

2022

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2025

CSEA, Chapter 437

**COLLECTIVE BARGAINING
AGREEMENT**

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ARTICLE 1: AGREEMENT

This Agreement is made and entered into by and between the Earlimart Elementary School District ("District") and the California School Employees Association and its Earlimart Chapter No. 437 ("Association" or "CSEA") October 18, 2022 with respect to the following recitals:

The tentative agreement reached between the District and the Association for the 2022-2025 school years is as follows:

ARTICLE 2: RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative of the classified employees as listed in Appendix I.
- 2.2 **DISCRIMINATION PROHIBITED:** No employee in the bargaining unit shall be unlawfully discriminated against in wages, hours, or other terms and conditions of employment because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status and, to the extent prohibited by law, no person shall be unlawfully discriminated against because of age, sex, or physical handicap.
- 2.3 The District agrees that if, subsequent to this Agreement, it creates any new classifications, it shall notify the Association of its action, describing the class created, and indicate whether the new class is a part of the bargaining unit or excluded therefrom.
- 2.4 In the creation of a new classification to the bargaining unit, the District shall prepare and submit to the Association the description and salary range for any classification determined to be within the unit. If the Association objects to inclusion or exclusion from the unit, the parties shall meet within ten (10) days

to seek resolution to the objections. If the parties fail to reach agreement, the classification shall be submitted to the Public Employment Relations Board for resolution.

ARTICLE 3: DEFINITIONS

- 3.1 “Employee” means any employee of the District whose assigned job classification and title are among those included in the recognized bargaining unit and are specifically included among those job titles contained in Article 2.1 of this Agreement.
- 3.2 “Daily Rate of Pay” means the employee’s annual salary divided by the number of days he/she is in paid status.
- 3.3 “Paid Status” means any hours during which the employee is compensated by the District.
- 3.4 Effective January 1, 2020, new employees shall serve a probationary period of 130 work days.
- 3.5 Effective January 1, 2020, any employee who promotes into a classification with a higher salary range shall serve a probationary period of 130 working days
- 3.6 Term “class seniority” as used within this agreement shall mean the number of days worked within the employee’s current classification.
- 3.7 The term “district seniority” as used within this agreement shall mean the date of hire within the district.

ARTICLE 4: NEGOTIATIONS PROCEDURES

- 4.1 Not later than April 1 of the year in which this Agreement expires, the Association shall deliver its initial proposals for bargaining to the Board. Unless the District and the Association otherwise mutually agree, the Board and the exclusive representatives shall begin to meet and negotiate in good faith no later than forty-five (45) calendar days following delivery of such proposals. Any Agreement reached between the parties shall be reduced to writing and signed by them.
- 4.2 The Association shall have the right to designate five (5) employees who shall be given reasonable release time to participate in negotiations.
- 4.3 Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.
- 4.4 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 Association to bargain on matters that 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.

ARTICLE 5: DISTRICT RIGHTS

- 5.1 The District retains all its vested rights, powers, and authority to manage and direct its affairs to the extent limited by law and not otherwise limited by the provisions of this Agreement. Included in those powers and authority are the rights to:

- 5.1.1 manage and direct its own operations and its classified personnel; such direction to be for the purposes dictated by District goals; including, but not limited to, greater District efficiency high staff morale;
- 5.1.2 to determine its goals, objectives, and educational philosophy;
- 5.1.3 to ensure the rights and educational opportunities of students;
- 5.1.4 to determine staffing patterns and the classification of positions;
- 5.1.5 to determine the curriculum;
- 5.1.6 to determine, develop, and implement its budget and procedures thereof;
- 5.1.7 to determine the methods of raising revenue;
- 5.1.8 to contract or discontinue work for operational or economic reasons;
- 5.1.9 to hire, assign, evaluate, promote and terminate employees subject to the provisions of the California Education Code and other applicable statutes;
- 5.1.10 to discipline employees in accordance with contractual agreements, district policy, and state and federal law;
- 5.1.11 to build, move, or modify the facilities.

5.2 In the event an emergency affects the ability of the District to reasonably comply with any provision of this Agreement, said provision may be altered by the district only to the extent and for the time necessary to meet the emergency.

ARTICLE 6: NO LOCKOUT/NO STRIKE

6.1 During the term of this Agreement, the District agrees not to engage in any lockout of employees covered by this Agreement.

6.2 The Association agrees that, during the term of this Agreement, there will be no strike, walk-out, slow-down, or work stoppage.

ARTICLE 7: ASSOCIATION RIGHTS

- 7.1 The Association shall be permitted to transact official Association business on school property at reasonable times that do not otherwise conflict with the business of the District. Association representative shall first report to the site administrator or designee to advice of the representative's presence on a District site. Prior arrangements shall be made by the site administrator for Association meetings.
- 7.2 The Association shall have the right to use District bulletin boards, to place documents in employee mailboxes, and to post information or notices concerning Association matters.
- 7.3 The Association shall have the right to use equipment, facilities, and buildings at reasonable times. The Association may use District email to communicate with its members and shall have a link on the District website to communicate with bargaining unit members. Communication shall include information on CSEA trainings, joining the union, or other communication that does not impact a unit member's job performance.
- 7.4 The Association shall have the right to review employees' personnel files and any other records dealing with employees when accompanied by the employee or on presentation of a written authorization signed by the employee.
- 7.5 No later than September 1 of each year, and upon written request, the Association shall have the right to be supplied with a complete seniority roster

for all employees in the bargaining unit. The roster shall indicate the employee's current classification, Class Seniority, District Seniority, job site, number of working days, and number of hours in the classification.

- 7.6 The Association shall have the right, upon written request, to receive one (1) copy of public budgetary or financial material submitted to the District.
- 7.7 The Association shall have the right to receive one (1) copy of each Board meeting packet to include public enclosed information when such data is available to the Board of Education members.
- 7.8 Nothing in this Article shall require the District to provide any information to the Association in any form other than what is normally available for the District's ordinary and necessary business or education affairs.
- 7.9 The Chapter President shall receive reasonable release time to conduct necessary Association business. The District agrees to allow CSEA a sixty (60) minute meeting with the bargaining unit 2 times per school year. Bargaining unit members will be provided release time without loss of pay. These meetings will be held on non- instructional days.
- 7.10 Within thirty (30) days after execution of this agreement the District shall print and provide, without charge, ten (10) copies of this contract to the Chapter President. Any employee who becomes a member of the unit after execution of this Agreement shall be provided with a copy of this Agreement by the District without charge at the time of employment. The District shall place a copy of the contract on the District website and provide a written copy to any employee upon request. A computer will be made available for staff use only at each site or department.

- 7.11 The Association shall have the right of paid release time for two (2) CSEA Chapter delegates to attend the annual CSEA Conference.
- 7.12 Employee Orientation. The District shall provide CSEA access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice 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. CSEA shall have one (1) hour of District paid release time for either the Chapter President or designee, to conduct the orientation session.
- In the event the District does not conduct a group orientation, the Chapter President, or designee, and the new employee, shall have thirty (30) minutes of District paid release time for the orientation session. The CSEA Labor Relations Representative may also meet with the new hire to conduct the orientation session.
- 7.13 District Notice to CSEA of New Hires: The District shall provide CSEA, and the Chapter President, notice of any newly hired classified employee, within ten (10) schooldays of date of hire, via electronic mail. The information to CSEA shall include: full legal name, job title, classification, department, assigned worksite, work telephone number; work extension; personal cellular telephone number; home telephone number, home street address (including apartment #), city, state, zip code, personal email address, and employee hire date. The Chapter President shall only be provided with the new employee's full legal name, classification, department, and assigned work site.

7.14 Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit member's names and contact information (see 7.13) on the last working day of September, January, and May. The information will be provided to CSEA electronically.

