COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DINUBA UNIFIED SCHOOL DISTRICT

AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER #152

2024-2027

TABLE OF CONTENTS

ARTICLE		PAGE
I	Agreement	3
II	Term of Agreement	4
III	Recognition and Scope of Bargaining Unit	5
IV	Layoff and Reemployment	6
V	Organizational Rights	9
VI	Management Rights	13
VII	Hours and Overtime	14
VIII	Pay and Allowances	17
IX	Employee Expenses and Materials	19
X	Vacation Plan	20
XI	Health and Welfare Benefits	21
XII	Leaves of Absence	23
XIII	Grievance Procedure	29
XIV	Evaluation, Employee Rights, Grounds for Dismissal	31
XV	Transfers, Promotions, Vacancies	37
XVI	Transportation Hours and Assignments	39
XVII	Safety	42
XVIII	Incentive Pay Awards	43
XIX	Holidays	45
XX	Membership and Dues Deductions	46
XXI	Drug and Alcohol Testing	47
XXII	Reclassification Procedures	48
	Signature Page	49
	Appendix A Bargaining Unit Exceptions	50
	Appendix B Classified Employee Salary Schedule	
	Appendix C Grievance Form	

ARTICLE I AGREEMENT

1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Dinuba Unified School District ("Board") and the California Schools Employees Association and its Dinuba Chapter 152 ("Association"), an employee organization.

1.2 The terms "District," "Management" and "District Management" as utilized in the Agreement shall be deemed to be synonymous, and shall, as appropriate, include the District as an entity, the Board of Trustees, the Superintendent and all other members of the Districts' Management.

1.3 This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code ("Act").

1.4 This Agreement shall remain in full force and effect through August 31, 2027.

1.5 During each intermediate years of this Agreement (2025-2026 and 2026-2027,) the parties agree to reopen Article VIII-Pay and Allowances, Article XI-Health and Welfare Benefits and up to three (3) Articles for each party.

ARTICLE II TERM OF AGREEMENT

2.1 The term of this Agreement shall run through August 31, 2027, or until a successor agreement is reached.

2.2 No sooner than 90 days (around June 1st) prior to the anniversary date, both parties shall meet and negotiate an agreement. An exchange of proposals will occur in March of the year prior to expiration.

2.3 It is the intention of the parties that this Agreement set forth the full and entire understanding of the parties regarding all matters set forth herein. Any prior or existing understandings or agreements pertaining to the matters set forth herein are terminated upon ratification of the Agreement.

2.4 It is agreed that the Association and the District will support this Agreement for its term, and will not seek change in any matter subject to the meet and negotiation process, except by mutual written agreement of the District and the Association.

2.5 In the event that any provision of this Agreement shall at any time be declared invalid by any administrative agency or court of competent jurisdiction, such decision shall not invalidate any other provisions of this Agreement, and all remaining provisions shall remain in full force and effect. Both parties agree to meet and negotiate on any deleted provisions within the confines of the law.

ARTICLE III RECOGNITION AND SCOPE OF BARGAINING UNIT

3.1 The District hereby acknowledges that the Association is the exclusive bargaining representative for all classified employees except those positions described in Appendix A.

ARTICLE IV LAYOFF AND REEMPLOYMENT

4.1 Reason for Layoff: A layoff shall occur only for lack of work or lack of funds.

4.2 Notice of Layoff: Any layoffs under Section 4.1 shall only take place upon sixty (60) days written notice. The District shall notify both the Association and the affected employees in writing no later than sixty (60) days prior to any planned layoffs. Any notice of layoffs shall specify the reason for layoff and identify by name and classification the employees designated for layoff. Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the sixty (60) day written notice requirement.

4.3 Reduction in Hours: CSEA shall have the right to negotiate the decision and effects of any reduction in regularly assigned time.

4.4 Order of Layoff: The employee with the least seniority in the affected classification plus seniority accrued from serving in a higher classification shall be laid off first. Seniority shall be "date of hire" in the class.

4.4.1 Equal Seniority: If two (2) or more classified employees subject to layoff have equal seniority, the determination shall be made by lot.

