COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DELANO UNION SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

AND ITS

CHAPTER 175

2024-2027

(Revised November 12, 2025)

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ARTICLE I
INTRODUCTION

A. This Agreement and the provisions contained herein constitute a bilateral and binding agreement by and between the **DELANO UNION SCHOOL DISTRICT** (hereinafter referred to as "District" or "Employer") and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its CHAPTER 175, collectively referred to as "CSEA"** (hereinafter referred to as "Exclusive Representative" or "Association"), an employee organization.

B. This Agreement is entered into pursuant to Sections 3540-3549 of the California Government Code (hereinafter referred to as the "Act").

ARTICLE II
RECOGNITION

A. The District recognizes the Association as the Exclusive Representative of District's employees of the classified service, except those positions designated as management, confidential, or supervisory.

B. All newly created positions, except those that lawfully are certificated, management, confidential or supervisory, substitutes, noon-duty supervisors, and short-term employees, shall be assigned to the bargaining unit. The determination of management, confidential, or supervisory employees shall be made by the District after consultation with the Association. Disputed cases shall be submitted to the Public Employment Relations Board (PERB) for resolution.

C. It is agreed and understood that the District retains all rights, powers, prerogatives, privileges, duties, and authority vested in it by any source whatsoever, including the Constitution of the State of California, the Constitution of the United States, state and federal laws and regulations, and school district policies to manage, control, and direct the operations and affairs of the District and to take whatever action necessary to maintain operations in situations of emergency. The exercise of the rights, powers, prerogatives, privileges, duties, and authority by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement.

D. The Exclusive Representative understands and agrees that there shall be no strike, work stoppage, slow down, picketing in furtherance of a strike, work stoppage, or slow down, failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Exclusive Representative or by its officers, agents, employees, representatives, or members during the term of this Agreement, including any request of other organizations to engage in such activity.

1. In the event of a strike, work stoppage, slow down, or other interference with the operations of the District by employees who are represented by the Exclusive Representative, the Exclusive Representative agrees in good faith to cause those employees to cease such action.

2. Any employee violating the no-strike provision may be subject to discipline by the Employer, including termination.

ARTICLE III
SALARIES

A. The 2024-2025 Salary Schedule shall be increased by 1.5%, retroactive to July 1, 2025. Additionally, all classified employees shall be paid a one-time bonus of $250.00 on or before December 15, 2025.

B. The "anniversary" date for all employees will be July 1. Step increments shall be granted to those employees who qualify. A longevity increment of three percent shall be added to the employee's salary after completion of 10, 15, 20, 25, and 30 consecutive years of paid service with the District. Employees placed on a 39-month rehire list shall maintain their earned longevity upon rehire. After completion of 35 years of paid service with the District, employees shall receive a one-time bonus in the amount of two thousand five hundred dollars ($2,500). After completion of 40 years of paid service to the District, employees shall receive a one-time bonus in the amount of two thousand five hundred dollars ($2,500).

C. Except for delay beyond the control of the District, salaries for employees shall be paid once per month on or before the last workday of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. Any payroll error resulting in insufficient payment for an employee shall be corrected and a supplemental check issued within five days after the employee provides notice to the payroll department.

D. The District may require the wearing of a distinctive uniform by employees. The cost of the purchase, lease, or rental of uniforms, equipment, tools, identification badges, emblems, and cards required by the District shall be borne by the District.

E. Whenever the District requires a physical examination to be taken by an employee or when such employee is required by law to submit to a physical examination for continuance in employment, the District shall either provide the required examination, cause it to be provided, or provide the employee with reimbursement for the required examination. The District shall maintain a schedule of such reimbursement, and such schedule shall be available to employees scheduling such an examination.

F. Any employee required by the District to use a personal vehicle on District business shall be reimbursed for mileage at the IRS approved rate.

G. Any employee required by the District to travel outside the District, on District business, shall be reimbursed for meals and lodging in accordance with rules, regulations, and limitations established by the District, a copy of which rules, regulations, and limitations shall be provided to the Association. The employee shall provide all necessary receipts required by the District.

H. The District shall pay Bus Drivers for required biannual training at each driver's rate of pay at the time of training.

1. For Bus Drivers, transportation shall be furnished by the District one time each renewal year, and subsequent transportation, if any, must be arranged by the employee.

2. The District shall pay all fees required of Bus Drivers who are renewing their bus certificates.

3. The District will pay an additional fifty ($50) dollars/month for each month up to a maximum of $600/year for unit members possessing a valid bus driver certificate.

4. The District will pick up the cost of renewing a driver's license for bus drivers.

I. Employees tested after October 16, 2001, in a position requiring bilingual services contained in the salary schedule will receive a $750/year stipend upon passing a District approved bilingual test in both oral and written competencies. Employees tested prior to October 16, 2001, will maintain the prior stipend of 4% of their salary (effected by placement two ranges above base salary range) for the position until a change of position is affected that does not require bilingual skills. Thereafter, if these employees return to a position requiring bilingual skills, they will only receive a $750/year stipend. For employees tested after July 1, 2004, the $750 bilingual stipend will be prorated for part-time employees: for example, a four (4) hour employee will be paid .5 of the $750 ($375).

J. The District may offer a Golden Handshake to qualifying unit members in the Spring of 2022-2023. This shall not restrict the District from offering a retirement incentive or Golden Handshake (through 2022-2023). The District shall notify CSEA by March of each year, the status of offering the Golden Handshake.

K. The District shall compensate unit members participating in any weekend training, sponsored by the District (shall not apply to off-site conferences or duplicated trainings), with the appropriate rate of pay. This shall not restrict the District from offering specialized compensation for emergency mandatory trainings outside their work hours.

ARTICLE IV
HEALTH AND WELFARE BENEFITS

A. Effective July 1, 2025, the District will fully fund the current medical, dental, vision, and life insurance benefits for the 2025-2026 school year. The District and CSEA shall establish a Health & Welfare Committee where the District and CSEA can meet a minimum of three (3) times per year to identify possible methods and approaches to manage insurance costs, review the possibility of a future "flexible" health insurance cap, and receive updates regarding Health & Welfare benefits and claims.

1. All employees whose regular assigned workday is six or more hours per day, five days per week, shall receive the fringe benefits specified above at the contribution rate specified above.

2. Employees receiving Health and Welfare Benefits shall receive the following corresponding incentives:

a. A choice of Kaiser ($0 deductible, $0 co-pay, and $5.00 per prescription), or Blue Shield custom ASO PPO 80/70 with a $10 co-pay

b. Blue Shield Prescription Plan 3-15

c. Increase Delta Dental PPO and Delta Dental Incentive PPO maximum annual benefits from $3,000 in-network and$2,800 out of network to $4,000 in-network and $3,800 out of network

d. Delta Dental PPO Orthodontics for Adults and Children Lifetime Maximum increases from $1,000 to $2,000

e. Vision Service Plan (VSP) Plan C with $15/$25 deductible with second pair of glasses

f. Increase VSP frame/contact lenses allowances from $130/$105 to $325/$325

g. U.S. Behavioral Health Plan, California (Employee Assistance Program)

h. Basic Life Insurance, Lincoln Financial Group -- $50,000

i. If a unit member's spouse or domestic partner is also a District employee and enrolled in Kaiser, the unit member may elect to opt out of medical benefits, provided that they are enrolled as a dependent under their spouse's/domestic partner's existing plan. In lieu of double coverage, a monthly stipend of $250.00 will be paid to the unit member that has opted out of medical benefits.

B. No in-lieu payments of contributions to programs other than those which the District provides above shall be made by the District for any employees who elect not to subscribe to the benefits provided by this Article.

C. Retiree Health and Welfare Benefits

1. The District shall provide medical/hospitalization benefits for employee and spouse, as provided in Article IV, section A.2, for those employees of the District who retire, provided the employee retires after the age of 55 and has met the following conditions:

a. The employee was employed by the District for 15 cumulative years immediately prior to the retirement;

b. The employee is actually drawing retirement benefits from the Public Employment Retirement System; and

c. The employee was eligible for medical/hospitalization insurance while an active employee of the District.

