

Collective Bargaining Agreement

Between

Princeton Joint Unified School District

and

California School Employees Association
and its Princeton Chapter, #445 (CSEA)

Effective:

July 1, 2021 - June 30, 2024

Princeton Joint Unified School District
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PREAMBLE

1. This Agreement is by and between the Board of Trustees of the Princeton Joint Unified School District of Princeton, California, hereinafter called the “Board,” and the California School Employees Association, and its Princeton Chapter, #445, hereinafter called the “CSEA.”
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).
3. This Agreement shall remain in full force and effect from July 1, 2021 until June 30, 2024.

ARTICLE 1: RECOGNITION

1.1 Acknowledgment

The Board recognizes the CSEA as the sole and exclusive bargaining agent for classified employees of the Board – excluding management, confidential, supervisory employees, and certificated employees. Also, shall not include short-term employees, part-time playground positions, temporary professional experts, apprentices, or other employees that do not qualify as members of the bargaining unit.

The CSEA, in turn, recognizes the Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board or its representative through the provisions of the Rodda Act. The bargaining may be expanded to other classes by mutual agreement of the District and the CSEA, subject to the rules of the Public Employment Relations Board (PERB). Disputed cases shall be submitted to PERB for resolution.

1.2 Scope of Representation

The scope of representation shall be limited to wages, hours, terms and conditions of employment, as specified in the Act and as determined by PERB.

ARTICLE 2: ORGANIZATIONAL SECURITY

2.1 Membership and Dues Deduction

2.1.1 The District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. The CSEA shall defend and indemnify the District for any claims arising from its compliance with this clause. This agreement shall satisfy the District's duty to bargain effects of the Janus decision.

2.1.2 The District shall not interfere with the terms of any agreement between the 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 the CSEA within its membership database.

2.1.3 The CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

2.2 Dues Deduction

- 2.2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- 2.2.2 The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
- 2.2.3 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.
- 2.2.4 There shall be no charge by the employer to the CSEA for regular membership dues deduction.

2.3 Membership Information

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

2.4 Hold Harmless Provision

- 2.4.1 The CSEA shall defend and indemnify the District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify the CSEA of any claims made by employees relating to dues authorization.

ARTICLE 3: EMPLOYEE RIGHTS

3.1 Personnel Files

Such employee files necessary for the efficient management of the District shall be kept by the Board. An employee may review his/her personnel file and may respond to documents in the file. The time taken for personnel file review and response to information contained in the file shall be in addition to the employee's number of work hours per day or shall be taken at a time of minimum work production interference as defined by the immediate supervisor. All employee records are confidential.

- 3.1.1 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the dates on which such material was drafted and placed in the file.
- 3.1.2 Employees shall be provided with copies of any derogatory written material ten (10) working days before it is placed in the employee's personnel file. Employees may prepare a written response which shall be attached to the material.

ARTICLE 4: ORGANIZATIONAL RIGHTS

4.1 CSEA Rights

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

- 4.1.1 The Board authorizes the CSEA to use without charge not more than one-quarter ($\frac{1}{4}$) of the total area of each facility-designated official bulletin board. Such bulletin area will be identified by the immediate supervisor of the facility and labeled "CSEA Business."

The Board authorizes the CSEA to place in the school district mail system not more than two (2) employee communications per week. The Board shall remove from employee mailboxes CSEA-written communications in excess of two (2) per week without notice to the CSEA.

- 4.1.2 The Board authorizes the CSEA to use the District's facilities and buildings at times other than hours of student instruction. In emergencies, the Board may authorize the CSEA to use the District's facilities and buildings as long as the use of such buildings and facilities does not interfere with the instructional program.

The immediate supervisor of the facility or building may grant the CSEA use of District equipment as long as such use is in accordance with the procedures provided for in the Civic Center Act and as long as the use of such equipment does not interfere with the normal student instruction or work production of the District. The CSEA shall pay for the cost of all materials and supplies incident to each use.

The CSEA agrees to leave facilities, buildings and/or equipment used in a clean and orderly condition.

- 4.1.3 The right to review employee's files and any other records dealing with employees when accompanied by the employee and or presentation of a written authorization signed by the employee.

- 4.1.4 The Board agrees to provide one (1) copy of any public document to the CSEA upon request from the CSEA and upon reimbursement to the District of all clerical and material costs involved in the duplication.
- 4.1.5 The right to review at reasonable times any public material in the possession of or produced by the District necessary for the CSEA to fulfill its role as the exclusive bargaining representative.

4.2 Restrictions on District Negotiations and Agreements

The Board shall not conduct any negotiations nor enter into agreement with any organization that claims to represent the employer-employee relations interest of employees in any of the classes (job titles) identified by the Board in the official CSEA document.

4.3 Distribution of Contract

As soon as practical after settlement of this contract is reached, the Board shall cause to be printed copies of this contract and amendments for distribution to all employees in the bargaining unit and future bargaining unit employees to be hired within the effective period of the contract.

4.4 District Notice to CSEA of New Hires

The District shall provide the CSEA notice of any newly hired employee, within ten (10) days of date of hire, via an electronic mail. This notice shall include the following information: full legal name, Board approval date, date of hire, classification, scheduled hours and site. In the event no one is hired in any particular month, the District shall send an email to the CSEA confirming they did not hire any new staff that month.

4.5 Employee Information

- 4.5.1 “Newly hired employee” or “new hire” means an employee, whether permanent, full-time, part-time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by the CSEA. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the CSEA unit.
- 4.5.2 The District shall provide the CSEA with contact information on the new hires. The information will be provided to the CSEA electronically via a

mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This information shall be provided to the CSEA regardless of whether the newly hired employee was previously employed by the District. This contact information shall include the following items, with each field in its own column.

- i. First Name
- ii. Middle Initial
- iii. Last Name
- iv. Suffix (e.g. Jr., III)
- v. Job Title
- vi. Department
- vii. Primary Worksite Name
- viii. Work Telephone Number
- ix. Home Street Address (Incl. Apartment #)
- x. City
- xi. State
- xii. Zip Code (5 or 9 Digits)
- xiii. Home Telephone Number (10 Digits)
- xiv. Personal Cellular Telephone Number (10 Digits)
- xv. Personal Email Address of the Employee
- xvi. Employee ID
- xvii. CalPERS Status (Y/N)
- xviii. Hire Date

4.5.3 Newly hired employees may, in accordance with the Public Records Act (PRA), request not to have their home address, home telephone number, personal cellular telephone number, and birth date provided to their exclusive representative. Under the PRA, this personal information is not open for public disclosure, but is open to the exclusive representative, unless the employee affirmatively requests otherwise (*County of Los Angeles v. Los Angeles County Employee Relations Commission* (2013) 56 Cal. 4th 905). The District shall do nothing to encourage employees to make such a request.

4.5.4 Periodic Update of Contact Information

The District shall provide the CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January and May. The information will be provided to the CSEA electronically via a mutually agreeable secure FTP site or service. This contact information shall include all information listed in Subsection 4.5.2, with each field listed in its own column.

4.6 New Employee Orientation

- 4.6.1 “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means of mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- 4.6.2 The District shall provide the CSEA mandatory access to its new employee orientations. The CSEA shall receive not less than ten (10) days’ notices in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable. The Parties recognize that due to the small size of the District, vacancies create a disproportionate impact on serving the needs of the students. It is understood that less notice may be received when the hiring process takes place in less than ten (10) days.
- 4.6.2.1 In the event the District conducts a group orientation, the CSEA shall have one (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- 4.6.2.2 In the event the District conducts one-on-one orientations with new employees, the CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- 4.6.3 The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. The CSEA shall provide the copies of the CSEA membership applications to the District for distribution. The District shall also send an email with a link or attachment of the collective bargaining agreement to any newly hired employee.
- 4.6.4 The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.