4.5 Bumping Rights: An employee laid off from his/her present class may bump into a lower class for which he/she is qualified and possesses seniority as defined in 4.4. The employee may continue to bump into lower classes to avoid layoff.

4.6 Layoff in Lieu of Bumping: An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this agreement.

4.7 Reemployment Rights: The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff. Employees named on the list are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in their former class, or in a lower class if so elected, in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months and apply for vacant positions for which they qualify in compliance with Tucker-Grossmont. An employee on a reemployment list shall be notified of promotional opportunities.

4.8 Voluntary Demotion or Voluntary Reduction in Hours: Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be at the employees' option, returned to a position in their former class or to positions with increased assigned time as vacancies become available within a sixty-three (63) month period, except that they shall be ranked in accordance with their seniority on any valid reemployment list. All employees serving in restricted, temporary or substitute positions within the job classification being laid off must be terminated first before regular employees can be laid off.

4.9 Retirement in Lieu of Layoff

4.9.1 Any employee in the bargaining unit may elect to accept a service retirement in lieu of

layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose.

4.9.2 The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with Section 4.7 of this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code sections.

4.9.3 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

4.9.4 Any employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.

4.9.5 Any election to retire after being place on a reemployment list shall be retirement in lieu of layoff within the meaning of this section.

4.10 Seniority Roster: The District shall maintain an updated seniority roster indicating employees' class seniority and hire date seniority. In addition to the requirements of Section 5.5 such roster shall be available to the Association once a year and an updated roster upon notification of a layoff will occur.

4.11 Notification of Reemployment Opening: Any employee who is laid off and is subsequently eligible for reemployment (on the re-employment list) will be notified of any opening, for which they are eligible, in the class from which they were laid off or any lower class that is in the same job family. An employee, who is eligible for an opening, as stated above, will be notified before the vacancy is posted as an in-house opportunity. Notification will be by First Class Mail. Such notice shall be sent to the last known address given the District by the employee. The District shall attempt to contact eligible employees by telephone also.

4.12 Employee Notification to District: An employee shall notify the District of his/her intent to accept or refuse employment within five (5) working days following receipt of the reemployment notice.

4.13 Reemployment in Highest Class: Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

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

4.15 Reemployment Rights:

Upon reemployment within 12 calendar months after resignation, an employee shall be credited with all hours of sick leave which may have accrued and not taken prior to separation. For provisions of this section, employee shall be credited with former seniority if employed within twelve (12) calendar months.

4.16 Eligible employees who are laid off will receive two full months of District paid health insurance coverage after the effective date of layoff.

ARTICLE V ORGANIZATIONAL RIGHTS

5.1 Access: The Association shall have the right of access to employee work areas at reasonable times. Reasonable times for the purpose of this article shall mean before work, during breaks and lunch periods, after work, or for short periods during work hours at the discretion of the supervisor.

5.2 The Association has the right to use the District's bulletin boards in the space provided for the Association.

5.3 The Association may use the District's internal mail and e-mail system for the transmission of information.

5.4 The Association may use the District's facilities and equipment without charge at times when said facilities and equipment are not being used for education or District business. The Association must file a "Facility Use" form with the District. All supplies used are to be paid for by the Association.

5.5 The District will provide an updated seniority list of all bargaining unit employees thirty (30) days prior to layoff. The list will include hire date, current classification and any previous classifications held. In addition, the District will provide an updated seniority list of all bargaining unit employees annually to CSEA no later than November 1.

5.6 The District will provide, upon request, any public information pertinent to the responsibility of the Association.

5.7 A total of one forty-four hundred (144) hours per year (September - August) of paid release time shall be granted to Association representatives for the purpose of participation in local, regional, or State Association business. Such release time shall not be affected by Association participation in the grievance process, nor shall it be used for the purpose of re-negotiating this contract. Association representatives shall have the right to utilize release time to conduct union business, provided that the Chapter President gives a twenty four (24) hour advance notice to the District.

5.8 The right of paid leave time for up to three (3) CSEA chapter delegates to attend the CSEA Annual Conference.

5.9 All bargaining unit employees shall have access to a copy of the ratified contract and any ratified modifications on the District's Website within forty-five (45) days of its ratification by both parties. Printed copies of the Collective Bargaining Agreement will be made available upon request.