2. For those employees hired after June 30, 2006, the District shall provide prorated medical/hospitalization benefits for employee and spouse, as provided in Article IV, section A.2, in the form of a monthly contribution for medical, dental, vision and life insurance, provided the employee retires after age 55 and has met the following conditions:

a. The employee was employed by the District for 15 cumulative years immediately prior to the retirement;

b. The employee is actually drawing retirement benefits from the Public Employment Retirement System;

c. The employee was eligible for medical/hospitalization insurance while an active employee of the District; and

d. Where the employee was employed by the District for 15 cumulative years immediately prior to the retirement, the District shall provide 75% of the health and welfare benefits the employee received in the final year of service; or

e. Where the employee was employed by the District for 20 cumulative years immediately prior to the retirement, the District shall provide 85% of the health and welfare benefits the employee received in the final year of service; or

f. Where the employee was employed by the District for 25 cumulative years or more immediately prior to the retirement, the District shall provide 95% of the health and welfare benefits the employee received in the final year of service.

3. The District shall provide such medical/hospitalization benefit plan premiums for the employee and spouse as provided in Article IV, section A.2, until such time as the retiree reaches the age of 65 or until Medicare eligible, whichever occurs first. The time an employee has spent on any paid leave status shall count toward the qualifying period of service.

4. Cumulative service shall be defined as time employed by District on a probationary/permanent basis. No service credit accrues during non-paid status.

5. The District and CSEA shall establish a Health & Welfare Committee where the District and CSEA can meet twice a year to review and receive updates regarding Health & Welfare benefits and premiums.

ARTICLE V
VACATIONS

A. Each employee shall earn vacation on a fiscal year basis at the following rates:

1. During the first four (4) years of employment, employees shall earn vacation time at the rate of .03846 hours per hour of paid status, excluding overtime. Such vacation shall become effective following the first year of employment.

2. After having completed four (4) years of service, employees shall earn vacation time at the rate of .05769 hours per hour of paid status, excluding overtime.

3. After having completed eight (8) years of service, employees shall earn vacation time at the rate of .06539 hours per hour of paid status, excluding overtime.

4. After having completed twelve (12) years of service, employees shall earn vacation time at the rate of .07692 hours per hour of paid status, excluding overtime.

5. After having completed sixteen (16) years of service, employees shall earn vacation time at the rate of .08462 hours per hour of paid status, excluding overtime.

6. After having completed twenty (20) years of service, employees shall earn vacation time at the rate of .09615 hours per hour of paid status, excluding overtime.

260 Day
Vacation Hours

Years of Service	CBA Rate	Days
1-4	0.03846	10
5-8	0.05769	15
9-12	0.06539	17
13-16	0.07692	20
17-20	0.08462	22
21+	0.09615	25

B. Earned vacation shall not become a vested right until completion of the initial six months of employment. Upon separation from service, an employee shall be entitled to lump-sum compensation for all earned and unused vacation, except employees who have not completed six months of employment in regular status shall not be entitled to such compensation. An employee who is terminated for any reason shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination, except as provided above.

C. Vacations shall be scheduled at times requested by employees so far as practicable, consistent with the District's work requirements.

1. Vacation scheduling shall be accomplished each year by employees submitting their requests by April 1, with the immediate supervisor's approval of the request by April 30 (for 12-month employees).

2. Full time employees who work fewer than 12 months do not schedule their vacations and instead are paid on a monthly basis for their accrued vacation.

3. If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the most senior employee shall be given preference.

4. Annual vacation benefits shall be utilized within six months of the end of the fiscal year in which it was earned. If an employee is not permitted by the District to take full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the District.

5. An employee may apply for a waiver or modification of the above deadlines, subject to approval by the Superintendent or designee. Notification

of the Superintendent/designee's decision will be given to the employee and the CSEA President.

D. If an employee's vacation becomes due during a period when such employee is on leave due to illness or injury, such employee may request that the vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have the vacation rescheduled in accordance with the vacation schedule available at that time or may request to carry over the vacation to the following year.

E. An employee 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 adequate notice and relevant supporting information regarding the basis for such interruption or termination.

F. Pay for vacation days for all employees shall be the same as that which the employee would have received in a working status.

G. In July of 2021, the District shall pay out ten (10) days of accrued vacation for bargaining unit members who have more than ten (10) days of accrued vacation time.

H. Beginning July 2021, bargaining unit members shall be required to utilize such accumulated vacation leave and adhere to their vacation schedule to the extent possible.

1. Bargaining unit members shall not be permitted to carry over in excess of ten (10) days of their annual allotment of vacation leave into the 2023-24 school year and subsequent years.

2. On June 30, 2023, bargaining unit members who have in excess of ten (10) days of accrued vacation time, the District shall pay out the remaining excess vacation time.

ARTICLE VI
HOLIDAY SCHEDULE

A. Employees shall receive the following holidays:

New Year's Eve
New Year's Day
Martin Luther King Jr. Day
Lincoln's Day
Washington's Day
Friday of the Spring Recess and the following Monday
Memorial Day
Juneteenth (260-day employees only)

Independence Day
Labor Day
Veterans' Day
Thanksgiving Day and the following Friday
Christmas Eve
Christmas Day

B. An employee must be on paid status on the day immediately preceding or succeeding the holiday in order to be paid for the holiday. Employees not normally assigned to duty during the winter recess or the spring recess shall be paid for holidays occurring during those periods provided they were on paid status on their regularly scheduled workday immediately preceding or succeeding the holiday period. Whenever a holiday set forth herein falls on a Saturday or Sunday, the preceding Friday or subsequent Monday not a holiday shall be deemed to be a holiday. Classified employees may request to work, with District approval, on any of the above holidays in exchange for another workday so combined to make a three-day or longer holiday. Work on such holiday shall be compensated at the regular time rate.

C. Except as provided in the preceding paragraph, employees required to work on the holidays set forth in this Article shall be compensated, or given compensatory time off, at the rate of one and one-half times the regular rate in addition to the pay received for the holiday.

D. The work schedule for classified employees whose regular workweek is Tuesday through Saturday may be adjusted to provide not less than the same number of paid holidays for each contract year as is available for those employees whose regular workweek is Monday through Friday.

ARTICLE VII
HOURS

A. Employees shall be on duty as assigned by the District. The length of the workday for full-time classified employees shall be eight hours. The workweek shall consist of five consecutive days or 40 hours for full-time classified employees. Employees serving less than a total of eight hours per day and 40 hours per week shall be classified as part-time employees.

1. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable number of hours.

2. Nothing contained herein shall be deemed to bar the District from establishing a workday of less than eight hours or a workweek of less than 40 hours for all or any of its classified positions. This section shall not be considered a waiver of the Association's right to bargain over changes in total work hours.

3. Any work hour assignments with agreement between the employee and the immediate supervisor shall not be in effect until five (5) working days from the date of notification. Employee schedule modification requests, shall be considered if the district determines daily operations are not compromised.

B. Employees shall receive one 15-minute rest period for each four consecutive hours of work. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the employee. Breaks shall not be combined with other forms of breaks.

C. Any employee working a split shift which requires more than a two-hour break shall be paid a shift differential premium of five percent above the employee's regular rate of pay for all hours worked. The pay differential shall continue until the employee's work schedule changes to reflect less than a two-hour break. Such breaks shall not exceed four hours.

D. An uninterrupted lunch break of not less than 30 minutes shall be provided for employees working in excess of four consecutive hours.

E. Breaks enumerated under sections B, C, and D shall be scheduled as near the midpoint of each work period as possible consistent with the District's work schedule.

F. Overtime shall be paid, at the rate of time-and-one-half an employee's rate of pay, when an employee is requested by management to work:

1. More than eight (8) hours in one workday.

2. More than forty (40) hours in one workweek.

3. A sixth consecutive workday regardless of the employee's regular work schedule or hours worked per day.

G. Overtime shall be distributed and rotated as equally as is practicable among employees in the same job classification. The overtime shall be first offered to employees who are assigned to the work site and then to employees within the same department and job classification. The overtime rotation list will be posted and updated monthly. Each classification shall have its own rotation list and no employee shall be part of more than one rotation list.