ARTICLE 8: GRIEVANCE PROCEDURES

8.1 This Article provides a procedure for the consideration of grievances pertaining to a contract dispute that is defined as an alleged violation, misapplication, or misinterpretation of the specific provisions of the contract by any employee (s) in the bargaining unit or CSEA.

8.2 Any employee or CSEA may present grievances relating to a contract dispute to the District and have such grievances adjusted without the intervention of the Association as long as adjustment is not inconsistent with the term of this Agreement. A copy of the grievance and the proposed resolution must be forwarded to the Association with the Association having five (5) working days to file a response.

8.3 Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The District and the Association agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon an employee's good standing, performance, loyalty, or desirability to the organization. Employees, Association representative, and all

other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination, or reprisal.

- 8.4 Failure by the District to adhere to decision deadlines constitutes the right for the aggrieved to appeal automatically to the next step (higher level). Failure of the employee to adhere to the submission deadlines shall mean that the employee is satisfied with the latest decision and waives any right to further appeal. However, the parties may extend the dates by mutual agreement.
- 8.5 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor.
- 8.6 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.
- 8.7 If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
- 8.8 When a grievance has been filed by an employee, the grievant may terminate the grievance at any time by giving written notice to the District or its designee. Failure to comply with time limits, to attend scheduled meetings to discuss or hear the grievance, or to provide requested information at the grievant's disposal relating to the subject matter of the grievance, shall be deemed a termination of the grievance by the employee. The District may, but shall not be required to, give written notice of such termination to the employee.

8.9 The grievant has the right to have a representative present at any step of the grievance procedure. The grievant, however, must be present at each step of the grievance procedure.

8.10 DEFINITIONS;

8.10.1 GRIEVANCE: A formal written allegation by a grievant that the grievant has been adversely affected by a violation, misapplication, or misinterpretation of the specific provisions of this Agreement.

8.10.2 GRIEVANT: A grievant is one (1) or more District employee(s) covered by this Agreement and/or the Association.

8.10.3 REPRESENTATIVE: A representative is a fellow employee, Association representative, or legal counsel who participate in the grievance procedure.

8.11 INFORMAL RESOLUTION: Any employee who believes he/she has a grievance shall present the grievance orally to the immediate supervisor within twenty (20) calendar days after the grievant became aware, or should have been aware, or the circumstances that formed the basis for the grievance. Failure to do so will render the grievance null and void. If the grievance is timely, the supervisor shall hold discussions and attempt to resolve the grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the aggrieved employee and the immediate supervisor.

8.12 Grievances will be processed in accordance with the following steps:

8.12.1 STEP 1: If the grievance is not satisfactorily adjusted during the informal discussion, the employee shall present the grievance in writing to the immediate supervisor within five (5) work days after the oral decision by the

supervisor. The supervisor shall respond in writing five (5) work days after the receipt of the grievance. The written information provided by the grievant shall include: a description of the specific grounds of grievance, including names, dates and places necessary for a complete understanding of the grievance; a listing of the provisions of this Agreement that are alleged to have been violated or misapplied; and a listing of specific actions requested of the District which will remedy the grievance.

8.12.2 STEP 2: If the grievance is not resolved at Step 1, the grievant shall, within five (5) work days after receipt of the written decision, present the grievance in writing to the next level supervisor with immediate responsibility for the position to which the grievant is assigned. Within five (5) work days from the receipt of the grievance, the supervisor involved shall meet with the grievant in an effort to resolve the grievance. The supervisor shall make a written disposition of the grievance within five (5) work days after such meeting and return it to the grievant.

8.12.3 STEP 3: If the employee is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) work days of such meeting, the grievance shall be transmitted to the Superintendent. Within five (5) work days from the receipt of the grievance, the Superintendent shall meet with the employee on the grievance and shall indicate the disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the Association and to the grievant.

8.12.4 STEP 4: The Association shall retain full and complete authority to determine whether or not a grievance shall be forwarded for arbitration. If any

question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator first before he/she hears the merits of the grievance. The parties shall attempt to select a mutually acceptable arbitrator. Should the parties be unable to agree on an arbitrator within twenty (20) calendar days of the Association's submission of the grievance to arbitration, the parties shall request State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot. Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. The arbitrator shall hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, within thirty (30) calendar days to all parties, the written findings of fact, reasoning and conclusion on the issues submitted. The decision of the arbitrator will be final and binding upon the parties of this Agreement. The

parties shall share equally the cost of the arbitrator, the arbitrator's expenses, and the hearing room, if any. If both parties desire a transcript or if the arbitrator requires a transcript, the cost of the transcript and court reporter shall be shared equally between the parties. Where only one party desires a transcript, that party shall hire the court reporter and pay costs of the reporter and the transcript. No party who fails to pay for the reporter and transcript shall be entitled to use or cite the transcript.

ARTICLE 9: LEAVES

9.1 SICK LEAVE: Every employee shall be entitled to one (1) day of sick leave for each month of employment, prorated for other than full-time employees. For purposes of this Article "other than full-time" means an employee who works less than eight (8) hours per day.

9.1.1 Unused sick leave shall accrue from year-to-year.

9.1.2 The District may require a physician's verification of illness if an employee has been on sick leave for three or more consecutive days. Pay for any day of such absence shall be the same as the pay which would have received had the employee served during the day of illness.

9.1.3 If a unit employee has exhausted all off their sick leave, the District may require a doctor's note whenever the employee is absent.

9.1.4 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 leave may be taken at any time during the year. Employees who have worked for the District

six (6) months or less may take up to six (6) days of sick leave prior to obtaining six months' seniority. Education Code Section 45191 controls in cases where sick leave is taken prior to accrual.

9.1.4.1 Bargaining unit members who terminate their employment with the District and have used more sick leave than they have accrued at the time of termination, shall have the equivalent cost of those sick leave hours deducted from their final pay warrant. If the final warrant is insufficient to compensate for the cost of the utilized but unearned sick leave, the bargaining unit member shall reimburse the District by cash payment within ten (10) calendar days.

9.1.5 CATASTROPHIC LEAVE: Upon written request by the unit member to the Superintendent, on the form required by the District, a unit member may authorize the final, unconditional, and irrevocable donation of all or part of the donor unit member's accumulated sick leave or vacation to a designated unit member. Donation may not exceed 10 days per donor.

9.1.5.1 Sick leave or vacation so transferred shall be deducted from the donor's account and shall thereafter be treated for tax and other purposes, as though it has been earned by the donee.

9.1.5.2 Sick leave or vacation so transferred shall be deducted or credited in whole days only. There shall be no adjustment for individual salary differences.

9.1.5.3 Sick leave or vacation may be donated only to another unit member who has exhausted his/her sick leave and extended illness leave and is unable to return to work at the time of the donation.

9.2 SICK LEAVE INCENTIVE: The sick leave incentive plan shall be implemented as follows, effective December 1, 1996.

9.2.1 To be eligible for any sick leave incentive pay, an employee must have thirty (30) accumulated, unused sick days at the time payment is made. Payment may be requested between December 1 and December 15 of any calendar year commencing December 1996.

9.2.2 Twenty percent (20%) of unused sick leave shall be available to employees for incentive purposes. The twenty percent (20%) calculation shall be based on sick leave accrued through November 30 of that year.

9.2.3 Employees may receive said sick leave payment in cash by December 15 or have an equal number of hours credited to their annual vacation.

9.3 Perfect Attendance: Employees who have "Perfect Attendance" for a school year shall receive a five hundred dollars (\$500.00) bonus payable on the June pay warrant for the following year.

Perfect Attendance shall be defined as attendance on all workdays and all work hours expected of the employee for the full school year (July 1 – June 30), excluding absences for Bereavement Leave, CSEA Release Time, Jury Duty, or Vacation.