5.10 DISTRICT NOTICE TO CSEA OF NEW HIRES

5.10.1 The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via an electronic mail to CSEA. Please include the following information: full legal name, date of hire, classification, and site.

5.11 EMPLOYEE INFORMATION

5.11.1 "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.

5.11.2 The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

i. First Name;
ii. Middle initial;
iii. Last name;
iv. Suffix (e.g. Jr., III)
v. Job Title;
vi. Department;
vii. Primary worksite name;
viii. Work telephone number;
ix. Work Extension;
x. Home Street address (incl. apartment #)
xi. City
xii. State
xiii. ZIP Code (5 or 9 digits)
xiv. Home telephone number (10 digits);
xv. Personal cellular telephone number (10 digits);
xvi. Personal email address of the employee;
xvii. Last four numbers of the social security number;
xviii. Birth date;
xix. CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS);
xx. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

In the event no one is hired on any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

5.11.3 Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically

via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

i. First Name;
ii. Middle initial;
iii. Last name;
iv. Suffix (e.g. Jr., III)
v. Job Title;
vi. Department;
vii. Primary worksite name;
viii. Work telephone number;
ix. Work Extension;
x. Home Street address (incl. apartment #)
xi. City
xii. State
xiii. ZIP Code (5 or 9 digits)
xiv. Home telephone number (10 digits);
xv. Personal cellular telephone number (10 digits);
xvi. Personal email address of the employee;
xvii. Last four numbers of the social security number;
xviii. Birth date;
xix. CalPERS status ("Y" if in CalPERS; "N" if not in CalPERS);
xx. Hire date.

5.11.4 "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

5.11.5 The District shall provide CSEA mandatory access to its new employee orientations. CSEA and the District agree, that in lieu of the AB 119 ten (10) days' notice the District and CSEA agree the Orientation dates shall be the first Wednesday of the month at 8:00 am excluding the month of January. Both the District and CSEA agree that 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.

5.11.5.1 In the event the District conducts a group orientation, CSEA shall have one (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

5.11.5.2 In the event the District conduct one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

5.11.6 The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.

5.11.7 The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.

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

ARTICLE VI MANAGEMENT RIGHTS

6.1 The District retains, solely and exclusively, all the rights, powers, and authority exercised or had by them prior to the execution of this Agreement, or any others powers vested in the District by the California Education Code, or by other laws regulating, authorizing or empowering the District to act or refrain from acting except as expressly limited by a specific provision of the Agreement.

Included in, but not limited to, those duties is the right to:

supervise the work of its employees;
determine the times and hours of operation of the District pursuant to the terms of this Collective Bargaining Agreement;
determine the kinds and levels of services to be provided;
determine staffing patterns;
maintain the efficiency of District operations.

6.2 The Association recognizes and agrees that the District retain its rights to amend, modify, or rescind policies and practices referred to in this Agreement affected by an emergency. An emergency is considered an act of God, a natural disaster, or any other impending disaster which would interrupt the Districts' programs. When an emergency is declared, the District shall immediately notify and consult with the Association. The Association agrees that it will abide by such emergency decisions of the Board during the time of the declared emergency.

6.3 The District agrees that in regard to a declared emergency and decisions made therein that the Association shall have the right to subject such declaration and decision made therein to the provisions of the Grievance Procedure, Article XIII.

6.4 All current and future policies, rules and regulations of the District not in conflict with this Agreement shall remain in full force and effect, provided that this reference to such policies, rules, and regulations shall not be deemed to make such matters subject to the Grievance Article of this Agreement.

ARTICLE VII HOURS AND OVERTIME

7.1 Workweek: The regular workweek of a classified employee shall consist of five (5) consecutive days normally, Monday through Friday, of eight hours per day, forty (40) hours per week. The regular workweek may begin on Tuesday and finish on Saturday for certain classifications. Intended classifications are maintenance, grounds/custodian, mechanic, and shop attendant. Employees on alternate workweek shall receive a seven percent (7%) differential for hours worked on Saturday. Five (5) days' written notice shall be given prior to implementing a Tuesday-Saturday workweek. A Tuesday-Saturday workweek shall only be implemented for newly created positions for the above-mentioned classifications.