1. Compensatory time off in lieu of cash compensation for overtime worked may be granted at the appropriate rate in effect at the time gained. The Superintendent or designee and employee shall agree to the terms of the overtime and usage as designated on the compensatory time form.

2. When compensatory time off is approved, compensatory time earned shall not exceed twelve (12) hours per month.

3. Compensatory time shall be taken at a time mutually acceptable to the District and employee within ninety (90) days following the date in which the overtime was worked and without impairing the services rendered by the District.

H. For purposes of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave shall be considered as time worked by the employee.

I. An employee called back to work after completion of the regular work schedule shall be compensated for at least two hours work at the appropriate rate of pay.

J. An employee called in to work on a day when the employee was not scheduled to work shall be compensated for at least two hours work at the appropriate rate of pay.

K. Standby time shall be compensated on a straight time basis unless it occurs during overtime, in which event it will be compensated on an overtime basis at the appropriate rate of pay. For purposes of this contract, standby time shall be defined as any period of time in which the employee is required to be available by phone or email for work purposes.

L. Any full-time classified employee who is required by the District to work any shift that begins before 5:30 a.m. or at 12:00 p.m. or after shall be paid a shift differential of $75.00 per month. The night differential will end if the employee is permanently assigned to a shift that does not meet the criteria for differential pay.

M. Fog Delay Procedure

1. The member shall notify SEMS and school site/department if it is not possible to report on time due to fog conditions.

2. SEMS needs to have an option for Fog Delay to accommodate dense fog advisories.

ARTICLE VIII
LEAVES OF ABSENCE

Sick Leave

A. Every full-time employee shall be entitled to 12 days of sick leave for each year of employment on the basis of one day per each month of employment at the employee's daily rate of pay for purposes of illness or injury.

1. Employees who serve less than full time shall have this and all other leaves prorated on a ratio that their workday and workweek bears to a full-time workday and workweek.

2. Pay for any day of absence shall be the same as pay which would have been received had the employee served the day of illness.

3. Unused sick leave shall accrue from school year to school year.

4. Pregnancy shall be treated as an illness for purposes of sick leave. Under this provision, the dates during which the employee may be eligible to utilize accumulated sick leave, if any, shall be established by the employee's physician. The physician shall indicate in writing to the Superintendent the beginning and ending dates of the period of illness due to pregnancy. The beginning and ending dates shall be based upon the employee's ability to render service to the Employer.

5. The District may require verification by a licensed physician or practitioner for any absence under this provision if the District determines a pattern or abuse of sick leave.

6. An employee who has been on sick leave for 10 or more consecutive days or who has had any surgical procedure, shall be required to furnish a physician's verification of ability to return to work and render service to the District.

7. The employee or designee shall notify the District of his/her intention to use sick leave at least one hour before his/her workday is scheduled to begin.

B. At the beginning of each fiscal year, the full amount of sick leave granted under this Article shall become available to each employee.

1. Credit for sick leave need not be earned for the current year prior to taking such leave, and such leave may be taken at any time during the year. A new employee of the District shall not be eligible to take more than six days until the first day of the calendar month after completion of six months of active service with the District.

2. An employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5 or its successor if the employee is filing a request for retirement.

3. The perfect attendance award shall be in abeyance during the 2023-2024 school year, beginning October 1 through the rest of the year. Members qualifying for the perfect attendance stipend before October 1st shall

be paid out the stipend. Perfect Attendance Incentive: The perfect attendance incentive plan is intended to reward regular attendance and reduce the cost of absenteeism during the employees regularly contracted work year. It is understood that any absences for illness or personal necessity will adversely affect an employee's entitlement under this plan only during the employees regularly contracted work year. Employees working on a regular part-time basis will receive the same amount of entitlement according to a full eight (8) hour shift. Computation of payments will utilize the current payroll accounting for illness accrual and absence. Those employees who are eligible to receive payment will be paid in accordance with the following schedule:

a. Employees who work 260 days a year will be entitle to perfect attendance pay on a quarterly basis according to the following schedule.

Quarter	Days Absent	Perfect Attendance Pay
July 1st – September 30th	0	$150
October 1st – December 31st	0	$150
January 1st – March 31st	0	$150
April 1st – June 30th	0	$150

b. Employees who work less than 260 days a year will be entitled to perfect attendance pay on a trimester basis according to the following schedule.

Quarter	Days Absent	Perfect Attendance Pay
September 1st – December 31st	0	$150
January 1st – April 30th	0	$150
May 1st – August 31st	0	$150

Use of extended paid sick leave benefits under the Industrial Accident provision of this agreement, school business, vacation, jury duty, donation of day(s) to the Catastrophic Sick Leave Program (section I of this Article) and approved Association business shall not adversely affect an employee's entitlement under this plan.

Salary Deductions During Sick Leave

C. Effective July 1, 2012, pursuant to Education code 45196, each school year, each unit member shall be credited with 100 working days of leave for illness or injury, inclusive of days to which he/she is entitled under Education Code 45191, which shall be paid at fifty percent (50%) of the unit member's salary. Such additional leave shall be used after entitlement to full-paid sick leave has been exhausted, and shall run concurrently with full-paid sick leave from the first day of absence for illness or injury, but shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled.

Personal Necessity Leave

D. Each year, a unit member may, at his or her election, use up to no more than his/her earned and allotted annual sick leave permitted by this Agreement for cases of personal necessity. Incidents of personal necessity involve matters of compelling personal importance that cannot be handled or resolved at a time other than during the regular school day.

1. Personal necessity leave may be charged in one-hour increments.

2. The employee shall notify his/her immediate supervisor of his/her intention and reason to use Personal Necessity Leave at least 24 hours in advance. The employee shall not, however be required to provide 24-hour advance notice in cases of personal necessity involving:

a. Death of a member of his or her immediate family, when additional leave is required beyond that provided by the Bereavement Leave provision of this Agreement.

b. Accident involving his or her person or property, or the person or property of a member of his or her immediate family.

c. Caring for an ill member of the immediate family. The illness should require and be of such nature that the immediate presence of the unit member is required during the work day (i.e. responding to a call from a child's school or licensed day care provider, received less than 24 hours prior to the time of absence). Unit members shall provide at least one (1) hour advanced notice prior to the start of their work day. Use of personal necessity leave for this purpose, in excess of three days shall require the unit member to present a medical doctor's verification of treatment and illness of the immediate family member during the dates of the leave.

3. Personal Necessity Leave shall not be used for any of the following purposes:

a. Concerted activities or for participation in any withholding of services from the District.

b. To extend a holiday either before or after the holiday.

c. To permit the employee to obtain a pecuniary gain (i.e. carry out obligations or perform personal services for pay for another employer or for himself or herself).

4. Personal Necessity Leave may be used in cases where the employee is a litigant, party, or witness under subpoena or any order made with jurisdiction.

5. Twelve month employees may use up to three (3) days of personal necessity leave and less than twelve (12) month employees may use up to two (2) days of personal necessity leave for personal business. Employees must provide two (2) full workdays advanced written notice to the immediate supervisor. No reason need be given for use of personal business days. Approval for personal business will not be denied except as follows:

a. The request is not received by the immediate supervisor two (2) full works days in advance of the anticipated date of absence.

b. In the event that two unit members in the same department or school site submit timely requests for use of personal business day on the same date, all subsequent requests for personal business by unit members in the same department for the same date may be denied.

6. The district reserves the right to deny Personal Necessity Leave requests where in the judgment of the supervisor the absence would jeopardize the work of the District. The District may not deny personal necessity leave requests from unit members occurring during their work hours to respond to a death of an immediate family member, an accident or injury involving his person or property or that of an immediate member of the family, or the illness of their child except that the District may delay the unit member's release by not more than thirty (30) minutes, to find appropriate coverage where in the Supervisor's opinion the District's work would be jeopardized.

<u>Bereavement Leave</u>

E. Every employee shall be entitled to five days of paid non-cumulative leave of absence because of the death of any member of the classified's immediate family as defined herein.

