

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER #97

AND THE

PIERCE JOINT UNIFIED SCHOOL DISTRICT

July 1, 2022
through
June 30, 2025



AFL-CIO

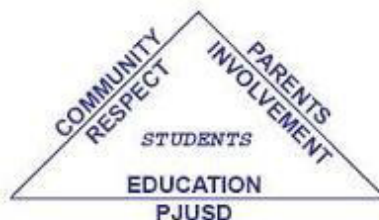


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PREAMBLE

This Agreement is made and entered into by and between the Pierce Joint Unified School District (hereinafter referred to as the “District”) and the California School Employees Association, and its Pierce Chapter #97 (hereinafter referred to as “CSEA”). As such, it is a binding and bilateral agreement.

ARTICLE 1: RECOGNITION

- 1.1 Acknowledgement:** The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified unit members except those designated as management, supervisory or confidential. All newly created positions, except those that lawfully are certificated, management, confidential, or supervisory, shall be assigned to the bargaining unit.
- 1.2 Scope of Representation:** The scope of representation shall be limited to matters specified in the law. Nothing herein, shall limit the right of the District to consult with CSEA on any matter outside the scope of representation. To the extent that any agreement arrived at through negotiation is reduced to writing and embodied in this agreement or any addendum to this agreement the provisions shall be binding on all parties.

ARTICLE 2: UNIT MEMBERS RIGHTS

- 2.1 Probationary Period – Upon Initial Employment:** The probationary period for all new classified unit members is a maximum of six (6) months or one hundred thirty (130) days, whichever is longer. During this probationary period, unit members can be released from probation without cause.
- 2.1.1 Upon completion of the probationary period, permanent unit members can only be released for cause.
- 2.1.2 A unit member's probationary period starts with the first day in a paid status in a regular classified position.
- 2.1.3 Probationary unit members shall be evaluated at least once during their probationary period, and shall be advised in writing prior to the completion of their six (6) months of employment whether or not they will be recommended for continued service. Such recommendation or the lack of an evaluation shall not preclude probationary release at any point during this six (6) month or one hundred thirty (130) day probationary period.
- 2.1.4 Each bargaining unit position shall be given a title, a description of duties and responsibilities, and the salary range for that position. The minimum eligibility requirements for employment shall also be listed for each classification.
- 2.2 Probationary Period for Promoted Unit Members:** The probationary period for all classified unit members who are promoted or hired into a new classification shall be six (6) months or one hundred thirty (130) days, whichever is longer. During this probationary period, unit members can be released from probation with or without cause. A unit member who is promoted and subsequently released from probation shall have the right to return to a position in his/her former position.
- 2.3 Personnel Files:**
- 2.3.1 The personnel file for each unit member shall be maintained at the District Office.
- 2.3.2 Unit members shall be provided with copies of any derogatory written material ten (10) workdays before it is placed in the unit member's personnel file. The unit member shall thereafter be provided with a reasonable time period to review the material and submit his/her written comments, if any, to be attached to such material.
- 2.3.3 A unit member shall be permitted to periodically review his or her personnel file. Such review may occur during duty hours as long as review during duty hours is reasonably possible in conjunction with the unit member's duties and scheduled operations of the District.
- 2.3.4 All personnel files shall be kept confidential and shall be available for inspection only to other employees of the District, when actually necessary, in the proper administration of the District's affairs or the supervision of the unit member. The District shall keep a log indicating the persons who have examined a personnel file, as well as the date such examinations were made. Such log and the unit member's

personnel file shall be available for examination by the unit member or his/her CSEA Representative, if authorized by the unit member. The log shall be maintained in the unit member's personnel file.

2.4 Evaluation Procedure

2.4.1 **Evaluations:** The Governing Board endorses a continuous process of evaluation of all individuals employed in the District. The object of this evaluation is to improve the quality of service in the District.

2.4.2 **Frequency of Evaluations:** Classified personnel shall be evaluated by the appropriate supervisor during the probationary period of the employment and annually thereafter as follows:

2.4.2.1 Permanent and probationary unit members shall be evaluated not less than once annually and not later than June 30th of each year.

2.4.2.2 Nothing under this Article shall be construed to make the contents of the evaluation subject to the grievance procedure in this Agreement.

2.4.3 **Evaluation:** No evaluation of any unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator. Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the unit member in implementing any recommendations made. The evaluation shall be signed by the unit member to indicate receipt, and he/she shall be given a signed copy. The unit member's signature does not imply agreement or disagreement with the evaluation. A copy of the signed evaluation shall be filed in the unit member's personnel file pursuant to this article. A unit member who is not satisfied with his/her evaluation may, within ten (10) days after receipt of the evaluation, write a rebuttal which shall become a part of the personnel file.

ARTICLE 3: NO DISCRIMINATION

- 3.1 Discrimination Prohibited:** Unit members shall not be harassed, discriminated against, or retaliated against in any manner prohibited by law.

- 3.2 No Discrimination on Account of CSEA Activity:** The District shall not interfere with, intimidate, retrain, coerce, or discriminate against unit members because of the exercise of rights to engage or not to engage in CSEA activity.

ARTICLE 4: MEMBERSHIP DUES AND PAYROLL DEDUCTIONS

4.1 Association Membership:

- 4.1.1 All unit members who fall within a classification represented by CSEA, shall have the right to become members and participate in legitimate activities of the unit member organization.
- 4.1.2 The District shall distribute CSEA-supplied membership applications to new hires but not make any statement suggesting workers must join. The District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative.
- 4.1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

4.2 Chapter Deductions:

- 4.2.1 The District shall deduct, in accordance with the CSEA dues schedule, state and chapter dues from the wages of all employees who are members of CSEA.
- 4.2.2 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days after such submission.
- 4.2.3 The District shall, without charge, pay to CSEA within fifteen (15) days of the deduction, all sums so deducted.
- 4.2.4 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.
- 4.2.5 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not need keep track of this period which shall be tracked by CSEA within its membership database.

4.3 Membership Information:

- 4.3.1 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information.

4.4 Indemnity:

- 4.4.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the District to cancel or change membership dues authorization.
- 4.4.2 The District shall be required to promptly notify CSEA of any claims made by employees relating to this article. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 5: MANAGEMENT RIGHTS

- 5.1** It is understood and agreed that the District retains all powers and authority to direct and control District operations to the full extent of the law. Included, but not limited to, those duties and powers that are the rights in accordance with applicable laws and District regulations to:

Direct the work of employees, determine the means and services to be provided, establish the educational philosophy and the goals and objectives of the District, school and/or other activity, insure the rights of students, employees managers, and Board of Education members, determine the number of kinds of personnel required, determine new job descriptions except for salary placement, maintain the efficiency of the District operation, build, move or modify the facilities, develop a budget, develop and implement budget procedures, and determine the methods of raising revenue. In addition, the district retains the rights to hire, assign, evaluate, terminate, and discipline employees.

- 5.2** Furthermore, the District reserves the right to do all that is necessary to exercise the foregoing powers, rights, authority, duties and responsibilities, including but not limited to, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, and shall be limited only by the specific and express terms of this agreement in conformance with the laws of the State of California.