7.2 Each bargaining unit employee shall be assigned a fixed, regular and ascertainable minimum number of hours. The regularly assigned workday may be less than eight (8) hours per day.

7.3 Notwithstanding the provisions of the Education Code, the workweek shall consist of not more than five (5) consecutive working days for an employee having an average workday of four (4) hours or more during the workweek. Such employee shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the workweek at a rate of equal to one and one half times the regular rate of pay of the employee designated and authorized to perform the work.

7.4 When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest seniority who meets the requirements and qualifications of the position. (If no employee has the specific requirements and qualifications, the assignment shall be offered to the employee in the appropriate class with the greatest seniority). If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of seniority until the assignment is made.

7.5 Any hours worked in excess of eight (8) hours in one day or forty (40) hours in one week shall be deemed overtime and paid at the time and a half in pay or compensatory time.

7.6 All employees who work at least six (6) hours or more will receive a duty free lunch period of at least one-half hour, but not more than one hour. Lunch periods are on a non-paid status. An employee required to work during his/her lunch shall receive pay at the rate of time and one-half for all time worked during his/her normal lunch period.

7.7 All employees shall be granted paid rest periods which, insofar as practicable, shall be near the middle of each work period, except as provided in 7.8, at the rate of fifteen (15) minutes per four (4) hours worked or on a pro-rata basis for those employees who work two (2) hours or more. Break times to be determined by the employee's supervisor.

7.8 Rest periods of a total of thirty (30) minutes on special work shifts shall be scheduled by the supervisor.

7.9 If an employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the employee is entitled to vote, the District shall arrange for such voting time by the employee without pay.

7.10 All hours worked on holidays designated by this Agreement shall be at one and one-half the

regular rate of pay. (An employee would also receive his regular rate of pay, and would, therefore, receive a total of two and one half (2 1/2) times his/her regular rate of pay for all holidays worked).

7.11 Any regular, full-time employee in the bargaining unit whose assigned work shift commences between 2:00 p.m. and 6:00 a.m. shall be paid a shift differential of five percent (5%) per month above the regular rate of pay for all hours worked.

7.12 A night custodian who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift.

7.13 An employee in the bargaining unit may have the option to elect to take compensatory time off in lieu of cash compensation for overtime work or extra work, as defined in 7.13.1. Such election shall be submitted to the employee's immediate supervisor in writing within five (5) days following the time the overtime or extra time was worked.

7.13.1 Overtime is defined in 7.5 of this contract. Extra time is defined as time earned in excess of an employee's regularly scheduled workweek but less than eight (8) hours per day. Compensatory time off shall be granted at the appropriate rate of overtime or extra time in accordance with this article.

7.14 Compensatory time shall be taken at a time mutually agreeable to the employee and the District within the fiscal year earned. In any case, if the compensatory time is not taken in the fiscal year earned, such time shall be paid at the overtime rate, if applicable.

7.14.1 Compensatory time earned at the extra time rate shall be taken at a time mutually agreeable to the employee and the District and within the fiscal year in which it was earned. In any case, if the compensatory time is not taken within the fiscal year in which it was earned, such time will be paid at the employee's regular rate of pay. Limits of compensatory time earned shall be as follows:

10 month employee - 20 hours
11 month employee - 30 hours
12 month employee - 40 hours

Any hours earned in excess of the amounts listed above shall automatically be paid on a month-to-month basis throughout the fiscal year.

7.14.2 The above sections (7.13 - 7.14.1) were negotiated to conform with 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

7.15 Overtime and extra time shall be distributed among employees of a department as equally as is practical and balanced over a three (3) month period except as noted in Article XVI - Transportation Hours and Assignments.

7.16 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 of pay at the appropriate rate of pay under this Agreement.

7.17 An 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 appropriate rate of pay under this Agreement. A previously scheduled work assignment, duty, or professional development that requires a return to work does not constitute a call-back.

7.18 An employee shall have the right to reject an offer or request for overtime, callback or call in except in the case of an emergency. In order to secure availability for weekend issues, the District shall establish a rotational list based on an employee's seniority.