1. This leave shall not be deducted from sick leave.

2. Bereavement leave shall be used before personal necessity leave days are used for purposes allowed pursuant to this section.

3. This leave shall not be cumulative.

Industrial Accident and Illness Leave

F. Employees shall be entitled to leave of absence for industrial accidents or illness, subject to the following:

1. Allowable leave shall be for not more than 60 workdays in any one fiscal year for the same accident.

2. Allowable leave shall not be accumulated from year to year.

3. Industrial accident or illness leave shall commence on the first day of absence.

4. Payment for wages lost on any day shall not, when added to award granted the employee under the Workers' Compensation laws of the State of California, exceed the normal wage for the day.

5. Industrial accident leave shall be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

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

7. To be eligible for industrial accident or illness leave, an employee must have served continuously not less than three years with the District.

a. Injured employees with less than three continuous years of service with the District may petition the Board to utilize industrial accident leave.

b. Such petitions shall be considered by the Board on a case-by-case basis.

8. An employee returning to work from industrial accident or illness leave shall be required to present a doctor's release prior to returning to paid duty.

9. Every attempt will be made by the employee to avoid scheduling industrial accident or illness appointments during their assigned work hours. In the event it is not possible, the employee can use either their industrial Accident and Illness leave or personal sick leave.

Jury Leave

G. An employee shall be entitled to leave without a loss of pay for any time the employee is to perform jury duty. The employee shall sign over to the District any fee paid for jury duty minus any transportation or expense allowance.

1. Employees are required to return to work during any day or portion thereof in which jury duty services are not required; provided, however, that an employee who has four or more hours of jury duty on any day shall not be required to report for work that day but shall receive full pay for any such day as provided herein.

2. The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation.

General Leaves

H. When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and the employee. The Board may grant any employee in this unit a leave of absence with or without pay not to exceed one year for the purpose of permitting study by the employee or for the purpose of retaining the employee to meet changing conditions within the District, consistent with the provisions of Sections 45380-45387 of the Education Code.

Catastrophic Leave/Continuation of Pay

I. Catastrophic Leave/Continuation of Pay status may be available to an employee as set forth herein pursuant to the provisions of Education Code Section 44043.5, inclusive.

1. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

2. The pay granted to the affected employee shall consist of the number of sick leave days, vacation days, or days of compensatory time off that are donated by other employees. All donations of sick leave, vacation or

compensatory time off shall be made in blocks of one work day (minimum of six hours).

3. An employee may donate a maximum of ten days per school year per receiving employee. An employee who donates a sick day shall be required to have a fully-paid leave balance (not extended sick leave) equivalent to the employee's annual entitlement of sick leave following the donation. Example: A twelve-month employee shall be required to have a 12 day sick leave balance following the donation, a ten month employee shall be required to have a 10 day sick leave balance following the donation. To donate sick leave credits, employees shall use the District's Donation and Authorization to Transfer Sick Leave or Time Credit form.

4. A receiving employee shall be credited with one day's pay for each day donated on the employee's behalf in 30 day increments.

5. The benefits of this policy are not available to an employee who is receiving Worker Compensation payments or whose medical condition is stress or stress related.

J. For the purpose of calculating continuation of pay status for an employee who receives catastrophic leave, the following shall apply:

1. Each application shall be reviewed by a committee of the Superintendent/designee, the President of the Exclusive Representative/designee, and the appropriate field representative.

2. The receipt of donated days under this Policy shall not serve to extend or modify the terms or limitations of the extended sick leave provisions of the Education Code or of an applicable Collective Bargaining Agreement.

3. Any pay provided by the terms of this Policy shall not commence until the affected employee has exhausted his or her entitlement for full-paid sick leave an extended sick leave provided by the Education Code or an applicable Collective Bargaining Agreement.

4. If more days are donated than have been requested, the days to be applied to the receiving employee shall be determined by a lottery. Any day that is not applied to the receiving employee shall be returned to the donating employee.

K. An employee who requests the benefits provided by this Policy shall be submitted on the District's Request for Catastrophic Leave-Continuation of Pay Status. The employee must attach a completed written Physician's certification form signed by a licensed physician or practitioner indicating that the employee's circumstances meet the definition of a catastrophic illness or injury in Education Code Section 44043.5(a)(1) and the probable

length of absence from work. Where the application is based on the catastrophic illness or injury of a member of the employee's immediate family, all required medical information, statements, and verifications shall be related to the affected family member. In addition, the employee shall attach a written statement indicating the circumstances that require the employee's absence from work.

State Disability Insurance Coordination During Sick Leave

L. Effective July 1, 2012, when a unit member applies for and receives state disability insurance (SDI) benefits and uses earned and accrued sick leave time, the District will coordinate the member's receipt of SDI benefits in such a manner as to credit the unit member with sick leave time equivalent to the amount of SDI compensatory benefits received by the employee. Such coordination will occur provided that:

1. The unit member applies for state disability insurance benefits and presents verification of eligibility; the unit member may represent to the Employment Development Department that the District (the employer) will coordinate SDI benefits with the unit member's sick leave pay;

2. The unit member shall, within 3 business days of receiving payment of SDI compensatory benefits, submit to the payroll department a copy of the check reflecting the actual SDI benefits received to permit the District to properly credit the unit member's sick leave balance and also to ensure that the compensation paid to the unit member by the District will not exceed the amount of the unit member's full and regular pay;

3. In the event that the unit member does not submit such proof within 3 business days, the District, at its discretion, may credit the unit member's sick leave balance, provided that the report is made in time for the District to reflect the balance adjustment for the next pay period. Otherwise, the unit member will not receive a coordinated adjustment to his or her leave balance.

Miscellaneous Provisions

M. "Immediate family" as used herein shall mean the mother, father, grandmother, grandfather, grandchild of the employee or of the spouse of the employee, the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law, and sister-in-law of the employee, or any relative living in the immediate household of the employee.

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

O. During such time as an employee is on an unpaid leave of absence, the employee shall not gain or be eligible to accrue service for advancement on the salary schedule, vacation, sick leave, holidays, or other fringe benefits.

P. Upon return from unpaid leave, an effort will be made to reinstate the employee to the same position held at the time leave was granted. However, the Superintendent may place the returning employee in a different position in the best interests of the District.

Q. The District shall initiate the interactive process meeting for employees seeking work accommodations upon furnishing a doctor's note. Reasonable accommodations may be provided at the District's discretion.

Maternity/Paternity Leave

R. The district shall grant maternity or paternity leave to each "designated person" in accordance with the California Family Rights Act.

1. The District shall grant the use of up to two (2) days of District leave for employees with newborn grandchildren.

ARTICLE IX
VACANCIES AND TRANSFERS

A. Transfer is defined as a change of job location, but within the same classification/same pay range (i.e., full-time to full-time and part-time to full-time, full-time to part-time, 10 months to 12 months, etc.).

B. When a new position is created or an existing position becomes vacant, the District shall offer the opportunity to request a transfer to employees serving in the same class in the District.

1. All vacancies shall be posted first, in-house by the District for not less than six working days at all work locations prior to being filled.

2. Any bargaining unit member employed in the same classification as the vacancy may apply for transfer to that position by filing a written transfer request with the Human Resources Department of the District. The vacancy shall be filled by the most senior bargaining unit member requesting a transfer.

3. If the vacancy is not filled by a transfer, then the vacancy shall be posted internally and externally to allow for promotional opportunities.

4. Employment announcements for vacant positions shall be provided to the Association not less than six workdays prior to the filing deadline for posting on bulletin boards approved for Association use.

5. Only permanent unit members, who have not had a letter of reprimand, formal disciplinary action, or a disciplinary agreement placed in their personnel file within the last twelve (12) months, are eligible to apply for a transfer. Permanent unit members shall commit to twelve (12) months in their transferred position before becoming eligible to apply for another transfer.