ARTICLE 6 : ASSOCIATION RIGHTS

- 6.1** CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:
- 6.1.1 The right of reasonable access during working hours to areas in which unit members work. Official representatives of CSEA visiting the work site shall follow the schools procedures for visitors.
 - 6.1.2 The right to use, without charge, institutional bulletin boards, mailboxes, and the use of the internal school mail system and other District means of communication for the posting or transmission of information or notices concerning CSEA matters. CSEA shall be responsible for content of all material. No long distance telephone calls may be made at District expense.
 - 6.1.3 The right to use, without charge, institutional facilities and buildings at reasonable times when approved by the site principal or superintendent. Any use of equipment and/or facilities does not include the use of supplies required to run the equipment or found in the facilities, which must be furnished or reimbursed to the District by the CSEA.
 - 6.1.4 The right to be supplied with a complete hire date, classification, and bargaining unit seniority roster of all bargaining unit members annually in September if requested by the CSEA President. The roster shall indicate the unit member's present classification and primary job site. If, however, due to unforeseeable difficulties the District is unable to provide the seniority list in September, the District shall be provided with a reasonable extension of time, in light of the circumstances, in which to comply with this provision.
 - 6.1.5 The right to review at all reasonable times any material, except material legally classified as confidential, privileged, or other material exempt from disclosure, in the possession of or produced by the District necessary for the CSEA to fulfill its role as the exclusive bargaining representative.
- 6.2** **Distribution of Contract:** Within a reasonable time period after the execution of this contract, the District shall place a copy of this contract, on the district website. Each unit members in the bargaining unit , upon request, shall be provided by the District a copy of any written changes agreed to by the parties to this agreement during the life of this agreement.
- 6.3** **Attendance at Meetings:** The District may grant release time, at the sole discretion of the superintendent, not to exceed a total of four (4) days, for the local CSEA President or designee to attend meetings outside of the District provided that the unit members makes arrangements not less than one (1) week in advance with his/her supervisor so that a substitute can be secured, if necessary. A substitute used for this purpose shall be paid for by the District.

ARTICLE 7: HOURS AND OVERTIME

- 7.1 Workweek:** The maximum work week shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek when in the discretion of the District such is necessary to carry on the business of the District.
- 7.2 Workday:** The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a regular and minimum number of hours.
- 7.3 Lunch Periods:** All unit members covered by this Agreement shall be entitled to a duty-free lunch period. The length of time for such lunch period shall be for not less than one-half (1/2) hour.
- 7.4 Rest Periods:** All bargaining unit members shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the unit members.
- 7.5 Overtime:** Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the unit members for all work required. Overtime is defined to include any time worked in excess of eight (8) hours per day or forty (40) hours per week.
- All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of work for employees whose average workday is four (4) or more hours.
 - All hours worked on the seventh consecutive day of work shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for employees whose average workweek is less than four (4) hours per day.
- The District may, in its discretion adopt regular work schedules and hours of work to minimize the occurrence of overtime.
- 7.6 Call In or Call Back Time:** 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 pay at the appropriate rate.
- 7.7 Short-term Assignments:** District shall, to the extent reasonably possible, as determined by the Superintendent or his/her designee; offer short-term employment or assignments to current permanent part-time unit members.
- 7.8 Hours Worked:** For the purpose of computing the number of hours worked, all time during which a unit member is in paid status shall be construed as hours worked.
- 7.9 Compensatory Time Off:** A unit member shall have the option to take compensatory time off or cash compensation for overtime worked. Such election shall be made with the Superintendent or his/her designee prior to the day the overtime is worked, when possible. Compensatory time off shall be granted at the appropriate rate of overtime in accordance

with this Agreement. All compensatory time off must be taken not later than twelve (12) months from the date it is accrued and unit members shall not accrue more than forty (40) hours of compensatory time off at any one time.

ARTICLE 8: PAY AND ALLOWANCES

- 8.1 Salary Schedule:** Each employee in the bargaining unit shall be paid in accordance with their placement on the salary schedule which is Appendix "A".
- 8.2 Salary Schedule Advancement Date:** Anniversary dates for placement on the salary schedule shall be as follows: If initial employment occurred or occurs between July 1st and December 31st, the anniversary date for placement on the salary schedule shall be July 1st of that same year. If employment begins between January 1st and June 30th, the step increase shall occur on July 1st of the year following initial employment.
- 8.3 Step Placement:** Unit members hired after the date of ratification of the contract shall not normally be placed above Step 3 on the existing salary schedule; however, to accommodate special, verifiable needs that may arise, a unit member may be placed up to Step 5 on the salary schedule.
- 8.4 Paychecks:** All regular paychecks of unit members in the bargaining unit shall be itemized to include all deductions.
- 8.5 Frequency:** All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on Saturday or a holiday, the paycheck shall be issued on the preceding workday.
- 8.6 Twelve-Months of Compensation:** A unit member who is less than 12-months may elect to have his/her annual base salary distributed in twelve (12) equal payments. To receive this benefit, a unit member must file a written request by August 1st to distribute payments over a 12-month period. This payment plan may not be changed by the employee during the year.
- 8.7 Payroll Errors:** Any payroll error which harms a unit member shall be corrected not later than five (5) workdays after the payroll error is discovered, pursuant to Education Code 45167. Any payroll error resulting in an overpayment to a unit member will, after meeting with the unit member and verifying the overpayment, be corrected by deduction of the overpayment without interest from the next paycheck or the parties will agree on an installment payment plan. If no agreement is reached, the amount owed will be divided by the remaining months in the fiscal year and an equal amount will be deducted each month without interest. If the unit member resigns, retires or is separated, the full amount of the overpayment shall be deducted from pay owing.
- 8.8 Promotion/Reassignment:** An employee who is reassigned or promoted to a higher position shall receive the salary of that classification according to his/her years of service to insure at least a one-step salary increase as a result of that reassignment/promotion.
- 8.9 Higher Classification Pay:** An employee required and qualified to work in a higher class on a temporary basis, shall be compensated at the salary range of the employee they replace and at the first step that gives the employee working out of classification a raise but not beyond the final step of the range. The difference of pay rate will start on the first day.

- 8.10 Physical/TB Examination/CPR/First Aid:** The District agrees to provide the full cost of any examination required as a condition of employment or continued employment.
- 8.11 Tools:** The District agrees to provide all tools, equipment, and supplies required of bargaining unit employees for performance of employment duties.
- 8.12 Mileage:** Any bargaining unit employee who uses a private vehicle for school district business shall be reimbursed for the mileage at the current IRS rate per mile. The use of private vehicles for school district business is subject to the approval of the immediate supervisor. Reimbursement for mileage is subject to the approval of the immediate supervisor.
- 8.13 Travel Expenses:** Unit members directed by the District to attend meetings, training, or perform District business shall be reimbursed for lodging and meals, not to exceed the amounts set forth in District policy.

ARTICLE 9: HEALTH AND WELFARE BENEFITS

- 9.1 Health Plan:** Each eligible employee in the bargaining unit, and their dependents, shall be entitled to receive medical, dental, and vision benefits as available to the District through its plan carrier.
- 9.2 Eligibility:** Each employee in the bargaining unit who has a base assignment of at least six (6) hours per day (minimum of 30 hours per week), shall be entitled to receive insurance coverage as provided in section 9.1.
- 9.3 District Contribution:** The District will contribute eleven thousand one hundred eighty-eight dollars (\$11,188) per year towards health benefits. The remaining balance of monthly premiums will be paid through payroll deduction.
- 9.4 IRC Section 125 Plan:** The District shall establish an Internal Revenue Code Section 125 Plan for the benefit of bargaining unit members.
- 9.5 State Disability Insurance (SDI):** The District shall administer the deduction submitted for the bargaining unit State Disability Insurance Program. The state mandated cost will be deducted from all unit members. Employees of the bargaining unit are automatically enrolled into SDI.
- 9.6 Life Insurance:** Unit members can purchase life insurance through the district at their own expense.

ARTICLE 10: HOLIDAYS

10.1 Holidays: The District and the Association agree that, for the duration of this Agreement, the employees in the bargaining unit shall, per section 10.3, be entitled to fourteen and a half (14.5) paid holidays per year as follows:

New Year's Eve	December 31
New Year's Day	January 1
Martin Luther King's Day	Third Monday in January
President's Day	Third Monday in February
½ day Spring Break	½ Day on Friday of Spring Break
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving	The Thursday in November proclaimed by the President of the United States and Wednesday prior and the Friday following said day
Christmas Holidays	December 24 and 25

10.2 Eligibility: To be entitled to the holiday, a unit member must be in a paid status during any portion of the workday immediately preceding or succeeding the holiday or holiday period.