9.4

WORKERS' COMPENSATION: The Education Code is supplemented as follows:

9.4.1 An employee shall be entitled, upon completing twelve (12) months of service in the District, to sixty (60) days of non-cumulative industrial accident or illness leave per year. If utilization of this leave occurs at a time when the full sixty (60) days will overlap into the next year, the employee shall be entitled to only that amount of leave remaining at the end of the year in which the leave commenced, for the same injury or illness.

9.4.2 An employee who exhausts such leave shall be entitled to use his/her sick leave benefits as provided in this Article. If the employee continues to receive workers' compensation while on sick leave, he/she may elect to use that portion of his/her sick leave which, when added to the temporary disability compensation, is equal to his/her regular monthly salary.

9.4.3 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation made under workers' compensation.

9.4.4 Payment for wages lost on any day shall not, when added to an award granted employee under workers' compensation laws, exceed the normal wage for the day.

9.4.5 Any employee receiving benefits as a result of this Article shall, during periods of injury or illness, remain within the State of California unless District authorizes travel outside of the state.

9.4.6 When an employee intends to return to work from an industrial illness or injury, the employee shall provide the District with a physician's release to

return to work. If the release contains work restrictions, the District shall assign the employee to light or restricted duty if such assignment is available. Where an employee is released by a physician without restrictions, the District may require the employee to be evaluated by a District-selected physician at District expense.

9.4.7 "Industrial accident or illness" means an injury/condition that arises out of and occurs in the scope of employment with the District.

9.4.8 The District shall prepare and maintain reports of industrial accidents or illnesses in the manner required by law.

9.4.9 Benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of an employee who is absent as a result of an industrial accident or illness.

9.5 PREGNANCY LEAVE: Pregnancy shall be treated, if requested by the employee, as an illness in accordance with Section 9.1, "Sick Leave," above.

9.6 BEREAVEMENT LEAVE: Employees shall be granted paid leave, not to exceed five (5) total days on account of the death of any member of his/her immediate family. For purposes of this Article, immediate family means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee; the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee; brother-in-law, sister-in-law, uncle, aunt, niece, nephew, step-father, step-mother, step-children, or any relative living in the immediate household of the employee.

9.6.1 A Unit Member may take Bereavement Leave in one-day increments, not to exceed five working days. The one-day increments of Bereavement Leave need not be consecutive, but must be taken within thirty (30) calendar days of the first request for Bereavement Leave.

9.7 JURY DUTY: Employees shall be entitled to as many days of paid leave as necessary for appearance in any legal proceeding not brought about by their own misconduct, including jury duty. If the employee receives juror's fees while on leave under this paragraph, such fees shall be remitted to the Board. The employee must report to work until they have to report to the court. The employee shall be given sufficient time to report to court in a timely manner. In addition, if there is a break from a trial for at least half a day, full-time employees must report to work. You must attach to your absence form proof from the court that you have served the day(s) in which you were absent. Any day during which a bargaining unit employee whose regular assigned shift commences at 12:00 pm, or after, and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

9.8 PERSONAL NECESSITY LEAVE: Employees may use their annual sick leave allotment, as shown in the chart below not to exceed 10 days a year for 10 month employees, 11 days for 11 month employees, and 12 days for 12 month employees for personal necessity each year. Such leave is not cumulative from year to year.

Hours worked per day	10 month	11 month	12 month
4	40	44	48
4.5	45	49.5	54
5	50	55	60
5.5	55	60.5	66
6	60	66	72
6.5	65	71.5	78
7	70	77	84
7.5	75	82.5	90
8	80	88	96

9.8.1 For the purpose of this Section, "personal necessity" means:

9.8.1.1 Death of a member of the employee's immediate family, as defined in Section 9.6 of this Article, when additional leave is required beyond that provided in Section 9.6 of this Article.

9.8.1.2 Accident or illness involving the employee's person or property or the person or property of a member of his/her immediate family, as defined in Section 9.6 of this Article.

9.8.1.3 Appearance in any court or before any administrative tribunal as a litigant or a party in any suit.

9.8.1.4 Such other reasons as may be approved by the District.

9.8.2 At least a 24 hour notice, from the unit member's shift start time, shall be required for utilization authorized under all subsections except 9.8.1.1 and 9.8.1.2 above, all absences authorized under this Section are permissive privileges and the District reserves the right to require appropriate proof of necessity before authorizing such absences.

9.9 Entitlement to Other Sick Leave: (Differential Pay)

Once each fiscal year a classified employee shall be credited with one hundred (100) working days of paid sick leave with compensation at fifty (50) percent of his/her salary. The one hundred (100) working days is exclusive of any other paid leave, holidays, vacation or compensating time to which the employee is entitled.

9.10 OTHER LEAVES: The parties recognize and acknowledge that the District has sole, exclusive, and discretionary right to grant such other leaves of absence, paid or unpaid, as it sees fit and proper on condition that such leaves shall not individually, exceed six (6) months in duration and that all continuous leaves granted to any individual employee under any authority of this Article shall not, collectively, exceed eighteen (18) months' continuous duration.

9.11 LEAVE FOR RETAINING OR STUDY: Leaves of absence for study or retaining may be granted by the District to any bargaining unit employee, provided such employee had been deemed eligible for such leave under qualifying standards of service that the District may elect to prescribe.

9.11.1 Under any circumstances, employees may be eligible for study leave only after completion of three (3) years' continuous service with the District, and no more than one (1) semester/or quarter equivalent study leave may be granted during any five (5) year period. Study leave may be no more than one (1) semester/or quarter equivalent duration; however, upon approval of the District, leave may be authorized appropriate periods rather than for a one (1) semester/or quarter.

9.11.2 Should there be a change in the educational requirements to retain employment with the District in the unit member's current classification, retaining leave may be granted. No more than one (1) retaining leave may be granted during any three (3) year period, but sufficient retaining leave shall be granted to allow for the unit member to complete the required coursework.

9.11.3 Any leave of absence authorized under this Section shall not be deemed a break in service for any purpose except that such leave shall not be included as service in computing services for the granting of any subsequent leave under this paragraph, nor shall any employee earn vacation pay, sick leave, or any other benefits provided under this Agreement.

9.12 PAID LEAVE: No absence under any paid leave provision of this Article shall be considered a break in service.

ARTICLE 10: FRINGE BENEFITS

10.1 The District will pick up any and all increase for the 2023/2024 plan year for all fully benefited classified employees (\$18,048.00).

10.2 For the purposes of this Article only, daily work assignments of six (6) hours shall be deemed full-time employment and shall permit the employee to gain full benefits as listed in Section 10.1 above. Employees working less than six (6) hours per day may be eligible for proration of benefits by the District based on eight (8) hours being full-time employment for this Section only.

10.3 Employees who retire with fifteen (15) or more consecutive years of service shall be entitled to Health and Welfare Benefits provided by the District as specified below.

10.3.1 Employees who retire between the ages of 55 and 59 years of age, the District shall contribute no more than \$11,156.90 until the retiree is 65 years of age.

10.3.2 Employees who retire between the ages of 60 and 65 years of age, the District shall contribute no more than \$13,940.90 until the retiree is 65 years of age.

Employees who retire with twenty (20) or more consecutive years of service shall be entitled to Health and Welfare Benefits provided by the District as specified below

10.3.3 Employees who retire between the ages of 55 and 59 years of age, the District shall contribute no more than \$11,156.90. When the retiree reaches the age of 60, the District shall contribute no more than \$13,940.90 until the retiree is 65 years of age.

10.4 The Parties agree to revisit the feasibility to provide a retirement incentive each year. The District shall provide a list of eligible candidates by August 31st of each year. CSEA shall provide a list of interested employees for discussion no later

than October 15th of each year. Such incentive shall be negotiated separately in an MOU.

ARTICLE 11: SALARIES

11.1 For the 2023-2024 year: eight percent (8%) increase on the classified salary schedule, retroactive to July 1, 2023.

Salary Schedule for longevity:

\$50.00 per month for 10 years

\$55.00 per month for 15 years

\$60.00 per month for 20 years

\$65.00 per month for 25 years

\$70.00 per month for 30 years

If any other employee group receives a higher total compensation increase, then the District agrees to provide the same total compensation increase, as a percentage, to the classified bargaining unit.