7.19 Each employee shall have his/her hours fixed and assigned in writing at the time of initial employment and once annually. The District may adjust the start time and end time of the employee's fixed schedule to accommodate summer and holiday period hours by providing at least two (2) weeks advance notice. The District has flexibility throughout the year to modify the start/ending times up to thirty-(30) minutes by providing the affected employees with at least five (5) working day notice.

ARTICLE VIII PAY AND ALLOWANCES

8.1 The regular rate of pay for each position in the bargaining unit shall remain as provided in the Salary Schedule found in Appendix A of this Agreement.

8.2 All employees in the bargaining unit shall be paid once per month. Checks will normally be delivered on the last working day of the month except if the normal pay date falls on a holiday the paycheck shall be issued on the preceding workday.

8.3 Any payroll error resulting in insufficient payment for an employee shall be corrected and a supplemental check issued not later than five (5) working days after the employee provides notice to the payroll department.

8.4 Any paycheck for an employee which is lost, or not delivered within five (5) days if mailed, shall be replaced as soon as practicable following the employees' notification to the payroll department of the check's disappearance.

8.5 Any employee who receives a change to a higher classification shall be placed on the appropriate range and step of the new classification which will insure at least a five (5) percent increase in pay as a result of the change in classification when step and range allows.

8.6 Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the rate approved by IRS per mile for all miles driven on behalf of the District.

8.7 Longevity schedule shall be as follows: Effective January 1, 2025, 10 years of service, $50.00 monthly; 15 years of service, $70.00 monthly; 20 years of service $90.00 monthly; 25 years of service, 110.00 monthly; and 30 years of service at $130.00 per month shall be paid.

8.8 Employees working normally only on days when school is in session shall have their salaries computed on the number of paid days, including vacation and holidays, and paid in ten (10) equal payments unless otherwise requested by the employee. Days worked in excess shall be compensated at the regular or overtime rate whichever is applicable.

8.9 Any employee in the bargaining unit who, as a result of work assignment, must have meals or lodging away from the District shall be reimbursed for the full cost of the meals or be provided meals by the District. The guidelines for meals and lodging shall be based upon Board Policy #3350 and Regulation 3350.

8.10 The District will pay the agreed upon contribution to PERS for all classified regular employees working 20 hours per week or more.

8.11 Should the cost of the total PERS payment on behalf of covered employees in the classified service exceed 18.00% in any year, covered employees will pay any amount in excess of 18.00% not to exceed a total of 7.0%. Employees hired after July 1, 2011, shall pay the full employee share of PERS (seven percent – 7.0%).

8.12 Designation of 10, 11, and 12 Month Employees:
Ten (10) month employees work either 149, 166, 180, 186, 190, 193, or 195 contract workdays.
Eleven (11) month employees work either 200 or 205 contract workdays.

Twelve (12) month employees work 260 contract workdays.

8.13 In any year where the work year consists of 261 possible workdays for twelve month employees, the work calendar for those employees shall be modified so that there totals only 260 days. One day shall be considered a non-work, non-paid day to be taken with the approval of the immediate supervisor.

8.14 The salary schedule for classified employees shall be increased by one percent (1.0%) effective July 1, 2024. Retroactive pay would be on contracted hours only and not include extra time or overtime worked. Should any other bargaining units receive a higher salary schedule adjustment than received by CSEA, the parties agree to reopen negotiations to address compensation.

8.15 The 2024-2025 classified salary schedule shall be increased by 2.5% effective July 1, 2025. Retroactive pay would be on contracted hours only and not include extra time or overtime worked. Should any other bargaining units receive a higher salary schedule adjustment than received by CSEA, the parties agree to reopen negotiations to address compensation.

ARTICLE IX EMPLOYEE EXPENSES AND MATERIALS

9.1 The District shall pay the full cost of the purchase, lease, or rental of uniforms, equipment, identification badges, emblems, aprons, hairnets, and cards required by the District to be worn or used by employees.

9.2 The District agrees to provide all tools, equipment, and supplies reasonably necessary for performance of work assignments.

9.3 The District shall compensate an employee for loss, damage, or destruction of personal property, excluding vehicles, not to exceed $225.00 per year, in the course of employment, by arson, burglary or vandalism. Employee must file a report with the police.