10.4 Sunday Holidays: When any of the holidays which the District authorizes falls on Sunday, all full-time and permanent part-time unit members shall be entitled to the Monday following as a holiday with pay.

10.5 Saturday Holidays: When any of the holidays which the District authorizes falls on Saturday, all full-time and permanent part-time unit members shall be entitled to the preceding Friday as a holiday with pay.

10.6 Other Holidays: Any day appointed by the President or the Governor of California for a public fast, mourning, thanksgiving or holiday in accordance with the Education Code.

10.7 Holiday Pay: Any unit member entitled to a regular paid holiday as specified in this section shall be paid compensation at the rate of time and one-half (1 ½) of his/her regular rate of pay in addition to their regular rate of pay for all hours worked on a regular paid holiday.

ARTICLE 11: VACATION PLAN

- 11.1 Eligibility:** All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1 through June 30.
- 11.2 Paid Vacation:** Except as otherwise provided in this Article, paid vacation shall be used no later than the fiscal year immediately following the fiscal year in which it is earned.
- 11.3 Accumulation:** Vacation time shall be earned and accumulated on a monthly basis as follows:
- 11.3.1 Years one through five, twelve (12) days per year or ninety-six (96) hours per year, or eight (8) hours per month.
 - 11.3.2 Years six through ten, fifteen (15) days per year, or one hundred twenty (120) hours per year, or ten (10) hours per month.
 - 11.3.3 Years eleven through fifteen, seventeen (17) days per year, or one hundred thirty six (136) hours per year, or eleven point thirty three (11.33) hours per month.
 - 11.3.4 Years sixteen and thereafter, twenty (20) days per year, or one hundred sixty (160) hours per year, or thirteen point thirty three (13.33) hours per month.
- 11.4 Vacation Pay:** Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- 11.5 Vacation Pay Upon Termination:** When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- 11.6 Vacation Carry-Over:** When mutually agreeable between the unit member and the Superintendent, the unit member may carry any number of vacation days approved by the Superintendent over to the following fiscal year.
- 11.7 Vacation Scheduling:**
- 11.7.1 Vacations shall be scheduled at times requested by the bargaining unit employee, insofar as is possible, with the District's work requirements as determined by the employees' immediate supervisor.
 - 11.7.2 If there is any conflict between Unit members who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest District seniority shall be given his/her preference.
- 11.8 Interruption of Vacation:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the unit member supplies notice and supporting information/ documentation acceptable to the District regarding the basis for such interruption or termination. Some examples are sick leave, bereavement, etc.

ARTICLE 12: LEAVES

- 12.1 Bereavement Leave:** Employees of the bargaining unit shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period not to exceed three (3) days, or five (5) days if out of state travel is required. The immediate family is defined as spouse, registered domestic partner, mother, father, legal guardian, step-parent, adoptive parent, foster parent, mother-in-law, father-in-law, sister, brother, brother-in-law, sister-in-law, son, daughter, step-son, step-daughter, foster son, foster daughter, grandmother, grandfather, grandchild, or any relative of either spouse living in the immediate household of the unit member. At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below.
- 12.2 Jury Duty:** An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee his/her regular rate of pay; however, the employee shall reimburse the District the amount received for jury duty. Any mileage allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Unit members using this leave shall, upon return from leave, submit a jury duty release form to his/her immediate supervisor.
- 12.3 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.
- 12.4 Sick Leave:**
- 12.4.1 Each classified employee in the unit shall be entitled to a leave of absence without loss of pay for illness or injury on the basis of one (1) day for each month of employment.
- 12.4.2 A classified employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days' leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
- 12.4.3 A classified employee, employed less than five (5) days a week, shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days' leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5).
- 12.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness.
- 12.4.5 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each eligible unit member with the following exception:
- (a) A new unit member shall not be eligible to take more than six (6) days or the proportionate amount to which the unit member is entitled until after completion of six (6) months of active service.
- 12.4.6 If a unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year. Upon

separation from employment, a unit member will not be paid for any accumulated unused sick leave.

12.4.7 For any absence due to illness for three (3) or more consecutive days, the District may request the employee to provide written verification from his/her physician. The District may require such medical verification for any use of sick leave, regardless of the length of absence, if the circumstance of the leave is unusual or suggests a pattern of abuse of leave privileges or otherwise appears inconsistent with a bona fide illness.

12.4.8 The unit member may convert unused sick leave to retirement credit as permitted by law.

12.4.9 Sick leave may be used for the following reasons:

- (a) Absences caused by accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact during the performance of the employee's duties with other persons having a contagious disease.
- (b) Absences due physical disability caused by pregnancy, childbirth, and recovery. Injury or illness attributed to pregnancy shall be treated as an illness for the purpose of sick leave upon certification of an attending physician.
- (c) Cases of personal necessity as provided in the section "Personal Necessity" below.
- (d) Medical or dental appointments.
- (e) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member, up to the amount of leave that would be accrued during six months for personal illness or injury. Family member means a biological child, adopted child, or foster child, stepchild, biological parent, adoptive parent, or foster parent, stepparent, legal guardian, spouse, registered domestic partner, grandparent, grandchild, or sibling.
- (f) Cases of industrial accident or illness when leave granted specifically for that purpose has been exhausted.
- (g) For a unit member who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code sections 230(c) and 230.1(a).

12.5 Personal Necessity Leave: Up to seven (7) days a year of accumulated sick leave may be used at the election of the unit members in cases of personal emergency, including any of the reasons set forth in this section. Personal necessity leave may not be used to engage in or seek other employment, or to engage in concerted activities, association directed or otherwise. Advance notice must be given to the unit members' supervisor and use of the day shall not be withheld unless the unit members' presence on the specific date is critical to District operations on that date. Personal Necessity leave may be used for the following reasons:

- 12.5.1 Death of a member of his immediate family when additional leave is required beyond that provided.
- 12.5.2 Accident involving his/her person, property, or the person or property of a member of his immediate family, or illness of a member of his or her immediate family.
- 12.5.3 Appearance in any court or before any administrative tribunal as litigant, party, or witness under subpoena or any order made with jurisdiction.
- 12.5.4 Such other reasons which may be approved by the Superintendent.
- 12.5.5 Other eventualities which cannot be scheduled at any other time dealing with personal family commitments or personal business, at the discretion of the unit member's immediate supervisor.
- 12.5.6 A unit member shall be entitled to use personal necessity leave immediately following the birth or adoption of a child. A unit member who is adopting a child shall be entitled to use personal necessity leave for the purpose of processing the adoption.
- 12.5.7 When no other leaves are available, a leave of absence may be granted by the District's Governing Board to a unit member on a paid or unpaid basis as determined by the District's Governing Board at any time upon any terms acceptable to the District's Governing Board and the unit member.

12.6 Maternity Leave: The District shall provide for leave of absence from duty for any eligible Unit member required to be absent from duties because of her pregnancy, miscarriage, childbirth and recovery therefrom. The District shall provide such leave in accordance with law, including the California Family Rights Act (CFRA), Federal Family Medical Leave Act (FMLA), California Pregnancy Disability leave provisions. The employee may claim sick leave pay and/or extended disability pay for the period of time that the employee's physician certifies in writing that she is actually physically disabled from performing her duties because of pregnancy, miscarriage, childbirth, or recovery therefrom. The length of leave of absence under this section, including the start date and the date on which the unit member will resume regular duties, shall be determined by the unit member's physician with written notification given to the District.