4.6.5 During the CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

ARTICLE 5: MANAGEMENT RIGHTS

5.1 Rights

It is understood and agreed that the District has all the customary and usual rights, powers, functions and authority to discharge its obligations. Any of the rights, powers, or authority which the District had prior to the execution of this Agreement are retained except those rights, powers, and functions or authority which are specifically abridged or modified by this Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining. Rights and responsibilities referred to in this section:

- (a) To the executive management organization and administrative control of the District and its properties and facilities and the activities of its employees.
- (b) To direct the work of its employees, and determine the kinds and levels of services to be provided and the methods and means of providing those services.
- (c) To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment.
- (d) To establish educational policies, goal and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and
- (e) To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States.

ARTICLE 6: HOURS AND OVERTIME

6.1 Work Year

Upon recommendation of the Superintendent, the Board shall designate the work year for each classified position. Work year for classified employees is defined as follows:

- 6.1.1 A twelve (12) month employee is defined as one who renders service on all work days of the fiscal year, less all holidays and authorized vacation days.
- 6.1.2 An eleven (11) month employee is defined as one who renders eleven (11) months of service, two hundred thirty-nine (239) days, during the fiscal year, less all holidays which fall within the defined service period and less authorized vacation days.
- 6.1.3 A ten (10) month employee is defined as one who renders ten (10) months of service, two hundred seventeen (217) days, during the fiscal year, less all holidays which fall within the defined service period and less authorized vacation days.
- 6.1.4 Employees who work less than ten (10) months will have as their work year the number of days actually worked plus holidays falling within the defined service period, plus authorized vacation days. Such employees' salaries will be prorated computed on an hourly basis, but payment of salaries will be made in the same manner and at the same times as ten (10), eleven (11) or twelve (12) month employees.

6.2 Work Week and Work Day

The classified staff shall be employed on the basis of an eight (8) hour day and forty (40) hour week. Upon recommendation of the Superintendent, certain positions may be designated in which service shall be for less than eight (8) hours a day or forty (40) hours a week, in which case the compensation of the employees shall be prorated accordingly.

- 6.2.1 Employees working regularly at two (2) or more separate assigned sites will be allowed travel time as part of the work day.
- 6.2.2 Vacation days will be used within the designated employment period.

6.3 Lunch and Rest Periods

All employees covered by this Agreement shall be entitled to an unpaid uninterrupted lunch period. The length of time for such lunch period shall be for a period of no less than one-half (½) hour. Each bargaining unit employee shall have one paid fifteen-minute rest period for each four (4) hour consecutive period worked at times approved by the immediate supervisor, but not during the first hour of the employee's workday.

6.4 Overtime Authorization

6.4.1 An employee who is required to work more than eight (8) hours a day or forty (40) hours a week shall be compensated for such overtime work at a rate equivalent to one and one-half (1½) times regular hourly rate of pay. Such compensation may be in the form of cash or in equal compensatory time off as determined by the Superintendent and the employee.

6.4.2 Overtime for all classified personnel may be assigned by the Superintendent of the school, provided that such overtime is to be paid in compensatory time off. When such time is to be paid in wages, prior approval by the employee must be secured from the Superintendent.

6.4.3 All hours worked on holidays designated by this Agreement shall be compensated at one and one-half (1½) times the regular rate of pay in addition to the regular pay received for the holiday.

6.5 Overtime – Equal Distribution

Overtime shall be distributed and rotated as equally as is possible among employees in the bargaining unit within each department except when, in the opinion of the Superintendent, this would be detrimental to the efficient operation of the District.

6.6 Right of Refusal

An employee may refuse overtime work, except when the needs of the District warrant, the supervisor may direct the employee to work overtime. The supervisor shall attempt to identify employees desiring to work overtime before directing an employee against his/her will to work overtime. The needs of the District shall be defined to include emergencies and situations where all available employees have initially rejected the offer of overtime.

6.7 Standby Time

All standby time shall be considered as regular hours worked and shall be compensated on a straight-time or overtime basis as are other hours worked under this Agreement. On extended trips during which an employee is released from duty and is provided with accommodations shall not count as standby time.

- 6.8 Any bargaining unit employee called back to work, either after normal working hours or on a day not worked, shall receive not less than two (2) hours of work at the appropriate pay rate, irrespective of the actual time less than that required to be worked. On a regular work day, the overtime rate of pay will be applied to hours by which the total of regular work time and call-back time exceeds eight (8) hours.

ARTICLE 7: PAY AND ALLOWANCES

7.1 Regular Rate of Pay

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class, as provided for in Appendix "A" which is attached hereto and by reference incorporated as part of this Agreement. The regular rate of pay shall include any longevity required to be paid under this Agreement.

7.2 Salary Schedule

- 7.2.1 The salary schedule lists the established classification. Each classification is assigned a range number on the salary schedule which proceeds through twelve (12) steps.
- 7.2.2 The anniversary date for classified employees shall be July 1. Each employee shall advance to the next step of his/her classification on July 1.
- 7.2.3 New inexperienced employees shall be placed on Step 1 of the appropriate salary range and shall be granted a one (1) step increment after the successful completion of the six (6) month probationary period. Such employees will not receive an annual increment on July 1 following their employment.
- 7.2.4 For new experienced employees, a maximum of ten (10) years of applicable experience may be recognized by placement at Steps 2 through 10 at the time of employment. For purposes of this section, the probationary step increase will not apply, but such employees will receive the annual increment on July 1 following employment.

7.2.5 When a classified employee is moved to a higher salary range, he/she shall be placed at the lowest step which provides a raise of at least one (1) full increment at the higher range. In addition, he/she shall receive the normal step increase he/she would have received had he/she remained at the lower range. (Anniversary date shall not be changed.)

7.2.6 When a classified employee is moved from a classification of higher pay to a classification of lower pay, the employee will be placed at that salary which is closest to and below the one he/she has been receiving in the higher classification. The operation of this section shall not affect the “years of service” requirement for longevity increments.

7.2.7 Retroactive to July 1, 2023, the District shall increase the entire classified salary schedule by 7%.

7.3 Hold Harmless

The CSEA agrees, with respect to Sections 7.4, 7.5, 7.6, 7.7, and 7.8, to hold the District blameless for violations of these items which are caused by errors, omissions or delays by the County Office. The District agrees to make every effort to see that the County complies with these provisions.

7.4 Paychecks

All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions.

7.5 Frequency

All unit members shall be paid at minimum once per month. Unit members who work variable hours and members who earn overtime or extra pay shall be issued their paycheck on the tenth (10th) of each month. All other unit members shall be issued their paycheck on the last working day of the month. If the pay date falls on a Saturday, Sunday or holiday, the paycheck shall be issued on the preceding work day.

7.6 Deductions

Deductions shall be made from each month’s salary in accordance with the California State Employees’ Retirement Act, Federal Income Tax, State Income Tax, and Social Security, Old-Age, Survivors, and Disability Insurance as provided by law. Other deductions approved by the District or required by law will be made when authorized by the employee.

7.7 Payroll Errors

Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued, not later than five (5) working days after determination of the error.

7.8 Lost Checks

Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced not later than five (5) working days following the employee's notice to the payroll department for replacement of the check.

7.9 Pay Increases

The District shall make a lump sum payment of an agreed upon retroactive wage increase resulting from an amendment to this Agreement within forty-five (45) days, pending the County Office's ability to do so, of the Agreement between the District and the CSEA.

7.10 Meals

Any employee in the bargaining unit who, as a result of work assignment at the direction of the Superintendent or Board, and is not provided with meals through the conference or assignment, must have meals away from the District, shall be reimbursed at the per diem California statewide Meals and Incidentals (M&IE) rates established by the United States General Services Administration within a reasonable time after submission of the expense claim. This amount shall be updated annually based upon the established rate. Receipts shall not be required.