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

9.4.1 Bus drivers are expected to take the annual physical, provided through the health and welfare program, and include the bus driver certification as part of their physical examination. The District will reimburse a maximum of $125.00 if an employee cannot coordinate with the annual physical coverage included with any Health and Welfare Benefit coverage of the employee or employee's spouse.

9.5 The District, upon the request of an employee, will provide for the defense of any civil action or proceeding brought against him/her in his/her official or individual capacity or both, on account of an act or omission in the scope of his/her employment as an employee of the District provided that: a) the employee was serving within the scope of his/her employment; b) the employee was not engaged in a fraudulent, corrupt, or malicious action; or c) this provision in no way implies that the District is responsible for providing for the defense of an employee in a proceeding brought by the District against the employee or for the defense of an employee in an administrative proceeding.

9.6 The District agrees to provide safety footwear up to $150.00 for full-time individuals working in the custodial, child nutrition warehouse, warehouse, mechanics, grounds and maintenance classifications.

9.6.1 Eligible employees may choose from two (2) types of safety footwear:
- a. Steel-toe, slip resistant, and waterproof
- b. Composite-toe, slip resistant, and waterproof

9.6.2 The $150.00 allowance shall not be used to cover the additional cost of any accessories (extra laces, insoles, polishing materials, protective oils, etc.).

9.6.3 Safety footwear must be purchased from a District authorized vendor and direct billed to the District. Reimbursements for safety footwear purchased from unauthorized vendors will not be given.

9.6.4 New hires must successfully complete six (6) months of service before becoming eligible for District provided boots. Prior to receiving District provided boots, new hires shall be required to wear slip resistant, waterproof footwear.

9.6.5 Safety footwear acquisition shall occur during the month of October each year.

9.7 The District will provide waterproof rain jackets, as needed, to custodians and warehouse staff.

ARTICLE X VACATION PLAN

10.1 Full time regular employees are eligible for vacation in accordance with the number of months worked. Vacation time will be prorated for regular employees who work less than full time.

10.2 If a holiday falls during an employee's vacation, the extra day shall be added to the vacation.

10.3 During their first year, employees shall have their vacation pay prorated to June 30th.

10.4 Vacation pay for full time regular employees shall be accumulated in the following manner:

1 - 5 years	10 days
6 -10 years	12 days
11-15 years	16 days
16-19 years	18 days
20 -24 years	20 days
25+ years	21 days

10.5 Employees may accumulate, and carry over into the succeeding year an amount equal to their vacation accumulation for one year.

10.6 Vacation will be scheduled in accordance with the work needs of the District, and the employees desired time off. Schedules will be developed in advance, and employees with the highest seniority will be given first opportunity; however, once an employee has determined the time, he/she desires, they may not bump someone with lower seniority, unless that person agrees.

10.7 If the District, because of operating needs, does not permit any employee from taking all or part of their vacation, the employee may accumulate it for the following year in accordance with 10.6 or be paid in cash for the portion that was denied.

10.8 If, while on a vacation leave, an employee becomes eligible for another type of leave provided by this Agreement, the employee may request transfer to the other type of leave without return to service if the employee supplies notice and supporting information for the type of leave requested.

ARTICLE XI HEALTH AND WELFARE BENEFITS

11.1 Accident/Health/Dental/Vision Insurance: The District will provide all employees who work in excess of thirty (30) hours per week on a regularly scheduled basis, a contribution toward the benefit programs described in Appendix C.

11.1.1 Any employee who is eligible and receiving Health and Welfare Benefits as of October 21, 1992 shall not be affected by the change in eligibility as outlined in 11.1 above.

11.1.2 Should an employee receiving Health and Welfare Benefits under the provisions of 11.1.1 above have their hours reduced to between four (4) and six (6) hours during the term of this Agreement, said employee shall continue to receive the Health and Welfare Contribution outlined in Section 11.5 to follow.

11.2 The District will pay 100% of District' contribution at the time of retirement toward payment of the District's health and welfare plan for any employee and spouse who retires after reaching his/her fifty-fifth (55) birthday, and up to the sixty-fifth (65) birthday provided said employee has served ten (10) consecutive years with the District prior to retirement and have participated in the District's health and welfare coverage during that time. A Board approved leave shall constitute service in the District for the purpose of eligibility for this benefit.