C. The District shall consider and determine the following in making a lateral transfer:

1. If two (2) or more unit members request for the same transfer, seniority will be the determinative factor.

D. A transfer may be initiated by the District Superintendent at any time for reasons including but not limited to the following:

1. Improved efficiency of the District.

2. A change in enrollment or workload.

3. To provide employees with additional training.

4. Desire to evaluate an employee at a different work site.

5. Significant personality conflict.

E. Any employee subject to a District-initiated transfer shall receive a notification including explanation of the reasons for the transfer from the District Superintendent or designee. The transfer may not begin until after seven (7) working days from the date of the notification. The seven (7) days need not apply should be the reason for the transfer be for extenuating circumstances involving student or employee safety. The Chapter President shall be given notice if this transfer affects other bargaining unit members.

F. An employee may request in writing at any time a transfer to another administrative unit. Unless approved, such request shall not affect the employee's present assignment.

G. An employee who has been denied a requested transfer may request in writing to have a written statement citing reasons for denial.

H. The District may give alternative work if it is determined by the District Superintendent that the same is available to an employee who has become temporarily medically unable to satisfactorily perform regular job class duties. The alternative work may constitute promotion, demotion, or lateral transfer to a related class.

ARTICLE X
PROMOTIONS

A. A promotion is defined as a change from one job classification to a different job classification having a higher salary range. The following are determining factors for promotional opportunities:

1. Promotional opportunities will be available if the vacancy is not first filled by transfer as per Article IX.

2. Only permanent unit members, who have not had the following are eligible to apply for promotional opportunities.

A. A letter of reprimand, formal disciplinary action, or a disciplinary agreement placed in their personnel file within the last twelve (12) months

B. An employee has been absent from work in excess of fifteen (15) days per year within the last two (2) years. Total of thirty (30) days. This shall exclude FMLA, CFRA, CSEA Association leave, military leave, jury duty, catastrophic leave, vacation and workers compensation claims.

3. An employee who applies for a promotional opportunity and meets the minimum qualifications shall be granted an interview.

4. If two (2) or more employees are equally qualified for the position after considering relative training, experience, and the most recent performance evaluation, then seniority will be the determining factor.

5. An employee selected to fill a vacant promotional position will be placed on the salary schedule in a manner which will reflect at least a five percent (5%) increase in their current salary.

6. Any employee who has been denied for a promotion may request to have a written statement citing reasons for denial.

7. Permanent unit members who have been placed on probationary status due to a promotion shall be granted a one (1) time opportunity to apply for a promotional position during their probationary period. This language shall only apply to the first probationary period. When an employee completes a probationary period, this language shall reset.

B. CSEA will provide a list of bargaining unit members to serve on the interview panel. CSEA will appoint from the Chapter Executive Board or Bargaining Team. The CSEA member on the interview panel will be a full participant in the interview process.

C. Access to test scores

1. Upon completion of a promotional test, the Employee shall be emailed their raw score and overall result (pass/fail), if requested.

2. The Employee shall have the right to request further information regarding their individual performance on the test and shall receive feedback on strengths and weaknesses. Such requests shall be submitted in writing to the Human Resources department within two (2) business days of receiving the initial test results.

3. The Employer shall provide the requested information within five (5) business days of receiving the Employee's request.

D. Testing

1. Employees who pass a promotional test shall have their test remain on file for future opportunities unless one of the following occurs in which the employee shall be required to take the test again:

a. The test which the employee passed took place prior to an update of the duties outlined in the job description, or

b. The employee was hired for the promotional opportunity but did not pass the probationary period or was demoted for any reason.

2. Employees who fail a promotional test shall be eligible for re-testing after thirty (30) days have elapsed since the employee failed the promotional test.

ARTICLE XI
EVALUATION PROCEDURES

*Exceeds Standards will be added to the evaluation form

A. A permanent employee shall have a written evaluation conducted according to the following timelines. All evaluations shall be completed by May 31 of each school year.

1. Probationary employees shall have a written evaluation completed on the third and fifth month (if necessary) of their six (6) month probationary period.

B. A permanent employee who has been promoted shall be placed on probationary status for a period of six months and shall follow the evaluation procedures for probationary employees. At the conclusion of the probationary period, the employee shall revert back to the annual evaluation period.

C. The employee's supervisor shall reserve the right to conduct an evaluation of any employee at any time.

D. No formal evaluation of any employee shall be placed in any personnel file without an opportunity for prior discussion between the employee and the evaluator. Evaluations, so far as practicable, shall be based upon the direct observation and knowledge of the evaluator. Any unsatisfactory evaluation based upon performance shall include recommendations for improvement and shall advise the employee as to any deficiency in attitude or conduct. While there may be input into the evaluation by non-management employees, the responsibility for the evaluation shall rest with the managerial or supervisorial person who is the employee's immediate supervisor.

E. The personnel file of each employee shall be maintained at the District's business office.

F. Such material shall not include ratings, reports, or records which (1) were obtained prior to the employment of the employee involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

G. Every employee shall have the right to review his/her personnel file upon request, provided that the request is made at a time when the employee is not required to render services to the District. An employee may authorize in writing his/her designated representative who is not an employee of the District, to review his/her personnel file.

H. Information of a derogatory nature shall not be entered or filed unless and until the employee is given ten (10) days advance notice and an opportunity to review and comment thereon. Any employee shall have the right to enter, and have attached to any such derogatory statement, the employee's own comments thereon. Such review and comment shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

ARTICLE XII
SAFETY

A. The District shall, within the limitations of its financial capabilities, provide employees with safe working conditions. Should the employment duties of an employee require use of any equipment or gear to ensure the safety of the employee or others, the District shall furnish such equipment or gear.

B. Reporting Unsafe Conditions: All employees shall, in performance of their duties, be alert to unsafe practices, equipment and/or conditions and shall promptly report verbally and in writing any such unsafe practice, equipment, and/or conditions to their immediate supervisor. The District shall within two (2) working days, respond in writing to the employee, with simultaneous copy to CSEA, stating what the District intends in order to remedy the condition safe or, if no action will be taken, the reason(s) why. Bargaining unit members may be directed to complete alternative work or work under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concern(s).

C. An employee shall be responsible for reporting all job-related accidents or injuries to his/her person to his/her supervisor immediately following the accident. The employee shall complete such report forms relating to the accident as may be required by the District. All injuries are to be reported even though the injury does not result in lost time from work.

D. Hot Days

1. When the National Weather Service has announced a reading of one hundred five (105) degrees or more for any work day when school is not in session, the district shall bring all employees working outdoors into an air-conditioned facility when the temperature of the day reaches one hundred (100) degrees or by 1 P.M., whichever occurs first. Bargaining unit members will be assigned to indoor duties.

ARTICLE XIII
EXCLUSIVE REPRESENTATIVE'S RIGHTS

A. The Exclusive Representative shall have the right to use designated bulletin boards, mailboxes, district email, and meeting rooms at reasonable times.

1. The use of buildings, meeting rooms, and equipment for meetings shall be subject to the District's facility use policy. The Association shall not be assessed any charge or fees for the use of District buildings or rooms for meeting purposes.

2. The Association shall have the right to use District-owned typewriters duplicating equipment, and computers at the school sites at times when such equipment is not in use for school purposes. Equipment shall be used only during hours when the school site is open to the public.

3. It is understood that the Association shall use its own supplies and shall pay for any damage incurred to District equipment during its use.

B. The President of the Exclusive Representative, or other person designated in writing in advance by the organization, shall make all requests for use of facilities.

C. Officers and agents of the Exclusive Representative shall have access to employees at times which do not interfere with efficient operation or employee performance, subject to approval of the Superintendent or designee.

D. The Chapter President shall be given two hours of paid release time per week to conduct Association business. The two hours per week is not accumulative but is available each week whether or not Association business is conducted during the school week. The remaining Executive Board members shall request paid release time to support time sensitive Association business. The Association shall notify the supervisor(s) of the Association representative(s) prior to conducting Association business and shall schedule time away of their regular assignment that is mutually acceptable to the District and the Association President.

E. The Association shall have the right to designate up to seven employees in the bargaining unit who shall be given reasonable release time without loss of pay to participate in negotiations.