11.2 New hires and/or current employees in the bargaining unit receiving a promotion shall be placed at the first step of the unit member's new job classification. However, the District shall place the unit member at a step within the new job classification the District deems appropriate consistent with verifiable experience in the new position and state and federal law.

11.3 All employees in the bargaining unit shall be paid once per month payable on or before the last working date of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. New hires with a start date before the 15th of the month shall receive a check by the last working date of the month.

- 11.4 Bargaining unit members who are employed on a part-time basis shall receive pro rata payment, based upon current rates.
- 11.5 Any required or mandated in-service hours for District employees will be paid at his/her regular rate of pay.
- 11.6 The salary schedule information shall be updated annually.
- 11.7 Unit members hired prior to October 18, 2022 receive a two percent (2%) salary increase for 24 approved semester college/university units. An additional two percent (2%) salary increase was granted for a total of 48 approved semester college/university units. An additional two percent (2%) salary increase was granted for 60 units or more of approved semester college/university units. Approved units were identified as units taken in Math, Science, English, Computer Technology, History, Psychology, Foreign Languages, and Sociology. Bargaining unit members who received the professional growth salary increase prior to the ratification on October 18, 2022 will continue to receive this current amount as an annual stipend. There will be no additional increases thereafter.
- 11.7.1 The district recognizes that skill level obtained through formal education benefits the operations of the district.
- 11.7.1.1 Current classified employees with verifiable qualifying units shall receive compensation for units earned above the required amount for the position in which they were employed at the time this agreement was ratified. For every twelve (12) college/university semester units above the required amount for the position in which they were employed, a unit member shall

receive a stipend in the amount of two-hundred and fifty dollars (\$250), not to exceed one thousand, two hundred fifty dollars (\$1,250) each year.

11.7.1.2 New hires and unit members with verifiable qualifying units shall receive compensation for units earned above the required amount for the position in which they are employed. Eligibility for this stipend requires units to be earned after the employee's date of hire. For every twelve (12) college/university semester units above the required amount for the position in which they were employed, a unit member shall receive a stipend in the amount of two-hundred and fifty dollars (\$250), not to exceed one thousand, two hundred fifty dollars (\$1,250) each year.

11.7.1.3 Such stipend shall not be lost as a result of promotion.

11.7.2 Approved units shall be identified as units taken in Math, Science, English, Computer Technology, History, Psychology, Foreign Languages, and Sociology, or any other coursework related to the employees employment.

11.7.3 Verified units must be submitted to the Human Resources office on or before October 10 for an employee to receive credit on current year's salary schedule. Only official college transcripts will be accepted.

11.7.4 Unit members shall submit to the Human Resources office their intent to obtain units no later than May 1st.

11.8

Additional Compensation for non unit professional growth: Unit members who earn certifications, certificates, licenses, or credentials that are reasonably related to their current classification, and that are awarded by professional organizations, educational institutions, certification program, or trade school and approved by the District, shall receive an annual stipend of \$250.00 for each certificate, license, or credential that is earned. The unit member will need to provide annual proof of the certificate, license, or credential's validity in order to receive compensation if the certification holds an expiration date. The maximum allowable earnings for all certifications, licenses or credentials in this section shall not exceed one thousand, two hundred fifty (\$1,250.00) dollars each year.

11.8.1 Approval: The District will review any requests for eligibility submitted by May 1st for stipend payout for the next fiscal year. Unit members may contact the Human Resources department for initial review of the tentative courses or training for eligibility. Once submitted, the District shall provide the unit member a determination in writing about the status of their request (approved/denied).

11.8.1.1 Denial: The District shall provide justification for the denial. The unit member may appeal to the Superintendent or designee, other than Human Resources, for a second review of their request. The Superintendent or designee shall issue a final decision to the unit member in writing.

11.8.2 Stipends: Any individual in a classification who is required by the District to maintain a certification and has this requirement included in their job description shall receive Fifty dollars (\$50.00) per month as long as the license,

certification or certificate is valid. Certification included in an employee's job description shall not be eligible for the stipend in section 11.8.

11.9 The District agrees to join with CSEA Chapter #437 to implement an IRS Section 125 flexible benefit plan, to be provided by American Fidelity.

ARTICLE 12: EMPLOYEE BENEFITS

12.1 Any employee in the bargaining unit who, as a result of a work assignment, must have meals away from the District, shall be reimbursed for the cost of the meal within the District-established maximum as soon as possible after submission of the expense claim.

12.2 Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight, shall be reimbursed by the District for the necessary and reasonable cost of such lodging. Where possible, the District shall provide advance funds to the employee for such lodging.

12.3 The District agrees to provide the full cost of any medical examination required as a condition of continued employment.

12.4 The District shall provide uniforms to the departments and/or positions listed below. Uniforms shall be purchased on July 1 of each calendar year. It shall be the responsibility of the employee to inform their immediate supervisor of the appropriate sizes to be ordered. All District purchased uniforms shall be returned to the District upon termination. The District shall provide a uniform allowance for the following departments:

1. Food Service Department (\$150)
2. Maintenance, Operations, and Transportation Department (\$275)

3. Campus Supervisor (\$150)

12.4.1 Should a bargaining unit member require use of any equipment or gear to ensure the safety of the employee or others, the employee shall submit the request to their supervisor in writing.

12.5 By mutual agreement of the District and unit member, any individual in a classification who is requested by the District to maintain a certification not already listed in their job description shall receive Fifty dollars (\$50.00) per month as long as the license, certification or certificate is valid. Employees receiving the stipend in this section shall not be eligible for the provisions in Article 11.8 or 11.8.2.

12.6 A bargaining unit member who transfers into a position requiring a school bus drivers license or a new employee hired into a position requiring a school bus drivers license, shall have one year from the date of transfer/hire to acquire the bus driver's license. Should a current employee who has transferred into the position requiring a bus driver's license fail to obtain the license in one year, he/she will return to his/her previously held position. This may result in the transfer/demotion/layoff of other bargaining unit members due to the bumping. If a new employee fails to obtain the driver's license within eleven months of hire, he/she shall be released from employment for failure to successfully complete his/her probationary period.

ARTICLE 13: HOLIDAYS

13.1 During the term of this Agreement, and provided an employee is in paid status the day before or the day after a holiday, or as otherwise indicated by law, the

District agrees to provide all employees in the bargaining unit with the following holidays:

New Year's Day

Martin Luther King Day

Lincoln's Birthday

President's Day

Friday of Spring Recess

Memorial Day

Juneteenth

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving Day (in lieu of Admissions Day)

Christmas Eve

Christmas Day

New Year's Eve

Floating Day (Designated by the District)

13.2 Unless otherwise mutually agreeable to the parties, when a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on a Sunday, the following day, not a holiday shall be deemed to be that holiday.

13.3 Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the

Governing Board under Education Code Sections 5202, 5202.1, 887, or 37220, or their successors, shall be a paid holiday for all employees in the unit.

13.4 HOLIDAY ELIGIBILITY: Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

13.5 It is understood by the parties that an employee in paid status on a working day before a recess period shall be paid for any holiday falling within that recess period with the exception of the summer break. With respect to those employees who work summer school, if the employee is on duty either the day before or the day after July 4th, the employee shall be paid for the July 4th holiday.

ARTICLE 14: VACATIONS

14.1 All employees shall earn and accumulate vacation from the first (1st) month through the fifth (5th) year of service at the rate of (1) day per month of service. Commencing with the sixth (6th) year of service, employees shall earn and accumulate vacation at the rate of 1.25 days per month of service. Commencing with the thirteenth (13th) year of service, employees shall earn and accumulate 1.67 days per month of service.