7.11 Lodging

The District will directly pay for lodging for any employee in the bargaining unit who, as a result of a work assignment at the direction of the Superintendent or Board, must be lodged away from home overnight. However, if an extenuating circumstance requires the employee to pay for lodging out of pocket, then they shall be reimbursed by the District.

7.12 Extended Bus Trips – Policy

A credit card shall be available to bus drivers for fuel, breakdowns, and required lodging. This would apply to all trips requiring more than one (1) tank of fuel and/or overnight trips out of the District.

7.13 Stipends

7.13.1 All classified employees who are required or mandated to attend in-service job training pertaining to their present duties outside the normal working hours will be compensated at their regular hourly rate of pay or be given compensation time.

7.13.2 The District shall provide a bilingual stipend in the amount of \$500 to unit members who are regularly required to serve as verbal language translators. To qualify for the bilingual stipend, unit members must successfully pass a bilingual examination approved by the District. The District shall only pay examination fees on a unit member's first attempt at the approved bilingual examination. Proof of exam completion shall be submitted to the District prior to receiving the stipend.

7.14 Longevity

See salary schedule for longevity.

7.15 Summer Assignments

An employee who is assigned to work during the summer months shall be paid off of a salary schedule created and approved by the Governing Board of the District for summer employment.

7.16 Classified School Employee Summer Assistance Program (CSESAP)

The Classified School Employee Summer Assistance Program (CSESAP) was established in 2018 to begin with the 2019-20 school year. The District agrees to comply with the requirements of this program as specified in Section 45500 of the State of California Education Code.

ARTICLE 8: BENEFITS

8.1 Part-Time Employees

8.1.1 Members of the bargaining unit regularly assigned on a part-time basis (less than eight [8] hours per day, forty [40] hours per week) shall be entitled to all leaves of absence and other benefits provided by law during the fiscal year including holidays and vacations. Such benefits shall be prorated in accordance with a ratio of the time worked as it bears to eight (8) hours per day, forty (40) hours per week, and twelve (12) months per year.

8.2 Employee and Dependent Insurance Coverage

The District health coverage, the District dental coverage, and the District vision coverage shall be those established by California's Valued Trust. (See Appendix "C.")

8.3 Eligibility

8.3.1 All employees in the bargaining unit who work at least four (4) hours per day are eligible for programs provided in Section 8.2 of this Article. The District's contribution to employees who work at least four (4) hours will be on a prorated basis. Employees who work eight (8) hours per day must enroll in the programs provided in Section 8.2 of this Article. Employees working more than four (4) hours per day who elect to be covered and all employees working eight (8) hours per day will be enrolled in insurance programs on the first of the month following fulfillment of eligibility requirements. "Fringe benefit coverage" shall terminate on the last day of the month following the termination date of an employee, the voluntary reduction in hours below the four (4) hour level of the incumbent employee or the involuntary reduction below the four (4) hour level of the probationary employee.

8.3.2 All employees in the bargaining unit who work less than four (4) hours per day may elect to be covered by any one of the insurance programs listed in Section 8.2 provided they fully reimburse the District for the premium cost of their selections.

8.4 Continuation – Paid Leave

The District agrees to continue payments for all benefit programs provided for in Section 8.2 of this Article during the absence of any employee in the bargaining unit who is on paid leave.

8.5 Continuation – Retirement

The District agrees to continue medical benefits for retired employees who pay their own costs.

8.6 Nothing in Article 8 shall operate so as to deprive present employees of any benefits they now receive.

ARTICLE 9: HOLIDAYS

9.1 Scheduled Holidays

All members of the bargaining unit shall be granted all the following holidays for which they are eligible under Section 9.4:

9.1.1 Independence Day

9.1.2 Labor Day

9.1.3 Veterans Day

9.1.4 Wednesday before Thanksgiving Day

Shall be taken in lieu of Admission Day.

9.1.5 Thanksgiving Day

9.1.6 Friday following Thanksgiving Day

9.1.7 Christmas Eve Day

9.1.8 Christmas Day

9.1.9 New Year's Eve Day

If Christmas Day and New Year's Day fall on Thursday, the following Friday in lieu of the eves.

9.1.10 New Year's Day

9.1.11 Martin Luther King, Jr. Day

9.1.12 Lincoln's Birthday

Observed on the 2nd Monday in February or the Tuesday following President's Day when the school calendar reflects the week of President's Day as a non instructional week.

9.1.13 President's Day

Observed on 3rd Monday in February.

9.1.14 Good Friday

9.1.15 Monday following Easter

9.1.16 Memorial Day

9.1.17 Juneteenth

9.2 Additional Holidays

Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, on which schools are requested to be closed, or any day declared a holiday by the Governing Board under Education Code Section 37222 shall be a paid holiday for all members in the bargaining unit.

9.3 Holidays on Saturday or Sunday

Legal holidays falling on a Saturday or Sunday will be recognized on the day preceding or following the holiday.

9.4 Holiday Eligibility

Members of the bargaining unit are entitled to paid holidays if they are in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period, even if they are not normally assigned to duty during such holiday. Paid vacation and paid holidays are defined as days of paid status. New employees who begin their employment the working day after a paid holiday shall not be eligible to be paid for the holiday.

9.5 Recess Periods

School recess during the winter and spring recess periods shall not be considered holidays for classified employees who are normally required to work during that period (Education Code Section 45203).

ARTICLE 10: VACATIONS

10.1 Eligibility

Members of the bargaining unit who have completed six months of service as a regular probationary employee shall accumulate vacation at the regular rate of pay earned at the time the vacation is commenced. Vacation benefits are earned on a fiscal year basis – July 1 to June 30.

10.2 Paid Vacation

Vacation may, with the approval of the employee's supervisor, be taken at any time during the school year. If the employee is not permitted to take his/her full vacation, the amount not taken shall accumulate for use in the next year or, at the request of the employee, be paid for at the option of the Board. The employee may be granted vacation during the school year, even though not earned at the time the vacation is taken, at the option of the immediate supervisor. Employees will utilize vacation time at least within the year following the year in which it is earned.

10.3 Accumulation

Vacation shall be earned and accumulated on a monthly basis in accordance with the following schedule:

<u>DAYS EARNED PER MONTH</u>	<u>YEARS SERVICE</u>	<u>VACATION DAYS NOT TO EXCEED</u>
0.83	1-5	10
1.25	6-15	15
1.67	16 or more	20

For purposes of salary computation, all references in this article to vacation "days" mean days of the same number of hours as the employee's normal working day.

10.4 Vacation Pay Upon Termination

On separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

10.5 Vacation Postponement

10.5.1 If a bargaining unit employee's vacation becomes due during a period when he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry-over his/her vacation to the following year, or, upon the request of the employee, the vacation may be paid for in cash at the option of the Board.

10.6 Holidays

When a holiday, as defined in this Agreement, occurs during the scheduled vacation of the bargaining unit employee, the employee will receive pay at the regular rate of pay for the holiday and shall not be charged a vacation day for absence of the holiday.

10.7 Vacation Scheduling

10.7.1 The District reserves the right to allow scheduled vacation at times least disruptive to the normal work routine. Insofar as is possible, employee preference as to the time of vacation will be granted.

10.7.2 If there is any conflict between employees who are working on the same or similar operations as to when vacation shall be taken, the employee with the greatest bargaining unit seniority shall be given his/her preference.

10.7.3 Disputes arising from the scheduling of vacations shall not be subject to the provisions of Article 22: Grievance Procedure.

ARTICLE 11: LEAVES

11.1 Sick Leave

11.1.1 Members of the bargaining unit shall be entitled to paid leave of absence for personal illness or injury at the rate of one (1) day for each month of service rendered during the fiscal year. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness excluding overtime.

11.1.2 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such may be taken at any time during the year. The use of unearned sick leave will be limited to leave credited for the current year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District. Used, but unearned, sick leave will be deducted from the final check at termination of employment.