12.7 Family Medical Leave: The district shall provide leaves of absence to an eligible unit member for the reasons set forth below in accordance with FMLA and CFRA. A unit member shall be entitled to up to twelve (12) weeks of family medical leave per fiscal year, if the unit member has worked 1,250 hours within the previous twelve (12) months. During such twelve week period, health and welfare benefits shall continue to be provided to the unit member in the same manner as he/she were performing a regularly assigned duty. Family Medical Leave may be used for the following reasons:

- 12.7.1 Upon the birth, adoption, or foster care placement of a child;
- 12.7.2 To care for the employee's child, parent, spouse, or registered domestic partner with a serious health condition;
- 12.7.3 The employee's own serious health condition;

12.7.4 A qualifying exigency caused by the employee's spouse, child, or parent being a military member on covered active duty or called to covered active duty;

12.7.5 To care for a covered servicemember with a serious injury or illness if the employee is the spouse, child, parent, or next of kin, as defined, of the servicemember

12.8 Industrial Accident and Illness Leave: In addition to any other benefits that a unit member may be entitled to under the Workers' Compensation laws of this state, unit members shall be entitled to the following benefits for industrial accidents or illnesses in accordance with law:

A unit member suffering from an injury or illness arising out of and in the course and scope of her/his employment shall be entitled to a leave up to sixty (60) work days with pay in any one fiscal year for the same accident or illness. Such leave will be granted only upon written confirmation by a physician that such leave is necessary due to the industrial accident or illness-

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 to the unit member under workers' compensation laws of this state, exceed the normal wage for the day.

When the industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

The industrial accident or illness leave of absence 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 then be used, then followed by any vacation or compensatory time until all available leaves are exhausted.

Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.

12.9 Entitlement to Other Sick Leave: A unit member who is absent from duty due to an illness or accident for less than five (5) consecutive months and who has submitted medical verification satisfactory to the District of the cause of the absence shall be entitled to receive the difference between the amount actually paid a substitute employee employed to fill his/her position during his/her absence and the salary which would have been paid to the unit member. The District shall calculate the use of differential pay concurrently with existing leave.

Entitlement to such differential pay shall expire five (5) months after the first date of absence. If the unit member does not exhaust the five (5) month period during a school year the unit member shall not be entitled to carryover any unused portion of differential pay to a subsequent school year. A unit member shall only be entitled to one five (5) month period for any one illness or accident during any one school year.

12.10 39-Month Rehire List: When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of his/her

position, the unit member shall be placed on a reemployment list for a period of 39 months. When the unit member is released for work without accommodations during the 39-month period, the unit member shall provide the District with appropriate written verification of his/her fitness to be reemployed.

Upon receipt of appropriate written verification, the unit member shall be reemployed in a vacant position in the class of his/her previous assignment. Such reemployment will take precedence over all other applicants except for those laid off because of lack of work or lack of funds, in which case the unit member shall be ranked according to seniority.

12.11 Break In Service:

- 12.11.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 12.11.2 Upon return, all time during which an individual is in 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, or other leave benefits.

12.12 Catastrophic Leave Bank:

A. Creation

1. The Association and the District agree to create a Catastrophic Leave Bank effective July 1, 2001.
2. Days in the Catastrophic Leave Bank shall accumulate from school year to school year (July 1 – June 30).
3. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participants.
4. The Catastrophic Leave Bank shall be administered by a committee comprised of three (3) members appointed by the Association and two (2) members appointed by the District.

B. Eligibility and Contributions

1. All unit members on active duty with at least one year of employment in the District are eligible to contribute to the Catastrophic Leave Bank.
2. Participation is voluntary, but requires a contribution to the Bank. Only contributors will be permitted to withdraw from the Bank. Contributions and withdrawals shall be prorated according to the unit member's contracted work day/year.
3. Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of 45 duty days after joining the bank before becoming eligible to withdraw from the Bank. This 45 day period does not modify the provisions for withdrawal specified in C.3.
4. The contribution, on the appropriate form, will be authorized by the unit member and continued from year to year until canceled by the unit member.
5. Cancellation occurs automatically whenever a unit member fails to make a required assessment. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effect cancellation.
6. Contributions shall initially be made on or before October 1st of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work.

The District shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members and those unit members returning from leave.

7. Contributions shall be made between July 1, and October 1, of each school year. Unit members returning from extended leave which included the enrollment period will be permitted to contribute within thirty (30) days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to those unit members returning from leave.
8. The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave as it applies to an individual member's work day.
9. The Committee may require, at any time, an additional day of contribution of participants if the number of hours in the Bank falls below a level to be determined by the Committee. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a Catastrophic Leave Bank participant has no remaining sick leave at the time of the assessment, they need not contribute an additional day to remain a participant in the Catastrophic Leave Bank.

C. Withdrawal from the Bank

1. Catastrophic Leave Bank participants, whose sick leave is exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the unit member for over ten (10) consecutive duty days. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a member of the unit member's immediate family for over ten (10) consecutive duty days which requires the unit member to take time off to care for that family member for no more than thirty (30) duty days in a school year. If a reoccurrence or a second illness or injury incapacitates a unit member or member of the unit member's family within 12 months, it shall be deemed catastrophic after five (5) consecutive duty days.
2. Participant must use all sick leave as defined Article 12.4 and vacation leave as defined in Article 11 of the Classified Contract available to them before they are eligible for a withdrawal from the Bank.
3. A minimum of the first ten (10) duty days of illness or disability must be covered by the participant's sick leave, differential leave, or leave without pay for the first time said participant qualifies for a withdrawal from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the participant's differential leave, or leave without pay.
4. If a participant is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the participant's family.
5. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than ten (10) duty days, with a limit of thirty (30) duty days per year.
6. Participants applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank shall submit a written verification from the participant's treating physician to the Committee indicating the nature of the participant's illness or injury and the probable length of absence from work. Members of the Committee shall keep such information confidential.
7. If a participant has withdrawn less than thirty (30) Catastrophic Leave Bank days and requests an extension, the Committee may request a medical review by a physician of the Committee's choice at the participant's expense. Refusal to submit to the medical review may terminate the participant's continued withdrawal from the Bank at the discretion of

the Committee. The Committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical review and recommendation.

8. Leave from the Bank may not be used for illness or disability which qualify the participant for Worker's Compensation benefits.
9. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal (or reapplication), because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
10. Withdrawals shall become effective immediately upon the exhaustion of sick leave or the waiting periods provided for in Section B.3 and B.4, whichever is greater, For example, if a participant contributed when first eligible to contribute (Section B.3) and had 10 days of accumulated sick leave when the illness began (Section C.3), he/she shall begin withdrawing upon the eleventh (11th) duty day if otherwise eligible. If the participant had fifteen (15) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the 16th duty day. If the participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the eleventh (11th) duty day.
11. Catastrophic Leave shall not begin until receipt of written approval from the Committee.
12. The decision of the Committee is final and binding upon the participants.

D. Administration of the Bank

1. The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decision, in writing, to the participants.
2. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
3. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
4. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
5. By October 1 of each school year, the District shall notify the Committee of the following:
 - a. The total number of accumulated days in the Bank on June 30th of the previous school year.
 - b. The number of days contributed by Unit Members of the current year.
 - c. The total number of days available in the Bank.
 - d. The names of participating Unit Members.