Years of Service	Days a month	12 month	11 month	10 month
0-5	1 day a month	12 days	11 days	10 days
6-12	1.25 a month	15 days	13.75 days	12.5 days

13+	1.67 a month	20.04 days	18.37 days	16.7 days
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14.1.1 Vacation for part-time employees shall accrue on a pro rata basis.

14.2 Bargaining unit members may carry over ten (10) vacation days from one fiscal year to the next. Any bargaining unit member with more than ten (10) vacation days must utilize the vacation days or be compensated for all earned vacation in excess of ten (10) days at the conclusion of the fiscal year.

14.2.1 Vacation days are paid at the bargaining unit members pay rate that he/she would have received if working (overtime excluded).

14.2.2 When a bargaining unit member, who has completed at least six (6) months of service, is terminated or leaves employment with the District for any reason, he/she shall be entitled to all vacation pay accrued.

14.3 Probationary employees shall be eligible for vacation pay only after the successful completion of six (6) months' service.

14.4 Vacation shall be scheduled at least two (2) weeks in advance with the bargaining unit member's supervisor. The scheduling of vacations shall be at the discretion of the District. The District will endeavor to schedule vacations at times requested by the employee so long as the scheduling does not interfere with the district's operations.

14.5 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 employee supplies notice and adequate supporting information regarding the basis for such interruption or termination.

ARTICLE 15: EVALUATIONS

- 15.1 All evaluations, when completed, shall be shared with the employee for the purpose of explanation of any statement, comments, or observations that may be requested by the evaluated employee. No evaluation shall be placed in any employee's personnel file or other records folder until such evaluation has been shared with the evaluated employee and all evaluated employees shall affix their signatures and date of review on the evaluation to assure compliance with this requirement. A signature does not necessarily indicate agreement with the content of the evaluation.
- 15.2 No evaluation shall be made based on hearsay, but on direct observation of the evaluatee. Any negative evaluation shall include specific recommendations for improvement.
- 15.3 Probationary employees shall be evaluated at least one (1) time, at the midpoint of their 130-day probationary period. Permanent employees shall be evaluated once annually.
- 15.4 Although the parties agree that evaluations are not the proper subject of any grievance procedure, employees who do not concur with their evaluation, or who simply wish to, may rebut or otherwise narratively address their evaluations, and such narrative shall be appended to their evaluations and included in the file and or record.
- 15.5 The personnel file for each employee shall be maintained at the District's central Administration Office. Employees shall be provided with copies of any derogatory written material five (5) days before it is placed in the employee's

personnel file. Employees shall be provided an opportunity to comment and/or attach a written response to any derogatory material to be placed in the personnel file.

15.6 An employee shall have the right, at times when the employee is not required to render service to the District, to examine and/or obtain copies of any written material from employee's personnel file.

15.7 All personnel files shall be kept in confidence 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 employee. Nothing herein shall preclude the District from complying with a subpoena or other legal request for access to personnel files.

15.8 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted, and any written material placed in a personnel file shall indicate the date of such placement.

ARTICLE 16: TRANSFERS

16.1 DEFINITIONS:

16.1.1 TRANSFER: Transfer shall be defined as a change in site. Transfer shall mean the relocation of an employee from one assigned site to another assigned site within the same classification and with the same salary range. Transfers may be voluntary or involuntary. (see 16.2 and 16.3)

16.1.2 PROMOTION: Promotion is defined shall mean as movement to another a new or vacant job classification requiring additional or new skills,

increased responsibility, and or placement on a higher salary range than the employee's present salary range. An increase in hours or an increase in salary within the same classification shall not be considered a promotion. (see 16.4 for eligibility)

16.1.3 The term "new position" shall apply to a new bargaining unit position that has been advertised by the District.

16.1.4 The term "vacancy" shall apply to any vacant position within the classified bargaining unit

16.1.5 The term "assigned site" shall mean the site or location where the employee is to report to at the commencement of their work day.

16.1.6 The term "class seniority" as used within this article shall mean the number of days worked within the employee's current classification.

16.1.7 The term "district seniority or district hire date" as used within this article shall mean the date of hire within the district.

16.2 VOLUNTARY TRANSFERS: Any unit member may initiate a transfer to another position in his/her same classification where there is an opening for which he/she has the necessary aptitude, training, and experience, by submitting a written request to the District Office via Ed Join. (See 16.7)

16.2.1 POSTING: The job vacancy notice shall be posted for a period of six (6) full working days, during which time employees within the unit may file for the vacancy. The job vacancy notice shall include specifics as related to the job. These notices shall be posted at the District Office, MOT, and in all schools when such notices are sent out during the time that school is in session. During

the summer break, the job postings shall be posted at the District Office and the MOT office, and summer school sites if in session.

16.2.2 SENIORITY: Where two (2) or more employees apply for the transfer and are equally qualified, the transfer will be determined based on the following criteria:

- Seniority
- Necessary aptitude, training and experience

16.2.3 REASONS FOR DENIAL: Any employee denied a request to transfer may request the reasons in writing. That document shall be sent no later than ten (10) days after the request is made.

16.2.4 OUTSIDE APPLICATIONS: Absent any unit applications for the position or absent any qualified unit applicants, the District may hire outside the District.

16.3 INVOLUNTARY TRANSFER: An employee may be transferred within his/her classification due to the following:

1. Change of location of a program
2. Staffing level changes, increase or decrease

Upon unit member written request, Human Resources and/or Superintendent will conference with each employee and their CSEA representative regarding which of the involuntary transfers applies and the specific reasons.

16.4 ELIGIBILITY: An employee who has met their probationary period in his/her present position may apply for a transfer or promotion. Employees who have not met the probationary period in their present classification shall be

considered for a transfer or promotion same as external candidates from outside the District.

- 16.5 POSTING OF NOTICE: The job vacancy notice shall be posted for a period of six (6) full working business days, during which time employees within the unit may file for the vacancy. The job vacancy notice shall include specifics as related to the job: job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned work shift times, assigned site, if the vacancy is a transfer or promotion opportunity, days per week, months per year, salary wage, and any tests required and the deadline to fill apply for the vacancy. These notices shall be posted at the District Office, MOT, and, in all schools, and on Ed Join when such notices are sent out during the time that school is in session. During the fall, winter, spring and summer break, the job postings shall be posted at the District Office, District Website, and the MOT office, and summer school sites if in session.
- 16.6 INTERVIEWS: All District employees who apply for and meet minimum qualifications for a promotion or transfer shall be interviewed for the position. Should only one (1) classified bargaining unit member apply for a transfer, that unit member shall be given the position without having to interview for the position, provided the employee is in good standing as evidenced by the last two evaluation periods, attendance, or other verifiable performance measures.
- 16.7 SELECTION: Where two (2) or more employees apply for the position and are equally qualified, the selection shall be based on the following criteria:
- Necessary Aptitude
 - Training

- Experience
- Other skills relevant to the position (other technical, formal, training, or job-specific skills)

If the above criteria are deemed equal in a transfer, then the selection will be based on:

- Class Seniority

If the above criteria are deemed equal in a promotion, then the selection will be based on:

- District Seniority

16.8

REASONS FOR DENIAL: An unsuccessful applicant may request a statement of the reasons for his/her non-selection in writing. The statement shall be sent no later than ten (10) working business days after the request is made. The District shall notify all unsuccessful applicants regarding the District's decision to not move forward with their application, in writing via email or paper letter. The communication shall also advise the applicant of their right to request a statement for the reason of their denial.

16.9

OUTSIDE APPLICATIONS: If no classified unit members apply for the position or absent any unit applications for the position the District may hire outside the District. If fewer than two (2) qualified District employees fail to apply within six (6) business days after the District has posted the new or vacant position, the District may open the position to external applicants.