11.1.3 Unused sick leave credits shall be accumulated from year to year without limit.

11.1.4 Application for sick leave benefits requires the approval of the Superintendent. In the event that an employee is absent for more than three (3) days, his/her application for sick leave benefits may require a statement from a licensed physician for any absence due to illness or injury when, in the judgment of the Superintendent, it is in the best interest of the District to do so.

11.1.5 A classified employee absent due to illness or accident for five (5) months or less shall receive not less than the difference in pay between his/her salary and that of a substitute employee to fill his/her position.

11.2 Bereavement Leave

11.2.1 Every unit member shall be entitled to three (3) days paid leave of absence, or five (5) days if travel of more than two hundred (200) miles is involved, on account of the death of any member of his/her immediate family. Bereavement leave shall not be deducted from sick leave. The District may grant two (2) additional days if needed.

11.2.2 Special bereavement leave may be granted by the Board, on an individual case basis, where, in the opinion of the Board, the relationship between the employee and the deceased warrants such leave even though the deceased is not included in the definition of "immediate family."

11.2.3 Such leave shall not be deducted from other leaves granted by the Board.

11.3 Jury Duty

An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty during the employee's regularly assigned work hours. Employees so called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the Court. The District shall pay the employees the difference, if any, between the employee's regular rate of pay and the amount received for jury duty, less meals, travel, and parking allowances. Employees are required to return to work during the day or portion thereof in which jury duty services are not required or when the employee is released from jury duty with one-half (1/2) or more of the working day remaining. The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation.

11.4 Industrial Accident

Members of the bargaining unit who sustain an injury or illness arising directly out of, and in the course and scope of, their employment shall be eligible for a maximum of sixty (60) working days paid leave in one (1) fiscal year. This leave

shall not be accumulated from year to year. Industrial accident or illness leave will commence on the first day of absence.

Payment for wages lost on any day shall not, when added to an award granted under the Workers' Compensation laws of this state, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one (1) day for each day of authorized absence, regardless of a compensation award made under the Workers' Compensation. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred for the same illness or injury.

Employees shall be required to serve or have served the District in a paid status continuously for a period of three (3) years to be eligible for industrial injury and illness leave.

Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave will be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

Anytime an employee on industrial accident or illness leave is able to return to work, the employee may be reinstated in a position in the same class without loss of status or benefits.

11.5 Military Leaves

Members of the bargaining unit shall be granted any military leave to which they are entitled, under law, as classified school employees. Employees shall be required to request military leaves in writing and, upon request, to supply the District with "orders" and status reports.

11.6 Personal Necessity

During any school year an employee may use, at his/her election, not more than seven (7) days of accumulated sick leave benefits in the following cases of personal emergency:

11.6.1 Death of a member of his family.

- 11.6.2 Accident involving his/her person or property, or the person or property of a member of his/her family, of such an emergency nature that the immediate presence of the employee is required during his/her work day.
- 11.6.3 Appearance in court as a litigant, or as a witness under an official order.
- 11.6.4 Serious or critical illness of a member of the family, calling for services of a physician and verified by the physician's statement and of such an emergency nature that the immediate presence of the employee is required during his/her work day.
- 11.6.5 Personal business that is of a nature that cannot reasonably be conducted outside the assigned hours of duty and subject to the approval of the District Superintendent.
- 11.6.6 Up to three (3) of the seven (7) days shall be granted for other personal reasons. Such days shall be at the employee's discretion and no reason need be given for the absence.
 - 11.6.6.1 The employees shall, however, certify that the absence was not used for concerted activities of any nature, whether CSEA related or not.
 - 11.6.6.2 These days shall not be used during the first or last five (5) work days of the school year, or to extend a holiday/vacation period.
 - 11.6.6.3 Advance approval from the site administrator is required.

11.7 Long Term Leaves of Absence

- 11.7.1 A classified employee, upon the recommendation of the Superintendent, may be granted a long-term leave of absence without pay for a period not to exceed one (1) year.
- 11.7.2 Such leaves shall be granted only for purposes which are in the best interest of the school district.
- 11.7.3 Upon return from a leave of absence, the employee shall be reinstated to a position equivalent in duties and salary to that which he held at the time that his/her request for leave was granted.

11.8 Parental Leave

- 11.8.1 Definition of Parental Leave: For the purposes of the Article, "parental leave" is defined as "leave for reason of the birth of a child of the

employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.”

11.8.2 Eligibility for Parental Leave

11.8.2.1 All full-time and part-time employees who have been employed for twelve (12) months with the employer are entitled to utilize parental leave.

11.8.2.2 New Parent Leave Act (NPLA) for organizations with twenty-plus (20+) employees working within a seventy-five (75) mile radius: requires one thousand two hundred fifty (1,250) hours of work within the twelve (12) months preceding requested leave. Should the District increase employment to over fifty (50) employees, this requirement would change.

11.8.3 General Provisions

11.8.3.1 All employees who meet the eligibility requirements in Section 11.8.2 are entitled to twelve (12) unpaid weeks of parental leave in any twelve (12) month period. When both parents of the child are employed by the employer, the parents will be limited to a total of twelve (12) workweeks of parental leave between the two of them.

11.8.3.2 The employee is entitled to take parental leave in intermittent periods within the twelve (12) month period; however, the aggregate amount of the parental leave taken shall not exceed twelve (12) workweeks in the twelve (12) month period. The leave shall be taken in two (2) week blocks.

11.8.3.3 If a school year concludes before the twelve (12) workweek period is exhausted, the employee may take the balance of the twelve (12) workweek period in the subsequent school year.

11.8.3.4 The employee is entitled to use his/her regular accrued paid sick leave and differential pay sick leave in taking parental leave, if the employee chooses to do so. The employee must first use his/her regular accrued paid sick leave, and then, when this accrued leave is exhausted, the employee is entitled to use differential pay sick leave, for a total of twelve (12) workweeks in any twelve (12) month period.

11.8.3.5 The employee is also entitled to use his/her vacation leave in taking parental leave, if the employee chooses to do so.

11.8.3.6 The employee can choose to, but is not required to, use his/her paid leaves, e.g., sick leave or vacation leave, when taking parental leave.

11.8.3.7 PJUSD has less than fifty (50) employees and does not qualify for either CFRA or FMLA. Should there be any changes to the New Parental Leave Act, the parties will meet to negotiate so that this section is consistent with State Law.

11.9 Child Adoption Leave

Any unit member shall be entitled to ten (10) days of unpaid leave for processing the adoption of a child.

11.10 General Leaves

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District.

ARTICLE 12: LEAVE OF ABSENCE FOR RETRAINING AND STUDY

12.1 Retraining and Study Leave

12.1.1 A classified employee may be granted an unpaid leave of absence at the discretion of the Board, for the purpose of undertaking study or for retraining the employee to meet changing technological conditions. Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period, provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period.

12.1.2 An employee applying for leave of absence for retraining or study purposes must have rendered years of service to the District as specified in the Education Code.

12.1.3 No more than one (1) study and/or training leave of absence shall be granted to an employee in each three (3) year period, and no more than one (1) employee will be on leave at any given time.

12.1.4 Such leaves of absences shall not be deemed a break in service for any purpose. A leave of absence in excess of three (3) months shall not be time which counts toward advancement on the salary schedule.

ARTICLE 13: HIRING

13.1 Selection Procedures

- 13.1.1 When job openings occur, the District Office will provide announcements for posting at each school, in the District Administration Office, and various departments.
- 13.1.2 Qualified employees in the bargaining unit, interested in being considered for the opening shall be given first consideration in filling any job vacancy after the announcement of the position vacancy.
- 13.1.3 All qualified applicants from within the District shall be personally interviewed.
- 13.1.4 In the selection of personnel, careful attention will be given to fair employment practices and Code requirements in regard to sex, race, creed and marital status. Applicants are screened and evaluated in terms of experience, ability and personal attributes. In the selection of personnel, all qualification criteria being equal, seniority shall be a major consideration.