ARTICLE 13: VACANCIES/TRANSFERS/PROMOTIONS

- 13.1 Vacancies:** Unit members may apply for any job vacancy at any other site within the District. District unit members will be given first consideration for any vacancy at any other District site for which they are qualified. "First consideration" does not mean that current regular unit members will be considered as a separate pool of candidates from new applicants, but requires that each otherwise qualified unit member applying for the job site transfer/vacancy shall be given an interview. All candidates will be considered together and the individual best able to meet the District's needs, as determined by the Superintendent or his/her designee, will be selected.
- 13.2 Posting of Vacancy Notices:** Notices of all classified job vacancies in bargaining unit shall be advertised by the District by posting at each District site in accessible locations for a period of at least five (5) working days before the application period closes. Any unit member who works within that classification or has requested to be notified of a vacancy within that classification who is on leave or layoff during the period of the posting shall be mailed a copy of the notice by first class mail to the last known address on the date the position is posted.
- 13.3 Vacancy Notice Contents:** The job vacancy shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 13.4 Filing:** Any unit member may file for the vacancy by submitting written notice to the Superintendent within the filing period. Any unit member on leave or vacation may authorize his/her Job Representative to file on the unit members behalf.
- 13.5 Voluntary Transfers:** When a new position is created or an existing position becomes vacant, the District shall give first consideration, as defined in 13.1, to unit members in the District serving in the same classification. Any unit member may, however, apply for transfer to that position by filing a written request with the District Office. Appointment to fill vacancies shall be at the sole discretion of the District.
- 13.6 Involuntary Transfers:** Involuntary transfers shall not be punitive or disciplinary in nature. It shall be based exclusively on the legitimate needs of the District. Notwithstanding this provision, the District may involuntarily transfer a unit member as part of a remediation program designed to assist the unit member in correcting performance deficiencies. A unit member may be involuntarily transferred to meet the needs of and/or the best interests of the unit member and/or the District, including accommodation of handicapped and disabled individuals in accordance with state and federal law. A unit member who is to be involuntarily transferred shall be given reasons, in writing, for the transfer if requested by the unit member.
- 13.7 Temporary Job Site Transfer:** District may temporarily assign a unit member to work in a location other than the member's usual work site, when to do so is in the best interest of the District and necessary to facilitate efficient operation of District business. Such temporary assignment shall not exceed fifteen (15) working days without the agreement of the unit

member.

- 13.8 Higher Classification Pay:** An employee required and qualified to work in a higher class on a temporary basis, shall be compensated at the salary range of the employee they replace and at the first step that gives the employee working out of classification a raise but not beyond the final step of the range. The difference of pay rate will start on the first day
- 13.9 Promotion:** Unit members in the bargaining unit shall be given first consideration, as defined in 13.1, along with all other applicants, in filling any job vacancy in the bargaining unit which can be considered a promotion, after the announcement of the position vacancy. The District shall accept applications from current unit members and new applicants, and may select the applicant which best serves the District's needs.
- 13.10 Promotion Salary Placement:** A unit members who is promoted to a higher position shall receive the salary of that classification according to his/her years of service to insure at least a one-step salary increase as a result of that reassignment/ promotion.

ARTICLE 14: LAYOFFS AND REEMPLOYMENT

14.1 Layoff: A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent or probationary classified employee due to lack of funds and/or lack of work. The decision to layoff classified employees is within the sole discretion of the District and shall not be subject to bargaining or grievance procedures. The effects of the layoffs shall be negotiated.

14.2 Order of Layoff:

14.2.1 Layoffs shall be in reverse order of seniority in the job classification in which the layoff occurs.

14.2.2 For the purposes of layoff, seniority shall be determined by date of hire.

14.2.3 The employee who has the least seniority in the classification plus higher classifications, shall be laid off first.

14.3 Notice of Layoff:

14.3.1 Upon written request, the District shall meet with CSEA to discuss the proposed layoff effects. Such meeting shall not involve a bargaining obligation and shall not delay any action related to layoff that the District deems necessary.

14.3.2 An employee may challenge his/her place on the seniority roster by making objections to the Superintendent within 30 days of the mailing of the notice of layoff. The Superintendent or designee shall review the objections and provide a response to CSEA and the employee(s) prior to the effective date of any layoff(s) involving such employee(s).

14.3.3 After Board action has been taken on a layoff, a written notice of layoff shall be given to affected employees no less than sixty (60) calendar days prior to the effective date of layoff. A termination interview with the Superintendent or his/her designee may be scheduled during normal working hours, if requested by the employee. The written notice of layoff shall indicate the layoff effective date and inform the employee of his/her displacement rights, if any, and reemployment rights.

14.3.4 The notice required by this Article does not preclude the District from implementing either of the following actions without providing the notice required:

(1) A layoff for a lack of funds in the event of an actual and existing financial inability to pay the salaries of classified employees.

(2) A layoff for a lack of work resulting from causes not foreseeable or preventable by the governing board.

14.4 Equal Seniority: If two (2) or more employees subject to layoff have equal seniority, as determined by hire date, the determination as to who shall be laid off shall be made by lot.

14.5 Voluntary Layoff: An employee whose assigned time is to be reduced (e.g., by reduction of hours or of the work year) may elect to be laid off instead.

14.6 Displacement (Bumping) Rights:

- 14.6.1 An employee who is laid off from a classification and who has previously obtained permanency in an equal or lower classification shall have the right to bump the least senior employee in that classification provided that the laid off employee has greater seniority than the least senior employee in that classification.
- 14.6.2 Seniority for the purpose of determining bumping rights shall be determined by original date of hire and include the total of the previous service in the equal or lower class being bumped into, plus higher classes.
- 14.6.3 A permanent or probationary employee who has been removed from his/her classification for lack of work or lack of funds and after exercising his/her bumping rights may accept a voluntary demotion to a vacant position in a lower class or placement in an equal class, provided that the employee is qualified to perform the duties thereof and provided further that the District approved such reassignment. Such employee shall maintain his/her employment rights as defined in this Article.

14.7 Retirement in Lieu of Layoff:

- 14.7.1 Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion or reduction in assigned time.
- 14.7.2 The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with 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.
- 14.7.3 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District received within seven (7) calendar days a written acceptance of the offer, the position shall not be permanently filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status. 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 laid off, or fails to accept such offer within seven (7) calendar days, shall be deemed to be permanently retired.
- 14.7.4 Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this section. This shall not extend the reemployment period.

14.8 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.

14.9 Reemployment Rights:

- 14.9.1 Laid-off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in order of seniority, as vacancies become available.
- 14.9.2 Laid-off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the employee's option, returned to a position

in this former classification or to a position with increased assigned time up to the amount of assigned time at the time of layoff as vacancies become available and for a period of sixty-three (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list(s).

- 14.9.3 An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of opening(s) for which he/she is eligible. The notice shall be by mail to the last address of the employee on record with the District.
- 14.9.4 In lieu of mail notice, the District may elect to give notice by telephone or in person. If the position is refused, the District will confirm such refusal by letter to the employee. If requested, CSEA shall be given a list of all employees offered reemployment.
- 14.9.5 An employee who has received and declined an offer of reemployment in the classification from which laid off with the same or more hours than that held at the time of layoff shall be removed from the reemployment list.
- 14.9.6 Within seven (7) calendar days of mailing the notice or within five (5) calendar days of telephone or personal contact, the employee must accept the position or the right to it is deemed declined.
- 14.9.7 The District may simultaneously send out notices of vacancy to more than one person on the reemployment list provided that a more junior person may be given the vacancy only when those with more seniority have declined it.
- 14.9.8 Any acceptance by a laid off employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours shall not affect his/her original right to reemployment in his/her former classification and with the same number of hours. If the employee accepts reemployment, he/she must report for work within three (3) workdays following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment offer or the District approves a later reporting date.

14.10 Reduction of Hours

- 14.10.1 Reduction in hours is defined as either a reduction in the number of hours worked per day, per week, per month, or per year. A reduction in hours does not involve a separation from service. The District shall notify CSEA of any intention it has to reduce the hours of any position in the bargaining unit, including any vacant position(s). The District and CSEA shall then meet and negotiate both the decision and effects of the decision as soon as possible.
- 14.10.2 Reduction in hours shall be no less than fifteen (15) minute increments.

ARTICLE 15: GRIEVANCE PROCEDURES

15.1 Definitions:

- 15.1.1 A "grievance" is defined as any complaint of a unit member, a group of unit members, or the CSEA involving the interpretation, application, or alleged violation of this Agreement. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances. The grievant or the CSEA Representative shall, whenever it is impossible to do so otherwise, be allowed reasonable release time to process a grievance. Upon mutual agreement, all parties may be present under this Section.
- 15.1.2 A "day" is any day in which the District Office of Pierce Joint Unified School District is open for business.
- 15.1.3 Time (days) as specified in this Article may be changed as mutually agreed upon by the parties concerned.

