Students and Classified Staff	
	25	26	27	28	29		12/25-1/5	Winter Break	16
Jan 2024	1	2	3	4	5		12/25-1/5	Winter Break	
	8	9	10	11	12		1/8	Teacher Prep Day (Non Student Day)	
	15	16	17	18	19		1/15	Martin Luther King Holiday	
	22	23	24	25	26				16
	29	30	31	1	2				
Feb 2024	5	6	7	8	9		2/12-2/14	Presidents' Holiday	
	12	13	14	15	16		2/12-2/16	Presidents' Break (Holiday's 12,13 & 14)	
	19	20	21	22	23		2/19	Professional Development Day (Non Student Day)	15
	26	27	28	29	1				
March 2024	4	5	6	7	8				
	11	12	13	14	15		3/15	End of 3rd Quarter (47 days)	
	18	19	20	21	22				21
	25	26	27	28	29				
April 2024	1	2	3	4	5		4/5	Minimum Day for Students and Classified Staff	
	8	9	10	11	12		4/8-4/12	Spring Break	
	15	16	17	18	19				
	22	23	24	25	26				17
	29	30	1	2	3		5/27	Memorial Day	
May 2024	6	7	8	9	10		5/31	End of 4nd Quarter (49 days)	
	13	14	15	16	17		5/31	End of 2nd Semester (96 days)	
	20	21	22	23	24		5/31	Last Day of School	
	27	28	29	30	31		5/31	Minimum Day for Students /180-190 Classified Staff	22
	First Day/Last Day of School							Breaks	
	Professional Development Day/Teacher Prep Day							Holiday (8 total)	
	Welcome							Local Holiday (5 total)	
	Minimum Day for Students and Classified Staff (4 total)								
185 Work Days - Current Teachers			186 Work Days - New Teachers			Instructional Days 180			
Leap year, this calendar has one extra day we need to omit to make it 180									

END OF CONTRACT