13.2 Medical Examination

A candidate selected for a probationary appointment may be required to satisfactorily pass a medical examination conducted by a physician designated and paid by the candidate.

13.3 Application

Each application will become part of the employee personnel record and is not subject to removal from the files of the District.

13.4 Probationary Period

- 13.4.1 Persons new to the District will be required to serve a maximum probationary period of six (6) months or one hundred thirty (130) days of paid service, whichever is longer.
- 13.4.2 Probationary employees may be demoted, suspended or terminated at the will of the Governing Board.
- 13.4.3 After successful completion of the probationary period, the employee shall be granted permanent status in the District and shall be subject to dismissal for cause only as specified in the Education Code and other laws

of the state. Once permanent status is attained, additional probationary service shall not be required in connection with promotion.

ARTICLE 14: EVALUATION

14.1 Procedure

The Board shall provide for a procedure in the evaluation of employee performance.

14.2 Copies of Evaluation

A copy of employee performance evaluation shall be made available to the respective employee at the time of evaluation and shall be reviewed with the employee by the immediate supervisor.

14.3 Confidentiality

All employee evaluations are confidential.

ARTICLE 15: PROMOTION

15.1 Definition

“Promotion” refers to an upward movement of an employee from one class of positions to another. The District must give every qualified employee the opportunity to compete for advancement.

ARTICLE 16: CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

16.1 Classification Plan

The District will provide a written classification plan (Appendix A) which will include all classified positions which are qualified to be designated as members of the classified service.

16.2 Exempt Positions

The classification plan will not include positions which are exempt from the classified service. Such exempt positions include but are not limited to: substitute and short-term employees, full-time students employed part time, apprentices and professional experts employed on a temporary basis.

16.2.1 Any position or employee lawfully exempted from the classified service shall be excluded from the benefits conferred by these rules except as provided by policy of the Governing Board.

16.3 New Positions or Classes of Positions

The Board of Trustees will create new positions and abolish or combine existing classifications when the Board determines that the needs of the District require such action.

16.3.1 If the District proposes to abolish a position or class of positions, it shall notify the CSEA in writing. Such action will not be subject to negotiation or grievance.

16.4 Job Descriptions

16.4.1 Each classified position shall have a written job description on file in the Superintendent's office. It shall be the responsibility of the Superintendent of Schools to have a job description written for positions under this jurisdiction. Each job description is subject to approval of the Board of Trustees.

16.4.2 Duties may include, but not necessarily be limited to, those outlined in the job descriptions and employees are required to cooperate in performing such other relative duties that may reasonably be assigned by their supervisors.

16.4.3 Upon initial employment and each change in classification each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

ARTICLE 17: ASSIGNMENT AND REASSIGNMENT

17.1 Assignment and Reassignment

17.1.1 Classified Personnel are appointed to serve the District as a whole rather than any separate school and assignment may be made at the discretion of the administration. Insofar as possible, consultations with employees are arranged with reference to placement to ensure the most productive working relationships.

- 17.1.2 Personnel are normally assigned to a given school or department for the entire year. However, an employee may at any time be assigned to the school or department of greatest need.
- 17.1.3 Appointments and assignments are functions of the Superintendent of Schools and are accomplished with the concurrent recommendation and agreement of the appropriate supervising school and/or District administrator.
- 17.1.4 Requests for reassignments to another school or department, within the same job classification, will be received in writing, at any time, and considered whenever a directly related job vacancy arises. Requests of this type may be submitted regardless of opportunities available at the time. Such transfers will be made in the best interests of the District and employee.
- 17.1.5 Recommendations for reassignment, or demotion to a lower classification, shall be for reasonable cause, including but not limited to the employee's incompetence in performing the duty and in carrying out the responsibilities of the position.

17.2 Reassignment to Lower Classification

- 17.2.1 When a pattern of unsatisfactory performance by a permanent employee becomes evident, the appropriate administrator and/or supervisor will assist the person to improve and remedy the situation by pointing out the areas where performance is unsatisfactory and by pointing out ways and means of improvement.
- 17.2.2 If no improvement is shown, then the appropriate administrator and/or supervisor may recommend reassignment. Nothing here will be construed to make Article 21 inoperative with respect to dismissal.

ARTICLE 18: LAYOFF AND REEMPLOYMENT

18.1 Reason for Layoff

Layoff shall occur only for lack of work or lack of funds.

18.2 Notice of Layoff

The District shall notify both the CSEA and the affected employee in writing not less than sixty (60) days prior to the effective date of layoff. The District and the CSEA shall meet upon request to review the layoff and to determine that the order of layoff complies with Education Code requirements. Any notice of layoff shall

specify the reason for layoff and identify, by name and classification, the employees designated for layoff. Failure to give written notice under the provisions of this section shall invalidate the layoff.

ARTICLE 19: TERMINATION OF EMPLOYMENT

19.1 Termination

19.1.1 When a classified employee intends to terminate his/her employment with the District, he/she must give two (2) weeks written notice of such intention.

19.1.2 All dismissals of employees by the District will be accomplished according to the laws of the State of California.

19.2 Resignation

A classified employee who desires to resign in good standing shall submit his/her resignation in writing to the Superintendent at least three (3) weeks in advance of his/her intended resignation date. Upon the recommendation of the Superintendent, the Governing Board shall accept resignation and may fix the effective date of the resignation which shall not be later than the end of the current school year.

ARTICLE 20: INSERVICE TRAINING

20.1 The Board agrees to provide bargaining unit employee training in concepts of safety in compliance with state and federal OSHA regulations. Such other training opportunities as determined by the Board shall be offered to employees on a voluntary basis outside of normal working hours.

ARTICLE 21: DISCIPLINARY ACTION

21.1 Introduction

21.1.1 Disciplinary action may result from a wide range of types and severity of violation of rules, regulations, or laws. The types of action may involve suspension, demotion, or dismissal.

21.1.2 Suspension, demotion, or dismissal must occur for a reasonable cause as described in the Education Code and other laws of the state.

21.2 Emergency Situation

21.2.1 The CSEA and the District recognize that emergency situations can occur involving the health and welfare of students or employees. If the employee's presence would lead to clear and present danger to the lives, safety, or health of students or fellow employees, the District may immediately, without warning, suspend the employee, with or without pay.

21.2.2 Within seven (7) working days, the District shall serve notice and the statement of facts upon the employee, who shall be entitled to respond to the factual contentions supporting the emergency at Level II of the grievance procedure.

21.3 Disciplinary Procedure

21.3.1 General

A unit member may be informally or formally disciplined by the District. Informal discipline for a non-permanent employee includes a range of disciplinary actions from reprimand to dismissal. Informal discipline for a permanent employee includes any disciplinary action which does not involve unpaid suspension, demotion, or dismissal. Formal discipline of a permanent employee involves unpaid suspension, demotion, or dismissal.

21.3.2 Reasons for Discipline

Following are some of the reasons that the District may deem sufficient for discipline. The list is not intended to be exhaustive.

- (a) Unauthorized absences
- (b) Unauthorized lateness to work
- (c) Failure to perform regular or other assigned duties
- (d) Failure to observe precautions for personal safety, posted rules, signs, written or oral safety instructions, or to use protective clothing or equipment
- (e) Conviction of any criminal act involving moral turpitude
- (f) Disorderly or immoral conduct while in a paid status
- (g) Violation of any lawful order by a supervisor
- (h) Insubordination
- (i) Incompetence or inefficiency in performance of duties
- (j) Intoxication while on duty
- (k) Use of narcotics or drugs illegally
- (l) Damage to or waste of District property or supplies due to negligence or willful acts, or conversion of public property

- (m) Violation of any of the District regulations regarding duties, conduct, or performance of a classified employee
- (n) Willful conduct tending to injure the public service

21.3.3 The following examples of reasons for which a unit member may be disciplined are divided into two groups. Those reasons listed in Group I are examples of potentially remedial work behaviors which result in less than satisfactory employee performance. Any unit member exhibiting one or more behaviors of this type may be disciplined and encouraged to improve his/her performance so as to eliminate the risk of more severe disciplinary action. The offenses listed in Group II are examples of very serious offenses which could warrant severe disciplinary action.