15.2 Procedures: Grievances shall be handled in the following manner:

- 15.2.1 **Step One:** An aggrieved unit member may present directly, or through his/her CSEA Representative, his/her grievance to his/her immediate Supervisor. The grievance shall be submitted orally. If the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step Two.
- 15.2.2 **Step Two:** An aggrieved unit member may present directly, or through his/her CSEA Representative, his/her grievance to his/her immediate supervisor, in writing no later than forty (40) days after the event or circumstances occasioning the grievance. The formal grievance shall be a clear, concise statement of the grievance citing specific sections of the Agreement allegedly violated, misinterpreted, or misapplied, the circumstances involved, and the specific remedy sought. If the grievance is not satisfactorily adjusted within ten (10) days after submission of the grievance, the immediate Supervisor shall, within ten (10) days after the submission of the grievance, reduce to writing his/her response to the grievance. Within the above time limits, either party may request an informal personal conference to resolve the grievance.
- 15.2.4 **Step Three:** If the grievance is not satisfactorily adjusted by the immediate supervisor, or if the immediate supervisor fails to respond in accordance with Step Two, the unit member may submit the grievance in writing to the District Superintendent or his/her designee within ten (10) days of the receipt of the response at Step Two, or within ten (10) days after the time periods called for in step Two have passed. The appeal shall include a copy of the original grievance, the decision rendered at Step Two and a clear, concise statement of the reason for the appeal. Within ten (10) days of the receipt of the grievance at Step Three, the Superintendent or his/her designee shall

investigate the grievance. Within ten (10) days after this meeting, the Superintendent or his/her designee shall deliver, in writing, to the aggrieved unit members and CSEA Representative the response to the grievance.

15.2.5 Arbitration: If the grievant is not satisfied with the decision of the Superintendent, he/she may appeal the decision within ten (10) days to the Board. The appeal shall include a copy of the original grievance, the decision rendered at each step, and a clear, concise statement of the reasons for appeal. The CSEA at its option may, in lieu of submitting the matter to the Board, submit the matter to advisory arbitration. The parties shall select a mutually-acceptable advisory arbitrator. In the event they are unable to agree on an advisory arbitrator within ten (10) days of the submission of the grievance to arbitration, the arbitrator shall be selected from a list submitted by the State Mediation and Conciliation Service. If the grievant and the District cannot agree on an arbitrator from the list, each party shall alternately strike names until only one name remains. The arbitrator shall conduct a hearing at which both parties may present evidence. After concluding the hearing, the arbitrator shall prepare a report listing the issues, the pertinent facts found at the hearing, and a recommendation for resolution. The report shall be sent to the Governing Board of the Pierce Joint Unified School District, with copies to the grievant, the CSEA and the Superintendent. All costs of the arbitration shall be borne equally by the District and the CSEA.

15.2.6 Step Four: If the District or the CSEA is not satisfied with the recommendation(s) of the arbitrator or waives arbitration pursuant to 15.2.5, the matter shall be referred to the Governing Board of the Pierce Joint Unified School District within fifteen (15) days after receipt of the arbitrator's report. The Board shall within thirty (30) days after said referral render its determination of the grievance and shall within ten (10) days after its determination give its decision in writing to the grievant. The Governing Board may place the grievance on its agenda for its next regularly scheduled public meeting which is at least fifteen (15) days subsequent to the filing of the grievance with the Governing Board. If a hearing is deemed appropriate by the Governing Board, the hearing will be closed unless a public hearing is requested by the grievant. At the meeting, the aggrieved unit member and the CSEA Representative shall have an opportunity to testify, present evidence, and present witnesses pertaining to the grievance. The Governing Board will deliver to the aggrieved unit member and his/her CSEA Representative, its written response to the grievance during the timeframe set forth herein.

15.3 Unit members-Processed Grievance: A unit member covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention by the CSEA, as long as the adjustment is not inconsistent with the terms of this Agreement. The CSEA shall be provided with a copy of the proposed resolution for review. The CSEA shall be given an opportunity to file a written response to the proposed resolution. The CSEA shall be provided copies of any resolution of any grievance. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.

- 15.4 **Grievance Witnesses:** The District shall make available for testimony any District unit member who may have pertinent information related to the alleged grievance. Any unit member witnesses required to appear in connection with this Article shall suffer no loss of pay.
- 15.5 **Separate Grievance File:** All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file; such file to be available for inspection only to the unit member, the CSEA Representative, and those Governing Board members, management, supervisory, and confidential employees directly involved in the grievance procedure.
- 15.6 **CSEA Right:** Notwithstanding paragraph 15.3, only CSEA, in its sole discretion, shall be permitted to submit the matter to arbitration.

ARTICLE 16: TRANSPORTATION

16.1 **Bus Unavailability:** Whenever, as the result of the unavailability of appropriate District vehicles due to mechanical or other malfunctions, a bus driver regularly scheduled to work is unable to work, and no other alternate assignment can be found, he/she shall receive pay at the rate he/she would have received for working that day. The parties agree that this provision shall not apply to extra duty/trip assignments.

ARTICLE 17: SAFETY

- 17.1 **Reporting of Unsafe Working Conditions:** Alleged violations of unsafe working conditions shall be reported to the unit members' immediate supervisor. If the situation has not been resolved within a reasonable period of time, the Unit member may submit such alleged violation to the Superintendent. If at that point, unit member is not satisfied, he/she may submit such alleged violation to the appropriate administrative agency, such as CAL OSHA, and may not process it as a grievance. No unit member shall be discriminated against for reporting any condition which he/she believes to be in violation of health and safety codes.
- 17.2 **Safety Equipment:** Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to insure the safety of the employee, the District agrees to furnish such equipment or gear.

ARTICLE 18: SEVERABILITY

- 18.1 **Savings-Clause:** If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 18.2 **Replacement of Severed Provision:** In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within a reasonable time period after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section, if requested by either party.

ARTICLE 19: NEGOTIATIONS

- 19.1 **Release Time for Negotiations:** CSEA shall have the right to designate two (2) unit members, or an additional number of unit members on an as needed basis and with the approval of the Superintendent, who shall be given reasonable release time to participate in negotiations.
- 19.2 **Ratification of Additions or Changes:** Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.
- 19.3 **Agreement of Parties:** This Agreement contains the Agreement of the parties as to all existing matters. Nothing contained herein shall be interpreted as precluding the right of the parties to meet and consult on matters which develop after entering into this Agreement and which have not been heretofore agreed upon by the parties and which represent conditions not covered by this Agreement.
- 19.4 **Reopeners:** The District and the CSEA agree that either party may, each year, reopen for negotiations; salaries, benefits, and up to two (2) other articles of the parties choice.

ARTICLE 20: DISCIPLINARY ACTION PROCEDURES

20.1 **Definition:** Discipline, as used in this article includes, but is not limited to, dismissal, demotion, suspension, reduction in hours or class without the permanent unit member's voluntary consent. This article shall not limit the District's right to evaluate or to reprimand, orally or in writing, or to counsel unit members. Nor shall anything in the District's evaluation procedures limit the District's right to discipline unit members pursuant to this Article. A layoff or reduction of hours, based on lack of work or lack of funds, shall not be considered discipline.

20.1.1 **Permanent/Probationary:** Unit members with permanent status shall be subject to discipline only for cause pursuant to this article. The probationary period is an extension of the selection process. As such, a probationary unit member may be terminated, at any time, at the sole discretion of the District.

20.1.2 **Progressive Discipline:** In accordance with the concept of "progressive discipline", counseling and an opportunity for improvement shall typically precede disciplinary action. However, this concept shall not apply in cases involving gross misconduct.