ARTICLE 17: WORK DAY/ WORK YEAR

17.1 **WORK WEEK:** The normal work week shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. The workweek shall consist of five (5) consecutive workdays for all employees. The normal workweek shall be Monday through Friday. The District retains the right to establish a Tuesday through Saturday workweek providing that no employee will be required to work the Tuesday through Saturday work week for more than eighteen (18) weeks per year. The provisions of the altered workweek shall only be applicable to custodians and those maintenance employees who do not possess a valid California bus driver's license. No employee will receive a reduction in salary as a result of this paragraph. The District may, at its option, permit an employee to work a four (4) day, ten (10) hour per day week. Employees granted this privilege shall not be entitled to overtime pay unless the day exceeds ten (10) hours or the worksheet exceeds forty (40) hours.

17.2 **WORK DAY:** The length of the work day shall be designated by the District for each assignment in accordance with the provision set forth in this Agreement. Each unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

17.2.1 Effective with the 2024-2025 school year, employees working less than twelve (12 months) per year shall work an additional two (2) days a year for professional development opportunities.

17.3 **ADJUSTMENT OF ASSIGNED TIME:** Any employee in the unit who works an average of thirty (30) minutes or more per day in excess of his/her regular

part-time assignment for a period of twenty (20) consecutive days shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. With the exception of a current unit employee replacing another employee on a long term basis, in a non-vacant position. A unit member will receive additional vacation and sick leave hours and holiday pay for the hours worked beyond the unit member's regular assignment.

17.4 LUNCH PERIODS: All employees covered by this Agreement shall be entitled to a duty-free lunch period after the employee has been on duty for five and one-half (5.5) hours. Upon mutual agreement of the employee and immediate supervisor, any employee who has been on duty a minimum of four (4) hours but less than five and one-half (5.5) hours shall be entitled to a duty-free lunch period. The length of time for such lunch period shall be for a period of no longer than one (1) hour, nor less than one-half (1/2) hour, and shall be scheduled at or about the midpoint of each work shift.

17.5 REST PERIODS: All unit employees shall be granted rest periods which shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked. Rest periods are part of the regular work day and shall be compensated at the regular rate of pay for the employee.

17.6 OVERTIME: Except as otherwise provided herein, all overtime hours worked shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work assigned. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of the regularly assigned starting

time or subsequent to the assigned quitting time. All overtime MUST be approved and documented by their supervisor/director prior to the overtime being accrued.

17.6.1 All hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work.

17.6.2 All hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2 ½) times the regular rate of pay.

17.7 SHIFT COMPENSATION: Any employee in the unit whose assigned work shift commences after 12.00 p.m. shall be paid a night shift premium of five percent (5%) above the regular rate of pay for all hours worked.

17.8 COMPENSATORY TIME:

17.8.1 An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work, as defined in Section 17.8.1.1. Such elections shall be submitted to the District office in written form within five (5) days following the time the overtime was worked.

17.8.1.1 Overtime is defined in Section 17.6 of this contract. Supplemental time is defined as time worked in excess of a part-time employee's regularly scheduled work day but less than eight (8) hours per day. Compensatory time shall be granted at the appropriate rate of overtime in accordance with this Article.

17.8.2 Compensatory time earned at the overtime rate shall be taken at a time mutually agreeable between the employee and his/her supervisor within

six (6) calendar months following the month in which the overtime was worked. If the compensatory time off has not been used by June 30 of the fiscal year in which it was earned, the District shall pay the bargaining unit members for such time at the appropriate overtime rate based upon his/her pay rate at the time the overtime was worked.

17.8.3 The above Section 17.8 was negotiated to conform with recent changes in the Fair Labor Standards Act regarding the use of compensatory time. Should these regulations change during the life of the contract, the contract may be reopened for negotiations to be solely confined to the issue of the use of compensatory time.

- 17.9 DISTRIBUTION OF OVERTIME: Overtime/Supplemental time shall be offered and rotated equally among employees in the unit who has suffered a reduction to their hours per day or days per week/calendar year, prior to being distributed and rotated equally among employees in the unit within each department based on the needs of the District.
- 17.10 CALL-IN TIME: Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours' pay.
- 17.11 STAND-BY TIME: All stand-by 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.
- 17.12 CALL-BACK TIME: Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate.

17.13 CUSTODIAN ON-CALL DUTY: This shall be compensated at the rate of One Hundred Dollars (\$100) per week of duty.

17.14 Summer School: A unit member not regularly assigned to work between the end of one academic year and the commencement of the next academic year may request summer school assignment. A unit member will receive holiday pay per section 13.4.

1. Summer School assignments will be posted at each school site and sent to the CSEA Chapter President. All summer school assignments shall be for a fixed duration, at which time the assignment will terminate. In the event summer school assignments end before the entire duration of the session due to declining enrollment, employees will be notified at least five (5) work days before the assignment is reduced.
2. If more than one (1) classified employee applies for the same summer school assignment and equally meet the job description qualifications, the classified employee with the greatest seniority shall be given preference on a yearly rotating basis.
3. When a summer school assignment results in work at two different salary ranges, the employee shall be paid at the ranges and steps of the work performed.

ARTICLE 18: SAFETY CONDITIONS OF EMPLOYMENT

18.1 Unit members shall notify their immediate supervisor in writing concerning an unsafe condition in the district directly affecting their physical welfare. Their

immediate supervisor shall investigate said reported unsafe condition and advise the unit member in writing of any findings and corrective action taken.

- 18.2 The District shall attempt to conform and to comply with all health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state and federal law.

ARTICLE 19: PAYROLL DEDUCTION

19.1 Membership and Dues Deduction:

19.1.1 District shall distribute CSEA-supplied membership applications to new hires. District shall refer all employee questions about CSEA or dues over to the CSEA Chapter President. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause.

19.1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

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

19.2 Dues Deduction:

19.2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

19.2.2 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.

19.2.3 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.

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

19.3 Membership Information:

19.3.1 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 number, personal cellular phone number, and status as a union member.

19.4 Hold Harmless Provision:

19.4.1 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 unit member shall be responsible for informing CSEA of their separation from the bargaining unit.

19.4.2 It is also agreed that neither any employee nor the Association shall have any claim against the District for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the District within thirty

(30) calendar days after the date such deductions were or should have been made.

19.4.3 The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

ARTICLE 20: UNION STEWARDS

20.1 The District recognizes the need and affirms the right of the Association to designate Union Stewards from among employees in the unit. It is agreed that the Association, in appointing such stewards, does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision. The Association shall notify the District in writing the names of all Union Stewards and the groups they represent.

20.2 Union Stewards have the right to investigate, prepare writings, and present grievances and are afforded release time. All release time shall be cleared by the District Superintendent.

ARTICLE 21: EFFECTS OF LAYOFF

21.1 The District agrees to comply with Education Code Sections 45298 and 45308 and other applicable laws with corresponding decisions of courts and appropriate jurisdictions.

21.2 Before any layoffs occur, the District will meet with the Association to review proposed layoffs, established notification dates, displacement rights, formulate reemployment procedures, and negotiate the effect of the proposed layoffs.

- 21.3 NOTICE OF LAYOFF: The District shall notify both the Association and the affected employee(s) in writing no later than March 15. Any notices of layoff shall specify the reason for layoff and identify by name, class, and classification of the employee(s) designated for layoff. Failure to give such notice under the provisions of this Section shall invalidate the layoff.
- 21.4 ORDER OF LAYOFF: An employee with the least seniority within the class, plus higher classes, shall be laid off first.
- 21.5 EQUAL SENIORITY: If two (2) or more employees have class seniority, the determination as to who shall be laid off will be made by lot.
- 21.6 BUMPING RIGHT: An employee laid off from his/her present class may bump into the next equal or lower class in which the employee has greater seniority provided the employee has worked previously in the lower class position. The employee may continue to bump into such equal or lower classes to avoid layoff provided the employee has worked previously in the lower class position.
- 21.7 REEMPLOYMENT RIGHTS: Laid off employees are eligible for reemployment in the class from which they were laid off for a thirty-nine (39)-month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other type of reemployment, defined or undefined, in this Agreement. In addition laid off employees shall have the right to apply for promotional positions within the filing period specified in this Article and use their bargaining unit seniority for a period of thirty-nine (39) months following layoff. An employee on a reemployment list shall be notified by the District of promotional opportunities.