The following examples are guidelines only and are not intended to cover every type of offense for which an employee may be disciplined. The examples of discipline are examples only and do not in any way limit the authority of the school district to discipline an employee.

Examples of Discipline for Offenses

Examples of Group I Reasons	1st	2nd	3rd
Unauthorized lateness to work	Reprimand	Reprimand to suspension	Suspension to removal
Unauthorized absences	Reprimand	Reprimand to suspension	Suspension to removal
Failure to observe precautions for personal safety, posted rules, signs, written or oral safety instructions, or to use protective clothing or equipment	Reprimand to suspension	Reprimand to removal	Suspension to removal

Examples of Group II Reasons

Failure to perform regular or other assigned duties	<p>These offenses are very serious and, depending on the circumstances, may warrant severe discipline up to and including removal</p>
Conviction of any criminal act involving moral turpitude	
Disorderly or immoral conduct while in paid status	
Violation of any lawful order by a supervisor	
Insubordination	

Incompetence or inefficiency in performance of duties	
Intoxication while on duty	
Use of narcotics or drugs illegally	
Damage to or waste of school district property or supplies due to negligence or willful acts, or conversion of public property	
Violation of any of the school district regulations regarding duties, conduct, or performance of a classified employee	
Willful conduct tending to injure the public service	

21.3.4 Procedure for Informally Disciplining an Employee

Informal disciplinary action may be imposed for corrective purposes and may include written reprimand and/or involuntary transfer to a vacant position.

- (a) The employee shall be given a written notice of the informal discipline (i.e., the written reprimand or the involuntary transfer notice).
- (b) Contents of the Written Reprimand/Notice
 - (1) A statement in ordinary and concise language of the specific acts and/or omissions upon which the action is based.
 - (2) A statement of the improvement(s) or correction(s) required.
 - (3) A statement that the employee has the right to respond to the matters raised in the disciplinary action, both orally and in writing, prior to the end of the ten (10) calendar days following the date the written notice was served.
 - (4) A statement that the employee, upon request, prior to the end of the ten (10) calendar days following the date the written notice was served, is entitled to appear personally

before the School District Superintendent/designee regarding the disciplinary action. At such a meeting, the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case. The Superintendent shall notify the unit member within seven (7) calendar days of his/her final determination of the disciplinary action and such decision shall not be subject to the grievance procedure.

21.3.5 Formal Discipline of a Permanent Employee

(a) Formal discipline options include suspension without pay, demotion, or dismissal.

(b) Notice of Intent

The District will serve written notice of intention to take formal discipline action against an employee. Written notification will be hand-delivered or sent via certified mail at least ten (10) days prior to the proposed effective date of the disciplinary action. Written notification will include:

- (1) A statement in ordinary and concise language of the specific acts and/or omissions upon which a proposed formal discipline is based.
- (2) The specific formal disciplinary action proposed.
- (3) A copy of the applicable regulations or policies of which a violation is claimed.
- (4) Statement advising employee or his or her right to appeal disciplinary action.

(c) Conference Prior to Formal Disciplinary Action Being Enacted

During the ten (10) calendar days prior to formal discipline being enacted, the employee is entitled to appear personally before a District-selected representative not involved with the bringing of charges against the employee and shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the issues raised in the notice of disciplinary action.

(d) If the employee fails to request a meeting before a District-selected representative not involved with the bringing of charges against the

employee or if the proposed discipline is not modified after said meeting, the action of the appointing authority shall be effective on the date specified for final action.

(e) Appeal Following Formal Disciplinary Action

- (1) The employee may appeal the decision of the Superintendent to the Board of Trustees. The employee will be provided a statement of the employee's right to a hearing before the Board and a form, the signing and filing of which shall constitute a demand for a hearing and a denial of the charges.
- (2) The employee has ten (10) calendar days from the time at which formal discipline is enacted to demand a hearing before the Board.
- (3) Upon the filing of a written demand, the unit member is entitled to a hearing conducted by the Board.
- (4) A date for the hearing shall be set within ten (10) calendar days following the demand for hearing.
- (5) The hearing will take place no sooner than five (5) working days and no later than twenty (20) working days following receipt of the demand for hearing.
- (6) The employee must appear in person and may be represented by anyone of his/her choosing.
- (7) All such hearings shall be conducted in closed session, unless a public hearing is requested by the employee.
- (8) During the hearing before the Board, the employee and the Superintendent shall be afforded equal opportunity to present evidence. At the close of the hearing, the Board shall render its decision, which shall be final.
- (9) Time limits stated may be extended upon mutual agreement of the School District's representative and the employee.
- (10) Should the Board grant an employee's appeal of a suspension, demotion, or dismissal, the Board's decision shall specifically address the issue of back pay. The order may award (1) no back pay, (2) partial back pay, or (3) full

back pay based upon the Board's assessment of the facts involved in the matter.

- (11) By demanding a full evidentiary hearing, the employee waives the right to process the disciplinary action under the grievance procedure outlined in Article 22 entitled "Grievance Procedure."

ARTICLE 22: GRIEVANCE PROCEDURE

22.1 Definitions

22.1.1 A "grievance" is a formal written allegation by the grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement.

22.1.2 A "grievant" may be any classified non-management employee of the District covered by the terms of this Agreement.

22.1.3 A "day" is any day in which the central administrative office of the District is open for business.

22.1.4 The "immediate supervisor" is the lowest level administrator having line supervisory authority over the grievant who has been designated to adjust grievances.

22.1.5 Emergency

This grievance procedure will not apply to emergency. Emergency for the purpose of this Agreement is a natural or human catastrophe such as fire, earthquake, flood, or other emergencies beyond the control of the Governing Board.

22.2 Informal Level

Before filing a formal written grievance, the grievant should attempt to resolve it by an informal conference with his/her immediate supervisor.

22.3 Representation

At this point, the grievant may elect, in writing, to represent himself/herself rather than have the CSEA provide representation. If the grievant elects to represent himself/herself at this step, or at any later step, the CSEA shall be relieved of any further obligation to share in any further expense of the grievance procedure

including the costs of arbitration. After such election by the grievant, all costs will be borne by the grievant.

22.4 Formal Level

22.4.1 Level I

Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance, in writing on the District Classified Grievance Form, to his/her immediate supervisor. This statement shall be a clear, concise statement of the circumstance giving rise to the grievance, citation of the specific article, section and paragraph of this Agreement that is alleged to have been violated, and decision rendered at the informal conference, and the specific remedy sought.

The supervisor or his/her designee shall communicate his/her decision to the employee in writing within five (5) days after receiving the grievance.

Within the above time limits, either party may request a personal conference.

22.4.2 Level II

In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the District Classified Grievance Form to the District Superintendent within five (5) days.

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

The District Superintendent or his/her designee shall conduct an investigation into the allegations and shall communicate his/her decision within five (5) days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limits.

22.4.3 Level III

If the employee is dissatisfied with the decision of the Superintendent, he/she may submit a written request for a hearing before the Governing Board. The Governing Board will hold a special meeting for a hearing on the grievance within ten (10) working days of the employee's request. At that meeting, the grievant shall have an opportunity to testify and present

evidence and witnesses pertaining to the grievance. Such meeting shall be a public meeting if it is requested by the grievant in the case of demotions or dismissals, as specified in the Education Code. Within fifteen (15) working days after this meeting, the Governing Board will deliver to the grievant its written response to the grievance. The decision of the Board will be final. Any other remedies will be those provided by law.