For employees hired after July 1, 2014, the District will pay 100% of District's contribution at the time of retirement toward payment of the District's medical plan for any employee who retires after reaching his/her fifty-fifth (55th) birthday, and up to the sixty-fifth (65th) birthday provided said employee has served ten (10) consecutive years with the District prior to retirement and have participated in the District's health and welfare coverage during that time. A Board approved leave shall constitute service in the District for the purpose of eligibility for this benefit.

Health Benefits for eligible retirees hired after July 1, 2024, may be changed to include the employee's spouse.

11.3 Employees on Board approved leaves of absences without pay, other than sick leave, shall have the option of continuing to receive active employee accident/health/dental/vision insurance coverage for the period of leave upon quarterly reimbursement to the District at the regular group rate.

11.4 The District will provide employees who work twenty (20) hours or more per week with a term life insurance policy in the face amount of $50,000.00.

11.5 The District shall contribute, but not exceed, the following amount toward health and welfare benefits. The benefit year is defined as October through September.

2024-2025 benefit year	$15,853.80 ($1,321.15 per month)
2025-2026 benefit year	$16,777.80 ($1,398.15 per month)

11.6 No change in provider or coverage of health and welfare benefits shall be made during the life of this Agreement, until either or both are negotiated between both California School Employees Association and the District.

11.7 An employee retiring under 11.2 above and who having reached age sixty-five (65), may have the option to continue health and welfare coverage under the District plan, at no cost to the District.

11.8 Consultation, Position Combinations as it relates to Article XI:

11.8.1 CSEA shall have the right of consultation with the Dinuba District regarding implementation of the provision contained in 11.1 of the Agreement between the parties.

11.8.2 The District shall attempt to offer additional hours to part-time employees in the bargaining unit (combine positions) so that more employees in the bargaining unit may secure additional hours without causing the District to incur a Health and Welfare contribution liability.

11.8.3 Positions shall be offered by classification with District-wide seniority being a controlling factor if the applicant meets the qualifications for the vacant position.

11.8.4 CSEA and the District will meet to consult on the process and any alternatives that might facilitate the selection process.

11.9 Health, Dental and Vision Coverage for Six (6) Hour Contracted Employees:

11.9.1 Benefits provided for six hour employees include Bronze Level for Health, Dental and Vision Insurance.

11.9.2 Health, Dental, and Vision coverage shall be for the employee only.

11.9.3 Six hour employees may choose to add Bronze Level Health coverage for eligible dependents by paying 100% of the additional premium cost.

11.9.4 Six hour employees shall participate in the Section 125 plan to receive the benefit of pre-tax payment for their portion of the coverage premiums.

11.9.5 Six-hour employees' annual benefit costs shall be shared by the employee and the District based on the following ratio: 17.5% for the employee contribution and 82.5% for the District's contribution. Effective July 1,2025, the ratios will be 15.25% for the employee contribution and 84.75% for the District's contribution.

11.9.6 Six hour employees may choose to opt out of coverage. There will be no compensation for those choosing to opt out.

11.9.7 Six hour employees must pick up all three (3) plans (Health, Dental and Vision) for the plan year.

ARTICLE XII LEAVES OF ABSENCE

12.1 Bereavement Leave: Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of five (5) day in state and seven (7) days if travel is 250 miles or more each way. Immediate family is defined as husband, wife, registered domestic partner, father, mother, sister, brother, brother-in-law, sister-in-law, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, grandmother or grandfather of spouse, son-in-law, daughter-in-law, grandchild, or any relative of either spouse who is living in the immediate household of the employee.

12.2 Jury Leave: An employee shall be entitled to as many days of paid leave as are necessary when he/she is required to serve on a jury. Days of absence, because of jury duty, shall not be charged against an employee's sick leave. Stipends for jury duty, except for meals, mileage, and parking allowance, shall be turned over to the District and the employee will receive no reduction in regular pay, fringe benefits, or other benefits which the employee would normally receive. Employees who serve at least four (4) hours of jury duty (not including travel time) are not required to report for any work assignment later that day. If an employee serves less than four (4) hours of jury duty, that employee shall return to work to complete the remaining hours of their normal workday. If an employee is notified to be on call for a possible afternoon reporting time, that employee shall be provided one (1) hour travel time to report for jury service

12.3 Official Witness Leave: When an employee is required to appear in court as an official witness, under subpoena, which appearance is not brought about through his/her connivance or misconduct, such employee shall be released and paid full wages for the required period. Any witness fees paid shall be turned over to the District. Employees working day shift that are excused from the Court by noon are expected to return to work. Employees working evening shift who are excused from the Court after twelve noon shall be excused from work for that day.