- 21.8 SENIORITY ROSTER: The District shall provide CSEA with an updated seniority roster upon request. The seniority roster shall indicate each employee's class seniority and hire date seniority within the class.
- 21.9 NOTIFICATION OF REEMPLOYMENT OPENING: Any permanent employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given to the District by the employee, and a copy shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.
- 21.10 EMPLOYEE NOTIFICATION TO DISTRICT: An employee shall notify the District of his/her intent to accept or refuse reemployment within five (5) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of the reemployment notice. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notifies the District of refusal of employment within ten (10) working days from receipt of the reemployment notice.
- 21.11 HEALTH AND WELFARE BENEFITS: The District agrees to continue health and welfare benefits for all laid off employees as if the relationship of the parties had not been severed. The District will continue to provide these benefits for thirty (30) calendar days after the effective date of any layoff.

- 21.12 UNEMPLOYMENT BENEFITS: The District agrees that it shall not contest or otherwise appear in opposition to any laid off employee who files for unemployment benefits.
- 21.13 RETIREMENT IN LIEU OF LAYOFF: Any classified employee eligible for retirement may elect to accept service retirement in lieu of layoff without loss of reemployment rights as provided in this Agreement, provided written notification is given to the District of such election.
- 21.14 NOTIFICATION OF VACANCIES: The District shall notify all laid off persons in writing of any vacancies in the classified bargaining unit. This notice shall be sent to the last address given to the District by the employee.
- 21.15 CSEA shall retain its right to meet and negotiate the effects of any proposed layoff.

ARTICLE 22: SEVERABILITY

- 22.1 If, during the life of this Agreement, there exists any law or rule, regulation, or order issued by any governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provisions of this Agreement, such provisions 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 of portions of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 22.2 In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and determine the disposition of any Article or Section within this Agreement.

ARTICLE 23: CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

- 23.1 PLACEMENT IN CLASS: Every bargaining unit position shall be placed in a class.
- 23.2 CLASSIFICATION AND RECLASSIFICATION REQUIREMENT: Position classification and reclassification shall be subject to mutual written agreement between the District and the Association regarding salary placement. Either party may propose a reclassification at any time during the life of this Agreement for any position.
- 23.3 SALARY PLACEMENT OF RECLASSIFIED POSITIONS: When a position or class of positions is reclassified, the position or positions shall be placed on the salary schedule subject to negotiations.
- 23.4 The District may utilize presently employed bargaining unit members to work as substitute employees for an absent bargaining unit member; and they shall be paid at step three for the position filled unless they are working in their current classification.
- 23.5 An employee who is assigned duties, out of his/her classification for 5 out of any 15 consecutive calendar days shall have his/her salary adjusted upward, if the employee's hourly rate of pay is less than the person's being replaced. In no case shall an employee be required to work for less than his/her current salary.

ARTICLE 24: DISCIPLINARY ACTION

24.1 EXCLUSIVE PROCEDURE: Discipline shall be imposed upon unit employees only pursuant to this Article.

24.2 DISCIPLINARY PROCEDURE:

24.2.1 Discipline shall be imposed on unit employees only for cause.

24.2.2 No disciplinary action will be initiated for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date that the District filed the notice of disciplinary action, unless omitted or not available to the District.

24.2.3 A notice of disciplinary action shall be written. It shall be served in person, or by registered or certified mail, at the employee's last known address. The notice shall contain a statement in ordinary and concise language of the specific act and omissions upon which the disciplinary action is based. The statement shall also include times, dates, and locations of chargeable actions or omissions, the penalty proposed, and a notice of the employee's right to make use of the appeal procedure to dispute the charges or the proposed penalty.

24.2.4 Disciplinary action includes, but is not limited to, dismissal, demotion, suspension, reassignment, and transfer.

24.2.5 Any proposed penalty shall not be implemented until the employee has exhausted his/her rights under the Skelly decision and the appeal procedure.

24.2.6 An employee may be relieved of duties with or without loss of pay at the option of the District.

24.2.7 If the decision is made to suspend without pay, the employee must be given sufficient advance notice of the disciplinary action in order for the employee to review the material upon which the action is based, to draft an answer, meet with representatives, and to have the written oral response considered by the authority who recommended discipline prior to the actual imposition of the discipline. Failure of the employee to make a written or oral response as provided will constitute a waiver of this provision, provided, however, that the employee shall have at least five (5) working days after service prior to any formal action being taken.

24.2.8 The Association 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 a clear and present danger to the lives, safety, or health of students or fellow employees, the District may immediately suspend the employee with pay.

24.2.9 Nothing herein shall limit the District's rights under Education Code Sections 45123 and 45124.

24.3 APPEAL PROCEDURES:

24.3.1 When a notice of disciplinary action has been served on a unit employee, he/she shall have the right to elect to schedule an informal hearing with the person recommending disciplinary action.

24.4 If the employee is not satisfied with the decision resulting from the Superintendent, the employee may elect to appeal to the Governing Board at its next regularly scheduled meeting. The employee shall have the choice to have the Board hearing in open or closed session. At this meeting, the employee

may present testimony, witnesses, and any other materials and also be represented by the Association.

24.5 In any disciplinary proceeding, the burden of proof shall lie with the charging party.

24.6 The Board shall normally, within five (5) days of such hearing, deliver to the employee and his/her representative, in writing, their decision, which shall be final and conclusive on all parties.

ARTICLE 25: TERM

25.1 The Agreement shall remain in full force from July 1, 2022 to June 30, 2025. The parties agree to reopen negotiations for the 2023-2024 and 2024-2025 school years limited to salary, health and welfare benefits and two additional articles chosen by each party.

Other Terms and Conditions. Except as set forth above, all other terms and conditions of the existing Collective Bargaining Agreement shall remain unchanged.

Ratification Process. The Association agrees to seek ratification of this Tentative Agreement as soon as possible. If the Association ratifies this Tentative Agreement, it shall be submitted to District's governing board for ratification as soon as possible. If both the Association and the District ratify this Tentative Agreement, negotiations for the 2023-2024 school year shall be deemed concluded. If either the Association or the governing board do not ratify this Tentative Agreement, the parties shall immediately recommence negotiations for the 2023-2024 school year.

Republication of the CBA. Following ratification of this Tentative Agreement, the Association shall work with the District to have the Agreement republished.

EXCEPT AS SET FORTH ABOVE, ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE PARTIES' 2022-2025 COLLECTIVE BARGAINING AGREEMENT SHALL REMAIN STATUS QUO.

District: Jaime Robles

Date: 2-8-24

Jaime Robles, Superintendent

[Signature]

Date: 2/7/24

Maria Bustos-Flores, Director of Human Resources

CSEA: Antonio Hernandez

Date: 2-7-24

Antonio Hernandez, CSEA President

[Signature]

Date: 2-7-24

Josie Contreras, Labor Relations Representative

Ratified on: December 12, 2023

Board approved: January 16, 2024

Appendixes.