22.4.4 Grievance Processing During Regular Working Hours

The grievant and the CSEA representative shall be entitled to process a grievance during normal working hours with no loss of pay or benefits. The time taken to process the grievance will not exceed one (1) work day (eight [8] hours) and will be done at a time that is least disruptive to the operation of the District.

ARTICLE 23: PHYSICAL EXAMS AND FINGERPRINTING

23.1 Physical Examinations

23.1.1 All bus drivers shall be required to have a physical examination at the beginning of employment. This examination will be conducted by an agency approved by the Federal Motor Carrier Safety Association and the California Department of Transportation.

23.1.2 The Governing Board may require other employees to have a physical examination at any time.

23.1.3 All personnel are required to have a tuberculin (TB) risk assessment done annually OR if the employee has tested positive for TB in the past, the employee should be tested either via chest X-ray or TB skin test. If the X-ray or TB skin test come back negative, the employee will not need to be retested for four (4) years, but will participate in a TB risk assessment annually. The TB risk assessment will be administered by a licensed health provider.

23.2 Fingerprinting

23.2.1 Each school district employee is required by state law to be fingerprinted.

23.3 Examination Expenses

Required physical examinations for permanent employees or new hires, where the examination is a condition of employment, are expenses of the school district at public agency rates. If an employee chooses to acquire these services from a private physician, the District will pay only the District-designated clinic rate.

ARTICLE 24: WORKING CONDITIONS

24.1 Past Practices

The policies of the District which are in effect at the time of this Agreement and which neither conflict with the terms of this Agreement nor abridge the rights of employees under this Agreement shall remain in full force and effect unless changed by the District.

ARTICLE 25: CONTRACTING & BARGAINING UNIT WORK

25.1 Restriction on Contracting Out

During the life of this Agreement, the District agrees that it will not contract out work which has been customarily and routinely performed by employees in the bargaining unit covered by this Agreement unless contracting is made necessary by emergency or is specifically required by the Education Code, except that the District may contract out any work which does not deprive a member of the bargaining unit of employment.

25.2 Notice to CSEA

No contract for services which shall affect employees in the bargaining unit shall be let until the CSEA has been provided five (5) days' advance notice of the award.

ARTICLE 26: EFFECT OF AGREEMENT

26.1 Supersession

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

26.2 Maintenance of Salary and Benefits

The salary, health and welfare benefits of unit members covered by the terms of this Agreement shall be maintained at the dollar level in effect for each unit member on June 30 annually until replaced by a successor Agreement.

26.3 Negotiations

When the public disclosure requirements of law have been complied with, the parties shall commence negotiations within twenty (20) days at a mutually

acceptable time and place. Any additions to this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

26.4 Ratification of Additions or Changes

Any additions to this Agreement shall not be effective unless reduced in writing and properly ratified and signed by both parties.

ARTICLE 27: DEFINITIONS

- 27.1 “Class” is any group of positions sufficiently similar in duties, responsibilities and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 27.2 “Fiscal Year” is July 1 through June 30.
- 27.3 “Health and Welfare Benefits” means any form of insurance or similar benefit programs, including, but not limited to, medical, hospitalization, surgical, prescription drug, and any other similar benefits which may be granted in the future.
- 27.4 “Involuntary Demotion” is a demotion without the employee’s voluntary written consent. “Reallocation” is movement of an entire class from one salary range or rate to another salary range or rate.
- 27.5 “Seniority in Class” is secured by length of service in School District.
- 27.6 “Substitute Employee” is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.

ARTICLE 28: CONCERTED ACTIVITIES

- 28.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the CSEA and its Princeton Chapter, #445 or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

The District agrees not to engage in a lockout.

- 28.2 The CSEA and its Princeton Chapter, #445 recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work

stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the CSEA, the CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.

- 28.3 It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

ARTICLE 29: EFFECT OF AGREEMENT (ZIPPER CLAUSE)

- 29.1 This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 29.2 During the term of this Agreement, the Board and Chapter expressly waive and relinquish the right to bargain collectively on any matter.
- 29.2.1 Whether or not specifically referred to or covered in this Agreement.
- 29.2.2 Even though not within the knowledge or contemplation of either party at the time of negotiations.
- 29.2.3 Even though during negotiations the matters were proposed and later withdrawn.
- 29.3 Such waiver does not preclude bargaining collectively for subsequent, new collective bargaining agreements during the term of this Agreement.

ARTICLE 30: DURATION

- 30.1 This Agreement between the parties shall remain in full force and effect from July 1, 2021 through and including June 30, 2024.
- 30.2 This shall finally resolve all issues related to and arising from, bargaining for 2021-2022 and 2022-2023.
- 30.3 For the 2023-2024 school year, the parties agree that the following may be reopened:
- Article 7: Pay and Allowances
Article 8: Benefits
And two (2) unspecified articles selected by each party

**APPENDIX A: PRINCETON JOINT UNIFIED SCHOOL DISTRICT CLASSIFIED
EMPLOYEE GENERAL CONDITIONS**

1. Vacation

Shall be ten (10) days after one (1) year of service, fifteen (15) days after five (5) years of service and twenty (20) days after fifteen (15) years of service.

2. The following ranges are currently in use:

Range 5	Custodian
Range 6	Cafeteria Assistant, Teacher Aide, SOAR Aide
Range 7	Cafeteria Manager, Computer Media Instructional Aide, Learning Center Attendance Clerk, SOAR Lead
Range 8	Bilingual Paraprofessional, School Secretary
Range 9	Bus Driver/Maintenance-Custodial Technician

**APPENDIX B: PRINCETON JOINT UNIFIED SCHOOL DISTRICT CLASSIFIED
EMPLOYEE SALARY SCHEDULES, 2021-22/2022-23/2023-24**

PRINCETON JOINT UNIFIED SCHOOL DISTRICT

473 STATE STREET, PRINCETON, CA 95970

2021-22 CLASSIFIED SALARY SCHEDULE

3.0% INCREASE OVER 2020-21

Annual Calculation Based on 2080 Hours

(52 Weeks X 5 Working Days = 260 Days X 8 Hours = 2080 Hours)

RANGE	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	1	2	3	4	5	6	7	*8	*10	*12	
5 Hourly	\$29,806.40 \$14.33	\$31,296.72 \$15.05	\$32,861.56 \$15.80	\$34,504.63 \$16.59	\$36,229.87 \$17.42	\$38,041.36 \$18.29	\$39,943.43 \$19.20	\$41,940.60 \$20.16	\$44,037.63 \$21.17	\$46,239.51 \$22.23	
6 Hourly	\$30,849.62 \$14.83	\$32,392.11 \$15.57	\$34,011.71 \$16.35	\$35,712.30 \$17.17	\$37,497.91 \$18.03	\$39,372.81 \$18.93	\$41,341.45 \$19.88	\$43,408.52 \$20.87	\$45,578.94 \$21.91	\$47,857.89 \$23.01	
7 Hourly	\$31,929.36 \$15.35	\$33,525.83 \$16.12	\$35,202.12 \$16.92	\$36,962.23 \$17.77	\$38,810.34 \$18.66	\$40,750.85 \$19.59	\$42,788.40 \$20.57	\$44,927.82 \$21.60	\$47,174.21 \$22.68	\$49,532.92 \$23.81	
8 Hourly	\$33,046.89 \$15.89	\$34,699.23 \$16.68	\$36,434.19 \$17.52	\$38,255.90 \$18.39	\$40,168.70 \$19.31	\$42,177.13 \$20.28	\$44,285.99 \$21.29	\$46,500.29 \$22.36	\$48,825.31 \$23.47	\$51,266.57 \$24.65	
9 Hourly	\$34,203.53 \$16.44	\$35,913.71 \$17.27	\$37,709.39 \$18.13	\$39,594.86 \$19.04	\$41,574.60 \$19.99	\$43,653.33 \$20.99	\$45,836.00 \$22.04	\$48,127.80 \$23.14	\$50,534.19 \$24.30	\$53,060.90 \$25.51	