20.2 **Causes for Discipline of a Permanent Unit Member:**

The District may discipline permanent unit members pursuant to the following provisions:

25.2.1 The discipline shall be based upon cause, including but not limited to:

- (a) Falsifying any information supplied to the District. This includes, but is not limited to, information supplied on application forms, employment records, time sheets, absence forms or any other district records.
- (b) Incompetency or inefficiency in performance of the duties of his/her position.
- (c) Inexcusable neglect of duty.
- (d) Abandonment of position. Three (3) work days of continuous absence without notification to the District shall be deemed abandonment and shall result in termination as a voluntary resignation. This shall not require further District action; however, the unit member shall, if requested, be provided the opportunity to demonstrate good cause to excuse his/her absence.
- (e) Repeated and/or unauthorized absenteeism and/or tardiness, including abuse of illness or other leave provisions;
- (f) Commission of or conviction of any felony or commission of or conviction of any sex or controlled substance offense as defined by Education Code Section 44010 or 44011. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- (g) An act of insubordination. This shall include, but is not limited to,

refusal or other failure to either comply with a direct order and/or to perform regular or other assigned work and/or refusal to cooperate fully.

- (h) While on duty: either used, sold/furnished, or was under the influence of, or unlawfully possessed any controlled substance (as defined in Health and Safety Code Section 11007 et seq).
- (i) While off duty: unlawfully sold/furnished, or possessed any controlled substance, (as defined in Health and Safety Code Section 11007 et seq), or was unlawfully under the influence of any such controlled substance.
- (j) Consumption of an alcoholic beverage, or an intoxicant of any kind, while on duty or in such close time proximity thereto as to cause any detrimental effect upon employees, pupils, or others associated with the District.
- (k) Knowingly or negligently provided, in a verbal or written manner, confidential employee and/or student records to an unauthorized person or persons.
- (l) Dishonesty or theft, including deliberate destruction, damage or removal of District or another person's property.
- (m) Willful/knowing violation of district rules, policies or procedures. This shall also include refusal to obey safety rules or regulations made applicable to public schools by the State Board of Education or by any other appropriate state or governmental agency.
- (n) Unauthorized use, or misuse, of District time, supplies, materials, facilities, or other District assets or property.
- (o) Failure to possess or keep in effect any license, certificate, or other similar requirement required by the State of California for service in the unit member's classification shall result in termination as a ministerial act.
- (p) Inexcusable, discourteous, offensive, or abusive conduct or language toward the public, a pupil, or another officer or employee of the District.
- (q) Conduct either during or outside of duty hours which negatively impacts the unit member's ability to render service to the District.
- (r) Any cause set forth in the California Education Code which mandates discipline, dismissal, or prohibits hiring.
- (s) Immoral conduct.
- (t) Improper political activity.
- (u) Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- (v) A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees.
- (w) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while

- acting in the capacity of a district employee.
- (x) Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.
 - (y) Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the district or his/her employment.

20.2.2 No disciplinary action shall be taken for any cause, or based upon any event, which arose prior to the unit member achieving permanent status, nor for any cause or event which arose more than two years preceding the date of filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District. Such prior event(s), however, may be utilized in determining the appropriate level of discipline.

20.3 Procedure for Imposing Disciplinary Action:

20.3.1 Predisciplinary Conference

Prior to recommending a disciplinary action, the Superintendent shall provide written notice to the unit member of his/her intent to recommend disciplinary action.

At a time not less than five (5) calendar days after the written notice of disciplinary action was personally delivered or sent to the unit member by certified mail, return receipt requested, the unit member shall be scheduled for a predisciplinary meeting with the Superintendent. At this meeting the unit member shall be given the opportunity to respond to the charges.

The unit member may be represented at the predisciplinary meeting by a representative of his/her choice. The Superintendent may also have a representative which may be an attorney or other District employee.

The predisciplinary meeting shall take place before the Superintendent.

20.3.2 Disciplinary Notice

Prior to the imposition of disciplinary action, the District shall give written notice to the unit member. This written notice of disciplinary action shall be deemed sufficient if personally delivered or sent to the unit member by certified mail, return receipt requested, at least five (5) calendar days prior to the date when the disciplinary action is proposed to be effected.

20.3.3 Contents of the Written Notice

The contents of the written notice shall include, but need not be limited to, the following:

- (a) A statement, in ordinary and concise language, of the specific acts and omissions upon which the disciplinary action is based;
- (b) A statement of the cause, or causes, for the action taken;
- (c) If it is claimed that the unit member has violated a rule or regulation of the District, a statement of the rule or regulation;
- (d) A statement of the discipline proposed, including beginning and ending date(s), if appropriate;
- (e) A statement that the unit member may file a request for hearing as set forth in this Article directly with the Superintendent or his/her designee within five (5) calendar days after service of the written notice and a form or other paper upon which the unit member may demand such a hearing;
- (f) A statement that if the unit member does not respond pursuant to (e) above, the District will impose the discipline as noticed.

20.4 Immediate Effect:

20.4.1 Notwithstanding other provisions of this Article, a unit member against whom disciplinary action is to be taken may be immediately placed on administrative leave with pay upon verbal notification pending a hearing. If the Superintendent determines that the unit member's presence would be detrimental to the welfare of the District, the pupils, the public, employees, or property of the District, the administrative leave may be without pay. If a unit member is suspended without pay pending a hearing and the charges are dropped or if the unit member is ordered reinstated, the unit member will be paid full salary for the period of suspension plus interest based on the Colusa County Treasurer's Quarterly Interest Rate.

20.4.2 This verbal notification shall be followed by service upon the unit member of the written notice as set forth in C.3.

20.5 Hearing Before the Governing Board:

20.5.1 If the unit member served with a recommendation for disciplinary action files a timely request for hearing, the Governing Board may conduct such hearing itself or may, in its sole discretion, appoint a designee to conduct such a hearing in accordance with this article.

- (a) Such designee may include, but is not limited to an Administrative Law Judge obtained through the Office of Administrative Hearings, or other hearing officer as determined by the Governing Board.
- (b) Any decisions rendered by such a designee shall be advisory to the Board.

- (c) The decision of such designee shall be in writing and be provided to the Governing Board, the District, and the unit member within 30 days after the conclusion of the hearing unless otherwise agreed by the parties.

20.5.2 If a unit member requests a hearing and subsequently fails to appear at the hearing, the unit member shall be deemed to have waived any right to participate or be represented at the hearing and action may be taken without further notice to the unit member, based upon the recommendation for disciplinary action prepared by the Superintendent or his/her designee, and previously served upon the unit member.

20.5.3 The hearing shall be conducted in closed session unless the unit member requests a public hearing. The Board or its designee may deliberate in the absence of the Unit members and the District administration.

20.5.4 At such hearing, the unit member shall be entitled to appear personally, to be represented by a person of his/her choice, to introduce relevant evidence on his/her behalf, to cross-examine witnesses and to challenge evidence presented by the District.

20.5.5 The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

20.6 **General Provisions:**

20.6.1 Suspension pursuant to this Article shall not reduce or deprive the unit member of seniority or health benefits.

25.6.2 Nothing in this Article shall limit the District's right to institute dismissal and/or immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code, nor shall discipline under this Article be regarded as a precondition of any proceedings under the California Education Code.

20.6.3 A proposed disciplinary action may be settled at any time. The terms of such settlement shall be reduced to writing. A Unit member offered a disciplinary settlement by the District shall, if requested by the unit members be granted a reasonable amount of time to have the proposed settlement reviewed by his/her chosen representative prior to signing it.

20.6.4 All proceedings involving proposed discipline shall be private, except as may otherwise be required by law, and all parties shall keep the matter as confidential as reasonably possible under the circumstances.


20.6.5 At a hearing pursuant to this article, the technical rules of evidence will not apply.

ARTICLE 21: STATUTORY CHANGES

21.1 **Modifications:** The parties agree to negotiate within a reasonable time period upon request by either party in an effort to reach agreement over any change that adversely affects the terms and conditions of this Agreement that is brought about by statutory action during the term of this Agreement.