Classified Employee Position List & Salary Schedule

2023-2024 School Year (8% increase to July 1, 2023)

Appendix I

Position Titles

<i>Clerical and Secretarial</i>	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Hours per hour	Days per year
Administrative Assistant	13.5	\$24.69	\$25.86	\$27.24	\$28.58	\$29.99	\$31.49	\$33.07	8	215
Attendance Assistant	10.5	\$21.31	\$22.56	\$23.48	\$24.69	\$25.91	\$27.21	\$28.57	8	185
Parent Liaison	13	\$23.98	\$25.20	\$26.42	\$27.83	\$29.21	\$30.67	\$32.19	8	185
Program Assistant	8.5	\$19.39	\$20.26	\$21.31	\$22.36	\$23.46	\$24.63	\$25.87	4	185
MOT Administrative Assistant	13.5	\$24.69	\$25.86	\$27.24	\$28.58	\$29.99	\$31.49	\$33.07	8	246
MOT Office Clerk/Bus Driver	13.5	\$24.69	\$25.86	\$27.24	\$28.58	\$29.99	\$31.49	\$33.07	8	246
School Administrative Assistant	13.5	\$24.69	\$25.86	\$27.24	\$28.58	\$29.99	\$31.49	\$33.07	8	190

<i>Food Services</i>	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Hours per hour	Days per year
Food Service Coordinator	13.5	\$24.69	\$25.86	\$27.24	\$28.58	\$29.99	\$31.49	\$33.07	8	184
Food Service Program Assistant	8.5	\$19.39	\$20.26	\$21.31	\$22.36	\$23.46	\$24.63	\$25.87	5.5	190
Food Service Worker	7.5	\$18.46	\$19.39	\$20.26	\$21.31	\$22.37	\$23.48	\$24.66	5 / 5.5 / 8	184
Food Service Worker/Driver	8	\$18.74	\$19.76	\$20.73	\$21.82	\$22.91	\$24.06	\$25.25	8	184
Food Service Worker/Storekeeper	11	\$21.82	\$22.84	\$23.98	\$25.20	\$26.46	\$27.78	\$29.16	8	184

<i>Maintenance/Operations/Transportation</i>	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Hours per hour	Days per year
Bus Driver	13	\$23.98	\$25.20	\$26.42	\$27.83	\$29.21	\$30.67	\$32.19	8	246
Custodian	12	\$22.85	\$23.98	\$25.20	\$26.42	\$27.75	\$29.13	\$30.59	8	246
Custodian/Bus Driver	13	\$23.98	\$25.20	\$26.42	\$27.83	\$29.21	\$30.67	\$32.19	8	246
Lead Mechanic	13.5	\$27.24	\$28.58	\$29.98	\$31.47	\$33.05	\$34.69	\$36.42	8	246
Lead Night Custodian	13.5	\$24.69	\$25.86	\$27.24	\$28.58	\$29.99	\$31.49	\$33.07	8	246
Maintenance Technician	14.5	\$25.86	\$27.24	\$28.58	\$29.98	\$31.46	\$33.05	\$34.70	8	246
Maintenance/Grounds Worker	12.5	\$23.48	\$24.69	\$25.86	\$27.24	\$28.59	\$30.02	\$31.53	5.5 / 8	246
Maintenance/Grounds Worker/Bus Driver	13	\$23.98	\$25.20	\$26.42	\$27.83	\$29.21	\$30.67	\$32.19	8	246
Mechanic Assistant	14	\$25.20	\$26.42	\$27.83	\$29.19	\$30.64	\$32.17	\$33.79	8	246
Service Technician/Bus Driver	14	\$25.20	\$26.42	\$27.83	\$29.19	\$30.64	\$32.17	\$33.79	8	246
Warehouse/Maintenance/Grounds Worker/Bus Driver	13	\$23.98	\$25.20	\$26.42	\$27.83	\$29.21	\$30.67	\$32.19	8	246

<i>Other</i>	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Hours per hour	Days per year
Behavior Specialist	15.5	\$27.24	\$28.58	\$29.98	\$31.47	\$33.05	\$34.69	\$36.42	7.5	180
Campus Supervisor	9	\$19.76	\$20.73	\$21.82	\$22.84	\$23.98	\$25.17	\$26.43	8	185
Licensed Vocational Nurse	19.5	\$32.03	\$33.59	\$35.31	\$37.09	\$38.93	\$40.88	\$42.93	7	185
Safety Monitor	7.5	\$18.46	\$19.39	\$20.26	\$21.31	\$22.37	\$23.48	\$24.66	4.5	190
Preschool Teacher	12.5	\$23.48	\$24.69	\$25.86	\$27.24	\$28.59	\$30.02	\$31.53	8	185
State Preschool Teacher	12.5	\$23.48	\$24.69	\$25.86	\$27.24	\$28.59	\$30.02	\$31.53	4 / 8	210

<i>Paraprofessionals/Technicians</i>	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Hours per hour	Days per year
Bilingual Instructional Assistant	8.5	\$19.39	\$20.26	\$21.31	\$22.36	\$23.46	\$24.63	\$25.87	5	180
Computer Support Technician	19.5	\$32.03	\$33.59	\$35.31	\$37.09	\$38.93	\$40.88	\$42.93	8	246
Health Assistant	9	\$19.76	\$20.73	\$21.82	\$22.84	\$23.98	\$25.17	\$26.43	5.5	185
Instructional Assistant	7.5	\$18.46	\$19.39	\$20.26	\$21.31	\$22.37	\$23.48	\$24.66	5 / 5.5	180
Instructional Assistant-Music	15.5	\$27.24	\$28.58	\$29.98	\$31.47	\$33.05	\$34.69	\$36.42	5.5	180
Instructional Assistant-Transitional Kindergarten	8.5	\$19.39	\$20.26	\$21.31	\$22.36	\$23.46	\$24.63	\$25.87	5.5	180
Instructional Assistant-State Preschool	7.5	\$18.46	\$19.39	\$20.26	\$21.31	\$22.37	\$23.48	\$24.66	5	210
Instructional Assistant-Preschool	7.5	\$18.46	\$19.39	\$20.26	\$21.31	\$22.37	\$23.48	\$24.66	5	180
Library Assistant	9.5	\$20.26	\$21.31	\$22.36	\$23.49	\$24.65	\$25.87	\$27.16	6	185
Special Education Instructional Assistant	8.5	\$19.39	\$20.26	\$21.31	\$22.36	\$23.46	\$24.63	\$25.87	4	180
Special Education Instructional Assistant I	12.5	\$23.48	\$24.69	\$25.86	\$27.24	\$28.59	\$30.02	\$31.53	5 / 7	180
Speech and Language Assistant	9	\$19.76	\$20.73	\$21.82	\$22.84	\$23.98	\$25.17	\$26.43	6	185
Speech and Language Assistant (Licensed)	16	\$27.78	\$29.14	\$30.59	\$32.10	\$33.71	\$35.38	\$37.15	6	185

Stipends:

Special Non-Required Certifications (non-unit)	\$250.00/year
Job Description Required Certifications	\$50.00/month
District Requested Certifications	\$50.00/month
Unit Professional Growth	\$250.00 year per 12 units

Longevity:

10 years service	\$50.00/month
15 years service	\$55.00/month
20 years service	\$60.00/month
25 years service	\$65.00/month
30 years service	\$75.00/month

Rev. 1/9/2024

Board Approved: 1/16/2024

CSEA #437

GRIEVANCE FORM

Grievant's Name: _____

Date Cause of Grievance Occurred: _____

Date of Informal Discussion (Name of Administrator/Supervisor): _____

Statement of Grievance, Including Specific Provision(s) of the Agreement Which are Alleged to Have been Misinterpreted or Misapplied:

Remedy Sought:

Date: _____ Signature of Grievant: _____

LEVEL I

Date Received by Immediate Supervisor (and Name of Administrator): _____

Date of Grievance Conference, if Held: _____

Immediate Supervisor's Response (see attached)

Date: _____ Signature and Title: _____

LEVEL II

Date Received by next level supervisor (Name): _____

Date of Conference, if held: _____

Superintendent's Response (see attached)

Date: _____ Signature: _____

LEVEL III

Date Received by Superintendent or designee: _____

Date of Conference, if held: _____

Superintendent's Response (see attached)

Date: _____ Signature: _____

LEVEL IV

Date of Submission to Arbitration: _____

Arbitrator's Decision: _____

Date: _____ Arbitrator's Signature: _____