F. Upon written authorization of an employee, the District shall make deductions from an employee's salary for any District-approved purpose, including the following: Credit Union, Annuities, Supplemental Medical Catastrophe Insurance, and Life and Income Protection Insurance.

G. Upon request, the District shall within two weeks furnish the Exclusive Representative with one copy of public documents in its possession which reasonably relate to negotiations and the Exclusive Representative's role in such negotiations. The Association shall be charged the same fee for copying materials.

H. A copy of the Board agenda and non-confidential materials related to classified employees and the classified program shall be provided to the association prior to each regularly scheduled board meeting by placement of such agenda and materials in a box designated for Association use.

I. The District shall provide, at its expense, a copy of this contract to each employee in the unit within such time after execution of this contract as is practicable. Additional copies shall be printed and made available to newly hired employees in this unit during the term of this contract.

J. The Association shall notify the District in writing of the names of the Job Representatives and the sections they represent. If a change is made, the District shall be advised in writing of such change, within five days of the change.

1. Job Steward shall have the authority to file notice and take action on behalf of identified bargaining unit employees with or without their written consent relative to rights afforded under this Agreement.

2. After notifying their immediate supervisor, a Job Steward shall be permitted to leave the normal work area for such time as is necessary to appear on behalf of an employee in the bargaining unit at any meeting or hearing held for consideration of a grievance. If an adequate level of service cannot be maintained in the absence of a Job Steward, any scheduled hearings or meetings shall be postponed until such time as the Job Steward will be available.

K. Twice each year, the District shall furnish the Association with an up-to-date seniority roster. These rosters shall be furnished to the Chapter's President or designee no later than July 15th and January 15th.

L. The Association may designate four (4) representatives to attend the Association's State Conference on release time, provided that the total hours of release time (composite) shall not exceed 160 hours per fiscal year.

M. An employee in the unit elected or appointed to state-wide Association office shall be allowed a maximum of 40 hours of release time to attend to the duties of such office, provided at least one week's advance notice of intended absence for such purpose is given to the District Superintendent and the employee's immediate supervisor and provided that the Association reimburses the District the amount of salary or wages paid any substitute hired for the absent employee, or overtime wages paid another employee as a result of overtime ordered due to the absence of the employee on release time.

N. One (1) hour of release time per month for unit members assigned a night shift to attend the monthly CSEA meeting. Additional release time may be requested for Association Business of the Superintendent in the event all other released time is exhausted.

O. Employee Orientation – District will notify CSEA of all new employees and allow a designated CSEA representative the opportunity to meet with the new employee/employees during the first 30 minutes of the new employee meeting.

P. The President and/or any designated Executive Board Member shall be allowed a maximum of five (5) days of release time to attend CSEA or District trainings per fiscal year.

ARTICLE XIV
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

A. Membership and Dues Deduction:

1. District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative.

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 need keep track of this period which shall be tracked by CSEA within its membership database.

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

4. Upon remitting the deductions requested by the Exclusive Representative and authorized by the member pursuant to the provisions of this Article, the District has fulfilled its entire obligation relative to said deductions. The District's obligation to continue deductions terminates as of the end of the payroll period following the period in which a dues deduction authorization is revoked. The Exclusive Representative hereby agrees to indemnify and hold the District, its officers, agents, and employees harmless from any claim, demand, action, or liability which may result from, or in any way relate to, the making of said deductions and the transmission of said funds to the Exclusive Representative.

B. Dues Deduction:

1. The employer shall deduct, based on CSEA's written directive to the District, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

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.

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

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

C. Membership Information:

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.

2. The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

ARTICLE XV
GRIEVANCE PROCEDURES

A. A "grievance" shall mean an allegation by employee unit member or CSEA that there has been a violation, misinterpretation, or misapplication of an express provision(s) of this Agreement. The grievance shall include terms and conditions of employment solely as they relate to a specific provision(s) of this Agreement or the effect of Board policies, administrative directives, rules, or procedures for implementing this Agreement.

1. An action to challenge application(s) of Board policies, administrative directives, rules, or procedures are not grievances under the provisions of this Article and shall be undertaken pursuant to such separate administrative procedures as established by the Board of Trustees.

2. For all matters which have specified review procedures, such procedures shall be the sole method of review or challenge (e.g., Affirmative Action).

B. A "grievant" shall mean an employee who is a member of the bargaining unit and/or CSEA. B1. & B2. Have been removed

C. A "day" shall mean a day when the District office is normally open for business.

D. An "immediate supervisor" is the management person having immediate jurisdiction over the grievant.

E. The grievant may elect to be represented by the Exclusive Representative and must inform the District in writing prior to the beginning of the meeting.

1. The grievant, a designated representative, and witnesses who are to testify, if any, participating in the grievance meeting, shall suffer no loss in pay.

2. An employee may, at any time, present grievances to the Employer and have such grievances adjusted without the intervention of the Exclusive Representative, as long as the adjustment is not inconsistent with the terms of this Agreement; provided, however, that the Employer shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

3. At all levels of the grievance procedure, the grievant shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.

F. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding. Once a grievance has been resolved or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which could have been included in the first grievance.

G. Time limits may be extended or shortened by mutual agreement of the grievant and the District.

1. Time limits shall not run during winter or spring recess.

2. Failure of the grievant or the grievant's representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level.

H. No reprisal of any kind will be taken by the District against any grievant or participant in the grievance procedure by virtue of such participation. All written materials pertinent to a grievance, except decisions resulting from final determinations or settlement, shall be filed separately in a grievance file.

I. Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District.

<u>Level One</u>

J. Within 20 workdays of the occurrence or knowledge of the occurrence of the alleged violation of the Agreement, the grievant shall present the grievance in writing to the immediate supervisor.

1. The written grievance shall contain the following minimum information:

a. The grievant's name.

b. The date of filing.

c. The date of the alleged violation.

d. The specific article(s) or section(s) violated.

e. Brief description of the alleged violation.

f. The specific relief requested.

2. Grievances not containing the required information shall be rejected as being improperly filed. Such rejection shall not extend the time limits of this Article.

3. The grievant may request a conference with the immediate supervisor.

4. Within 10 days of receipt of the grievance by the supervisor, or within 10 days of the conference, if requested, the supervisor shall communicate a decision to the grievant in writing. If the supervisor does not respond within the time limit, the grievant may appeal to the next level.

Level Two

K. In the event that the grievant is not satisfied with the decision at Level One, a written appeal to the Superintendent or designated representative shall be filed within 10 days of the issuance of the Level One decision or the deadline within which such decision was to be made.

1. The appeal shall contain all materials utilized in the first level, including the decision rendered, if any, and a specific and concise statement of the reason for the appeal.

2. The Superintendent or designated representative shall meet with the grievant and the representative, if the grievant so desires, within 10 days of the receipt of the appeal.

a. Either party, on written notice to the other party within two workdays of the filing of the Level Two appeal, may request conciliation through the California State Conciliation service in lieu of the meeting specified herein.

b. If a conciliator is not available within a time acceptable to the grievant, the meeting specified in paragraph 2 above, shall be held.

c. The conciliator shall attempt to find a mutually acceptable resolution of the grievance.

d. The conciliator shall not issue any public statement of fact or opinion on the issue.

e. The conciliation or settlement positions of either party shall not be made public nor shall they be introduced into any other grievance level.

3. Within 10 days of receipt of the appeal, or within 10 days of the meeting between the Superintendent and the grievant, or within 10 days of the conciliation meeting, a written decision and the reasons for such decision shall be transmitted to the grievant. If there is no response within the specified time limit, the grievant may proceed to the next level.

Level Three

L. If the grievant is not satisfied with the decision at Level Two, within ten (10) days he/she may request that the Association, at its discretion, submit in writing to the Superintendent a notice of intent to mediate.

a. The Association has the sole authority and discretion to approve or disapprove any grievance for processing beyond Level Two of this Article.

b. If the grievant is not satisfied with the results at Level Two, the Association shall, within ten (10) days, submit a request to have the matter heard by a mediator from the State Mediation and Conciliation Service. The parties shall attempt to mediate a settlement to the grievance. In no instance will the form or matter of the discussions and/or proposals during the mediation process be revealed. Only the terms of a settlement, if any, may be revealed. Only by mutual agreement may this step in the grievance procedure be bypassed.

c. The mediator shall hear the matter and provide an opportunity for the parties to resolve the matter. Any settlement reached in Mediation shall be considered final and binding on the parties.