ARTICLE 22: DURATION OF AGREEMENT


22.1 Term: This Agreement shall be effective upon ratification by both parties and shall remain in full force and effect July 1, 2022 through ~~June 30, 2022~~ June 30, 2025. In the 2023-2024 and 2024-2025 years, each party may negotiate salary, benefits and two (2) articles of their choosing.


Jonathan McPeek (Oct 14, 2022 10:00 PDT)

Jon McPeek, Chapter President
CSEA Chapter 97


Oct 14, 2022

Date


Crystal Ferrer, Labor Relations Representative
CSEA

Oct 14, 2022

Date


Carol Geyer (Oct 14, 2022 09:58 PDT)

Carol Geyer, Superintendent
Pierce Joint Unified School District

Oct 14, 2022

Date

“Appendix A”

Pierce Joint Unified School District
2022/23
Classified Salary Schedule

STEP	1	2	3	4	5-10	11-15	16-20	21-25	26-30	31
CLASS										
1	17.05 2,969	17.60 3,066	18.11 3,154	18.76 3,268	19.40 3,378	19.97 3,478	20.64 3,594	21.30 3,711	22.02 3,835	22.81 3,973
2	17.60 3,066	18.11 3,154	18.76 3,268	19.40 3,378	19.97 3,478	20.64 3,594	21.30 3,711	22.02 3,835	22.81 3,973	23.61 4,112
3	18.11 3,154	18.76 3,268	19.40 3,378	19.97 3,478	20.64 3,594	21.30 3,711	22.02 3,835	22.81 3,973	23.61 4,112	24.45 4,258
4	18.76 3,268	19.40 3,378	19.97 3,478	20.64 3,594	21.30 3,711	22.02 3,835	22.81 3,973	23.61 4,112	24.45 4,258	25.42 4,427
5	19.40 3,378	19.97 3,478	20.64 3,594	21.30 3,711	22.02 3,835	22.81 3,973	23.61 4,112	24.45 4,258	25.42 4,427	26.26 4,574
6	19.97 3,478	20.64 3,594	21.30 3,711	22.02 3,835	22.81 3,973	23.61 4,112	24.45 4,258	25.42 4,427	26.26 4,574	27.31 4,756
7	20.64 3,594	21.30 3,711	22.02 3,835	22.81 3,973	23.61 4,112	24.45 4,258	25.42 4,427	26.26 4,574	27.31 4,756	28.37 4,942
8	21.30 3,711	22.02 3,835	22.81 3,973	23.61 4,112	24.45 4,258	25.42 4,427	26.26 4,574	27.31 4,756	28.37 4,942	29.39 5,119
9	22.02 3,835	22.81 3,973	23.61 4,112	24.45 4,258	25.42 4,427	26.26 4,574	27.31 4,756	28.37 4,942	29.39 5,119	30.42 5,299
10	22.81 3,973	23.61 4,112	24.45 4,258	25.42 4,427	26.26 4,574	27.31 4,756	28.37 4,942	29.39 5,119	30.42 5,299	31.95 5,564
11	23.61 4,109	24.77 4,314	26.01 4,530	27.33 4,759	28.68 4,994	31.63 5,509	33.20 5,783	34.86 6,071	36.60 6,375	38.43 6,693

CLASSIFICATIONS
1 - Cashier Cafeteria Helper Campus Supervisor
4 - Library Clerk Paraeducator Health Clerk Assistant Cook Office Assistant I K-12 Clerical Aide
5 - After School Program-Site Leader
6 - Custodian College and Career Center Technician Office Assistant II Cook Car/Van Driver
7 - Custodian/Bus Driver Administrative Assistant Part-time Driver Groundsworker Bus Driver/Groundsworker Custodian/Groundsworker/Bus Driver
8 -Utility Technician/Bus Driver Technology Assistant
9 -
10 - Technology Support Technician Transportation Tech/Utility Tech/Bus Driver
11 - Accounting Technician Maintenance Tech District Mechanic/Maintenance

- * Step 11-15 is a longevity step granted after ten years experience credit.
- ** Step 16-20 is a longevity step granted after fifteen years experience credit.
- *** Step 21-25 is a longevity step granted after twenty years experience credit.
- **** Step 26-30 is a longevity step granted after twenty-five years experience credit.
- ***** Step 31 is a longevity step granted after thirty years experience credit.

3% increase to salary for passing the District adopted Bilingual Test (both written & oral)
(positions qualified to take the Bilingual Test will be at the discretion of the Superintendent)

The monthly salary on the classified employee salary schedule based on 12 months' full time employment. Full time employee salary is based on 2088 hours per yr. Part time employee salary is based on number of days worked + annual leave & classified holidays occurring within the year.

Pierce Joint Unified School District

Classified Employee Evaluation Report

_____ Employee’s Name	_____ Period Ending	<input type="checkbox"/> Probationary
_____ Classification	_____ Site	<input type="checkbox"/> Permanent
_____ Supervisor	_____ Evaluation Date	<input type="checkbox"/> 10 Month Employee
		<input type="checkbox"/> 12 Month Employee

Comments or Suggestions Must be completed when
“Improvement Needed” or
“Unsatisfactory” is checked

PERFORMANCE FACTORS	P	I	U	N/A	
PERSONAL QUALITIES:					
General appearance					
Poise and self-control					
Judgment					
Initiative					
QUALITY OF WORK:					
Skill in performing tasks					
Accuracy in work					
Neatness in work					
Completeness of work assigned					
WORK HABITS:					
Punctuality (work, breaks & lunch)					<input type="checkbox"/> Notifies office when absent
Attendance on job (Excludes long-term illness)					
Promptness in completing work (meets deadlines)					
Organizes work for efficient use of time					
Schedules work by prioritizing tasks					
Operation/care of equipment					
Makes use of good safety practices (including duty time)					
ATTITUDE:					
Demonstrates interest in work					
Demonstrates willingness to accept change					
Demonstrates ability to accept change					
Accepts and carries out responsibilities					
TEAMWORK:					
Maintains good rapport with supervisor					
Works cooperatively with co-workers					
Shares knowledge/skills/efforts with others					
Contributes to the team effort					
Demonstrates concern for the success of the entire team					
Builds & maintains good rapport with students and public (including duty time)					
EMPLOYEES WHO SUPERVISE:					
Coordinates work with assigned staff					
Acceptance of responsibility					
Establishment of work standards					
Training and leading staff					
Planning and assigning work					
Fairness and impartiality to staff					
Quality of staff management					
Adequacy of instructions					

P=Proficient

I=Improvement Needed

U=Unsatisfactory

N/A=Does not apply

SUMMARY OF EVALUATION

(This section must be completed)

Comments must include any suggestions given to employee when "Improvement Needed" or "Unsatisfactory" is checked.

Evaluator's comments are to include suggestions for assistance or special commendations:

OVERALL EMPLOYEE RATING SUMMARY

- Satisfactory employee; is suited for position; performance meets and/or exceeds established standards.
- Weakness in work efficiency and/or attitude; performance needs improvement, not satisfactory.
- Employee is unsuited for this position; performance is unsatisfactory

RECOMMENDATION: Retain Retention on Condition Non-Retention

I hereby certify that this report constitutes my best judgment of the service of this employee and is based on personal observation and knowledge of his/her work.

Evaluator

Title

Date

Evaluator

Title

Date

GOALS: _____

EMPLOYEE COMMENTS:

CERTIFICATION BY EMPLOYEE:

The employee's signature shall not be construed as meaning that he/she necessarily agrees with the rating.

Signature of Employee

Date

COPIES TO: 1 – employee
 1 – supervisor
 1 – personnel file

This document will be placed in your personnel file five (5) days from date received.

You may make any signed written comments you wish, which will be attached to this document and placed in your personnel file.