*5% Increase Between Steps

- Range 5 Custodian
- Range 6 Cafeteria Manager, Teacher Aide, SOAR Aide
- Range 7 Computer Media Instructional Aide, Learning Center Attendance Clerk, SOAR Lead
- Range 8 Bilingual Paraprofessional, School Secretary
- Range 9 Bus Driver/Maintenance-Custodial Technician

Note: Computer Media Instruction Aide Moved from Range 8 to Range 7

Health & Welfare Cap: \$10,848.00/Year (1.0 FTE)

Board Approved: 05/19/2022

PRINCETON JOINT UNIFIED SCHOOL DISTRICT

473 STATE STREET, PRINCETON, CA 95970

2022-23 CLASSIFIED SALARY SCHEDULE

2.0% INCREASE OVER 2021-22

Annual Calculation Based on 2080 Hours

(52 Weeks X 5 Working Days = 260 Days X 8 Hours = 2080 Hours)

RANGE	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	1	2	3	4	5	6	7	*8	*10	*12
5	\$30,409.60	\$31,930.08	\$33,526.58	\$35,202.91	\$36,963.06	\$38,811.21	\$40,751.77	\$42,789.36	\$44,928.83	\$47,175.27
Hourly	\$14.62	\$15.35	\$16.12	\$16.92	\$17.77	\$18.66	\$19.59	\$20.57	\$21.60	\$22.68
6	\$31,473.94	\$33,047.63	\$34,700.01	\$36,435.02	\$38,256.77	\$40,169.60	\$42,178.08	\$44,286.99	\$46,501.34	\$48,826.40
Hourly	\$15.13	\$15.89	\$16.68	\$17.52	\$18.39	\$19.31	\$20.28	\$21.29	\$22.36	\$23.47
7	\$32,575.52	\$34,204.30	\$35,914.51	\$37,710.24	\$39,595.75	\$41,575.54	\$43,654.32	\$45,837.03	\$48,128.88	\$50,535.33
Hourly	\$15.66	\$16.44	\$17.27	\$18.13	\$19.04	\$19.99	\$20.99	\$22.04	\$23.14	\$24.30
8	\$33,715.67	\$35,401.45	\$37,171.52	\$39,030.10	\$40,981.60	\$43,030.68	\$45,182.22	\$47,441.33	\$49,813.40	\$52,304.07
Hourly	\$16.21	\$17.02	\$17.87	\$18.76	\$19.70	\$20.69	\$21.72	\$22.81	\$23.95	\$25.15
9	\$34,895.72	\$36,640.50	\$38,472.53	\$40,396.15	\$42,415.96	\$44,536.76	\$46,763.60	\$49,101.78	\$51,556.86	\$54,134.71
Hourly	\$16.78	\$17.62	\$18.50	\$19.42	\$20.39	\$21.41	\$22.48	\$23.61	\$24.79	\$26.03

*5% Increase Between Steps

- Range 5 Custodian
- Range 6 Teacher Aide, SOAR Aide
- Range 7 Cafeteria Manager, Computer Media Instructional Aide, Learning Center Attendance Clerk, SOAR Lead
- Range 8 Bilingual Paraprofessional, School Secretary
- Range 9 Bus Driver/Maintenance-Custodial Technician

Note: Cafeteria Manager Moved from Range 6 to Range 7

Health & Welfare Cap: \$10,848.00/Year (1.0 FTE)

Board Approved: 05/19/2022

PRINCETON JOINT UNIFIED SCHOOL DISTRICT

473 STATE STREET, PRINCETON, CA 95970

2023-24 CLASSIFIED SALARY SCHEDULE

7.0% INCREASE OVER 2022-23

Annual Calculation Based on 2080 Hours

(52 Weeks X 5 Working Days = 260 Days X 8 Hours = 2080 Hours)

RANGE	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	1	2	3	4	5	6	7	*8	*10	*12
5 Hourly	\$32,538.27 \$16.00	\$34,165.19 \$16.43	\$35,873.44 \$17.25	\$37,667.12 \$18.11	\$39,550.47 \$19.01	\$41,528.00 \$19.97	\$43,604.40 \$20.96	\$45,784.62 \$22.01	\$48,073.85 \$23.11	\$50,477.54 \$24.27
6 Hourly	\$33,677.11 \$16.19	\$35,360.97 \$17.00	\$37,129.02 \$17.85	\$38,985.47 \$18.74	\$40,934.74 \$19.68	\$42,981.48 \$20.66	\$45,130.55 \$21.70	\$47,387.08 \$22.78	\$49,756.43 \$23.92	\$52,244.25 \$25.12
7 Hourly	\$34,855.81 \$16.76	\$36,598.60 \$17.60	\$38,428.53 \$18.48	\$40,349.96 \$19.40	\$42,367.46 \$20.37	\$44,485.83 \$21.39	\$46,710.12 \$22.46	\$49,045.63 \$23.58	\$51,497.91 \$24.76	\$54,072.80 \$26.00
8 Hourly	\$36,075.76 \$17.34	\$37,879.55 \$18.21	\$39,773.53 \$19.12	\$41,762.21 \$20.08	\$43,850.32 \$21.08	\$46,042.83 \$22.14	\$48,344.97 \$23.24	\$50,762.22 \$24.40	\$53,300.33 \$25.63	\$55,965.35 \$26.91
9 Hourly	\$37,338.42 \$17.95	\$39,205.34 \$18.85	\$41,165.60 \$19.79	\$43,223.88 \$20.78	\$45,385.08 \$21.82	\$47,654.33 \$22.91	\$50,037.05 \$24.06	\$52,538.90 \$25.26	\$55,165.85 \$26.52	\$57,924.14 \$27.85

*5% Increase Between Steps

- Range 5 Custodian
- Range 6 Cafeteria Assistant, Teacher Aide, SOAR Aide
- Range 7 Cafeteria Manager, Computer Media Instructional Aide, Learning Center Attendance Clerk, SOAR Lead
- Range 8 Bilingual Paraprofessional, School Secretary
- Range 9 Bus Driver/Maintenance-Custodial Technician

Health & Welfare Cap: \$10,848.00/Year (1.0 FTE)

Board Approved: 01/18/2024

**APPENDIX C: PRINCETON JOINT UNIFIED SCHOOL DISTRICT CLASSIFIED
EMPLOYEE BENEFIT PACKAGE**

A. Dental

The District shall provide, subject to local availability, full-time employees and dependents with a dental plan available through California's Valued Trust (CVT).

B. Vision

The District shall provide, subject to local availability, full-time employees and dependents with a vision care plan available through California's Valued Trust (CVT).

C. Medical

The District shall, subject to local availability, provide full-time employees and dependents with a medical plan available through California's Valued Trust (CVT).

D. Part-Time Employees

Part-time unit members may participate in the District group medical, vision, and dental plans. *See Article 8.3.1 for eligibility provisions.*

Participation shall be subject to lawful rules of the insurance provider and payment of the remaining balance by the employee through payroll deduction.


E. Required District Contribution for Premiums

Effective July 1, 2018, the District's Health & Welfare (H&W) cap shall be nine hundred four dollars (\$904.00) per month on behalf of each full-time unit member or ten thousand eight hundred forty-eight dollars (\$10,848.00) per year.

F. Section 125 Cafeteria Plan


The District will establish and maintain an IRC Section 125 "Premium Only" Plan for the benefit of unit members. The cost of initial establishment of the Plan, and annual maintenance fees for the premium reduction element of the Plan (if any), shall be paid by the District.

DATE: February 1, 2024



District
Jeff Ochs
Superintendent/Principal

DATE: February 1, 2024



CSEA
Sandra Wright
President, Chapter #445