Level Four

M. If the Association is not satisfied with the decision at Level Three, it shall, within ten (10) working days of the issuance of the decision or the deadline within which such decision was to be made, submit the issue to binding arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Association has the sole authority and discretion to approve or disapprove any grievance for processing beyond Level Three of this Article.

a. The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s). Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement; and the arbitrator shall not substitute his judgment for that of the District.

b. After a hearing on the merits of the grievance, the arbitrator shall render a written decision which sets forth findings of fact, reasoning and conclusions on the precise issue(s) submitted. The arbitrator shall not add to, subtract from, modify, alter or amend any provisions or procedures contained herein. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted. No grievance(s) shall be filed regarding:

1. The discharge of a probationary unit member.

2. The failure or refusal of the District to rehire or retain in employment any probationary unit member.

3. The contents of an evaluation.

c. The decision and award of the arbitrator shall be submitted to the Association and the District for review and implementation.

d. Costs for services of the arbitrator, including, but not limited to, per diem expenses, travel, reasonable subsistence expenses, and the cost of any hearing room, shall be borne equally by the District and the Association. All other costs including fee for witnesses and conferees or costs of substitutes for witnesses and conferees shall be borne by the party incurring them.

ARTICLE XVI
LAYOFF AND LAYOFF PROCEDURES

Layoff and reemployment procedures are set forth in Education Code Sections 45117, 25298 and 45308.

Reason for Layoff

A. A layoff shall occur only for lack of work or lack of funds.

Notice of Layoff

B. Permanent classified employees shall be given notice by March 15th that the employee's services will not be required for the ensuing year due to lack of work or lack of funds. Advanced notice of proposed layoff will be provided to the employee and CSEA. Any notice of layoff shall state the reasons that the employee's services will not be required for the ensuing year, and inform the employee of the employee's displacement rights, if any, and reemployment rights.

Order of Layoff

C. The order of layoff shall be based on length of service within that class plus higher classes throughout the District. Effective July 1, 2001, the "length of service" for classified employees will be defined as the date of hire in paid status. For the purpose of order of layoff and reemployment, the employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

Equal Seniority

D. If two or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the employees' training and experience and written evaluations by the District.

Bumping Rights

E. An employee laid off from his/her present class may bump into the next equal or lower class in which the employee has previously worked and has greater seniority than another in that class. An employee who has been bumped may bump into the next equal or lower class to avoid layoff provided the employee has previously worked in the equal or lower class and has greater seniority than another in that class.

Reemployment Rights

F. Laid off employees are eligible for reemployment in the class from which they were laid off for a 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 under this Agreement. In addition, they shall have the right to apply for promotional positions within the filing period specified under this Article and use their bargaining unit seniority, training, experience, and written evaluations by the District herein for a period of 39 months following layoff. The District shall post all classified positions pursuant to the Collective Bargaining Agreement and will ensure an employee on reemployment roster an opportunity to apply and be considered in preference to new applicants.

Voluntary Demotions or Voluntary Reductions in Assigned Time in Lieu of Layoff

G. Employees who take a voluntary reduction in assigned time in lieu of layoff are to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off, and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months, provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

H. Employees who take a voluntary reduction in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, without limitation of time, but if there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.

Seniority Roster

I. Upon written request, the District shall provide the Exclusive Representative with an updated seniority roster 30 days before the District exercises its managerial right to effectuate the layoff. The seniority roster shall indicate the employee's class seniority and hire date seniority within the class(es).

Reemployment Notification Rights

J. 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.

Employee Notification to District

K. An employee shall notify the District in writing of his/her intent to accept or refuse reemployment within five workdays following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work on the date indicated. If an employee refuses the employment offer, the offer shall be made to the next person on the reemployment list with the greatest seniority. If an employee declines an offer of employment, his/her name shall be placed at the bottom of the reemployment list. All employees who are in a laid off status shall remain on the reemployment list for a period of 39 months. An employee who declines a second offer of reemployment from the District shall be considered unavailable for employment and shall be dropped from the reemployment list; thereafter, the District shall be acquitted of its notification responsibility.

Health and Welfare Benefits

L. The District agrees to provide the health and welfare benefits specified in the Collective Bargaining Agreement for a period of time not to exceed 30 days beyond the employee's last day of paid status with the District, provided the employee was laid off pursuant to the provisions of this Agreement and was eligible and receiving the District's

health and welfare benefits at the time he/she was affected by the layoff. Employees who elect to continue the Health and Welfare benefits specified in the current Agreement at the end of the 30 days of their last day of paid status with the District may do so, provided they continue to pay each month directly to the District for the health and welfare benefits specified herein and the insurance provider agrees to same.

Unemployment Benefits

M. Upon written request, the District agrees to provide the Employment Development Department with any and all information pertaining to any laid off employee who files for unemployment benefits.

Retirement In Lieu of Layoff

N. Notwithstanding any provision of law, any permanent classified employee who was subject to being laid off or was in fact laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. This District shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If the retiree is subsequently subject to reemployment and accepts in writing the appropriate vacant position, the District shall maintain the vacancy as provided in this Agreement and/or until the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

Notice of Vacancies

O. The District shall determine in all cases if a vacant position within the bargaining unit exists and when a vacant position shall be filled by bargaining unit members who were laid off and are on the District's current reemployment roster.

P. 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. Further, all laid off persons shall receive priority consideration for any vacancy that they qualify for before consideration is given to any outside applicant.

Improper Layoff

Q. Any employee who was improperly laid off shall be reemployed upon discovery of the error and shall be compensated for loss of any benefits and salary he/she is legally entitled to.

R. The parties mutually agree that the provisions stated herein represent the full agreement as to the procedures that are to be followed when conducting all aspects of layoffs in the classified service and as to the effects of those layoffs, and there shall be no duty on the part of either party to meet and negotiate further during the term of this Agreement.

Specially Funded Programs

S. When classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than sixty (60) days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

ARTICLE XVII
PROGRESSIVE DISCIPLINE

A. Progressive Discipline: Progressive Discipline in essential and shall be applied to the employee to assist the employee and give him/her the opportunity to improve and correct any unsatisfactory performance and/or unprofessional conduct, unacceptable work habits or any violation of the rules and regulations prior to disciplinary action. Progressive discipline may not be followed in cases of gross misconduct. Gross misconduct would include dishonesty or theft affective the District, repeated insubordination, use or possession on duty of alcohol or illegal drugs or conviction of a crime involving moral turpitude.

B. If at any time during the progressive discipline process a formal written reprimand is needed, the employee shall be placed on an improvement plan for a period of one (1) year providing the employee the opportunity to correct the issue at hand. The improvement plan may be bypassed in the cases of gross misconduct.

C. The improvement plan shall consist of the following.

1. Start date and end date of the improvement plan

2. Specific goals the employee must achieve

3. Scheduled supervisor follow ups every two months to discuss status of employee

4. Evaluation done at the end of the improvement plan

ARTICLE XVIII
CONCLUSION

A. This Agreement represents the full and complete collective bargaining and full agreement by the parties in respect to wages, hours of employment, and other terms and conditions of employment which shall prevail during the term hereof, and any matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. The Exclusive Representative understands and agrees that, as to all matters not covered by this Agreement, there shall be no duty on the part of the District to meet and to negotiate further during the term of this Agreement.

B. The District is not bound by any past practices or understandings unless the same are specifically set forth herein.

1. The specific provisions of this Agreement shall prevail over any District past practice or procedure.

2. In the absence of a specific provision in this Agreement, any past practice or procedure is hereby declared to be discretionary on the part of the District.

3. When references are made to statutes, (e.g., Education Code) such references are informational only and do not subject the provisions of such statutes to the grievance processes of this Agreement.

C. In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect. Should a federal or state agency with jurisdiction invalidate any portion of this Agreement, the parties shall, on appropriate notice, meet to negotiate over the affected provision(s).

D. This Agreement shall be in full force and effect from the date of ratification by the parties to June 30, 2027. Thereafter, all terms and provisions of the agreement shall remain in full effect until a successor agreement is negotiated and ratified by the parties.

E. For the 2025 – 2026 and 2026 – 2027 school years, both the District and the Association may reopen negotiations on Salary (Article III), Health and Welfare Benefits (Article IV), and one (1) article of each party's choice in this Agreement.

F. The parties shall meet to negotiate at least two (2) weeks after each party's initial proposal have been sunshined, unless extended by mutual consent of the parties, in writing.

G. The Collective Bargaining Agreement shall be updated by the District and shall be uploaded to the District website within two (2) weeks upon notice from the Chapter President that the Tentative Agreement has been ratified by the membership. This section shall apply to Successor and Reopener Agreements.

Agreed to this 24th day of June 2024.

For the District:	For CSEA:
[illegible]	[illegible]
[illegible]	[illegible]
	Leticia Feliciano
	[illegible]
	[illegible]
	[illegible]
	[illegible]
	Josie Contreras

Appendix A

DELANO UNION SCHOOL DISTRICT

2025-2026 Classified Salary Schedule
1.5% Increase

RANGE	Step 1	Step 2	Step 3	Step 4	Step 5
1	$17.85	$18.36	$18.95	$19.52	$20.10
2	$18.21	$18.76	$19.31	$19.91	$20.50
3	$18.58	$19.12	$19.70	$20.28	$20.92
4	$18.95	$19.52	$20.10	$20.69	$21.32
5	$19.32	$19.92	$20.51	$21.12	$21.76
6	$19.71	$20.29	$20.93	$21.55	$22.18
7	$20.11	$20.70	$21.34	$21.97	$22.61
8	$20.51	$21.12	$21.76	$22.42	$23.09
9	$20.93	$21.55	$22.18	$22.85	$23.55
10	$21.34	$21.97	$22.61	$23.31	$24.00
11	$21.76	$22.42	$23.09	$23.80	$24.48
12	$22.19	$22.87	$23.56	$24.28	$24.97
13	$22.62	$23.33	$24.01	$24.76	$25.50
14	$23.10	$23.81	$24.49	$25.25	$26.00
15	$23.56	$24.28	$24.97	$25.72	$26.52
16	$24.01	$24.76	$25.50	$26.26	$27.03
17	$24.49	$25.25	$26.00	$26.79	$27.58
18	$24.97	$25.72	$26.52	$27.30	$28.14
19	$25.50	$26.26	$27.03	$27.85	$28.67
20	$26.00	$26.79	$27.58	$28.39	$29.26
21	$26.53	$27.32	$28.15	$29.00	$29.87
22	$27.06	$27.86	$28.70	$29.59	$30.47
23	$27.61	$28.43	$29.28	$30.17	$31.07
24	$28.15	$29.00	$29.88	$30.76	$31.69
25	$28.70	$29.60	$30.47	$31.37	$32.33
26	$29.28	$30.19	$31.07	$32.01	$32.98
27	$29.88	$30.80	$31.69	$32.65	$33.63
28	$30.47	$31.41	$32.33	$33.31	$34.30
29	$31.07	$32.04	$32.98	$33.97	$34.99
30	$31.69	$32.67	$33.63	$34.64	$35.70
31	$32.33	$33.34	$34.30	$35.33	$36.41
32	$32.98	$34.01	$34.99	$36.04	$37.14
33	$33.64	$34.68	$35.69	$36.76	$37.88
34	$34.31	$35.37	$36.40	$37.49	$38.63
35	$35.00	$36.08	$37.13	$38.25	$39.41
36	$35.70	$36.80	$37.87	$39.02	$40.19

Anniversary Longevity
10th yr- Current Step + 3%
15th yr- Current Step + 6%
20th yr- Current Step + 9%
25th yr- Current Step + 12%
30th yr- Current Step + 15%
End of 35th yr- $2,500 one-time bonus

Effective: 7/1/25
Board Approved: 11/12/25

Appendix B

DELANO UNION SCHOOL DISTRICT
SALARY SCHEDULE RANGE ASSIGNMENT
2025 – 2026

	SALARY RANGE ASSIGNMENT
CLERICAL SERVICES	
Expanded Learning Opportunity Program Receptionist	**6**
Clerk-Federal and State Programs	**9**
Community Aide	**9**
Home-School Liaison	**9**
Migrant Records Technician	**9**
Migrant Community Recruiter	**2**
Migrant Support Service Aide	**11**
Clerk II	**11**
Health Assistant	**16**
Clerk III	**16**
School Health Wellness Optical Clerk	**16**
Payroll Clerk	**18**
School Secretary	**19**
Administrative Secretary	**22**
Accountant	**25**
Administrative Assistant	**25**
Personnel Technician	**27**
FOOD SERVICES	
Cafeteria Helper	**1**
Cook I	**11**
Food Services Cook and Courier	**11**
Cook II	**15**
Cafeteria Utility/Warehouse Worker	**17**
Cook III	**19**
Lead Cook	**22**
INSTRUCTIONAL SERVICES	
Child Care Aide I	**2**
Child Care Aide II ***(15 Units)***	**4**
Child Care Aide III ***(30 Units)***	**6**
Child Care Aide IV ***(45 Units)***	**8**
Child Care Aide V ***(AA Degree)***	**13**
Child Care Teacher	**19**
Instructional Aide I	**2**
Instructional Aide II ***(15 Units)***	**4**
Instructional Aide III ***(30 Units)***	**6**
Instructional Aide IV ***(45 Units)***	**8**
Instructional Aide V ***(AA Degree)***	**13**
Health Care / Living Skills Aide I	**8**
Health Care / Living Skills Aide II ***(15 Units)***	**10**
Health Care / Living Skills Aide III ***(30 Units)***	**12**
Health Care / Living Skills Aide IV ***(45 Units)***	**14**
Health Care / Living Skills Aide V ***(AA Degree)***	**16**

After School Activity & Academic Instructor **13**
After School Site Manager **16**
***Behavior Intervention Classroom Paraprofessional** **8**
Instructional Aide-Physical Education **13**
Communications Aide **6**
Communications Aide-Bilingual Bicultural **8**
Family Advocate/Community Outreach Worker **9**
Applied Behavior Analyst (ABA) Intervention Specialist **20**

MAINTENANCE, OPERATIONS AND TRANSPORTATION SERVICES

Utility Worker/Bus Driver Apprentice **10**
Utility Worker **14**
Utility/Warehouse Worker **15**
Utility Worker/Bus Driver **19**
Utility Worker/Irrigation Technician **19**
Bus Driver Instructor **19**
Warehouse Worker **19**
Mechanic's Helper/Bus Driver **23**
Maintenance Worker **28**
Mechanic **28**
Mechanic/Bus Driver **28**
Transportation Instructor/Bus Driver/Utility Worker **28**
HVAC Maintenance Mechanic **36**

SECURITY SERVICES

Campus Supervisor **16**

TECHNOLOGY

Computer Technician I **28**
Computer Technician II **28**
Lead Computer Technician **31**

Stipends and/or additional pay for college course work:

***15 Units**	**$273/year**
***30 Units**	**$383/year**
***45 Units**	**$492/year**
***60 + Units or AA/AS Degree**	**$601/year**
BA/BS Degree	**$1,092/year**
Bilingual	**$750/year**
Computer Tech II Certificate	**$2,000/year**
Contractor's License/Field Related Tradesman Certification (e.g., plumbing, HVAC certification for mechanics, etc.)	**$2,000/year**
Night Shift Differential - Team Cleaning	**$75.00/monthly**
School Website	**$500/year**
Pro-Act District Trainer	**$600/year**

***i.e. Employee with 15 units - $273.00 annually**
Employee with 30 units - $383.00 annually

EXCLUDES INSTRUCTIONAL AIDES –
COLLEGE COURSE CREDIT WORK IS BUILT INTO SALARY COMPUTATION

BOARD APPROVED: 10/14/24