12.4 Sick Leave

12.4.1 Leave of Absence for Illness or Injury: An employee employed five (5) days a week by a school district shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.

12.4.2 An employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

12.4.3 An employee employed less than five days per week shall be entitled, for a fiscal year of service, to that proportion of twelve days leave of absence for illness or injury as the number of days he/she is employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled. Pay for any such absence shall be the same as the pay which would have been received had the employee served during the day of illness. 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 taken at any time during the year. However, 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.

12.4.4 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

12.4.5 The 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.

12.4.6 The District may request a physician's verification for any illness claimed under section 12.4 that exceeds three (3) consecutive days of absence or suspected abuse of leave.

12.5 Industrial Accident and Illness Leave: In addition to any other benefits that an employee may be entitled to under the Workers' Compensation laws of this state, employees successfully completing their first probationary period shall be entitled to the following:

12.5.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to not less than sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a 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.

12.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day.

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

12.5.4 Any time an employee on Industrial Accident or Illness Leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

12.5.5 When all available leaves of absence have been exhausted and the classified employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position be placed on a reemployment list for a period of thirty-nine (39) months to be employed in a vacant position in the class of his/her previous assignment. An employee who fails to accept an appropriate assignment after being medically released shall be dismissed.

12.6 Extended Illness Leave: Each employee in the bargaining unit shall once a year be granted up to one hundred (100) days of paid sick leave once their accumulated sick leave has been exhausted. Each day of extended sick leave shall be compensated not less than fifty percent (50%) of the employee's regular salary.

12.7 Break In Service: No absence under any paid leave provisions of this article shall be considered a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

12.7.1 No period of unpaid absence of less than 120 calendar days shall be considered a break in service for the purposes of earning seniority under this Agreement.

12.7.2 Upon return, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months except that during such time the individual will not accrue vacation, sick leave, holidays, or other leave benefits.

12.8 Leave of Absence for Personal Necessity: Under this section, the employee may use at his/her election in case of personal necessity, a leave of absence up to seven (7) days per school year, which shall be deducted from his/her regular accumulated sick leave for the following purposes:

12.8.1 Death or serious illness of a member of his/her immediate family. Serious illness is defined as situations where the employee is needed to take care of a member of the immediate family who is in need of assistance, or cases where the employee is needed to take a member of the immediate family to a doctor or hospital.

12.8.2 Accident involving his/her person or property or the property of a member of his/her immediate family.

12.8.3 Appearance in any court, or before any administrative tribunal as a litigant, party, or witness under subpoena or order made with jurisdiction. Refer to 12.3.

12.8.4 Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, and necessitate immediate attention, and cannot be taken care of after work or on weekends.

12.8.5 Upon returning to work, if an employee wishes to use personal necessity leave, he/she shall submit on the appropriate District form stating the number of days to be deducted from regular accumulated sick leave. When the District has reasonable doubt that an employee request for personal necessity leave is invalid, the District may require proof either by legal document or other proof that the leave conforms to the provisions of personal necessity leave. The immediate family means the mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren of the employee, grandparents of the employee or spouse, son-in-law, daughter-in-law of the employee, or any relative of either the employee or spouse who is living in the immediate household.

12.8.6 One (1) day per year of personal necessity leave may be utilized for the death of relatives who are not members of the immediate family (Aunt, Uncle, Niece, or Nephew).

12.9 Maternity Leave: Any employee who is pregnant shall be entitled to the use of sick leave for maternity purposes when there is a disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom.

12.9.1 Employees experiencing a disability as described above shall have the option of either receiving or not receiving pay during the period of disability. Each day for which such pay is received shall be charged against the employee's accumulated sick leave.

12.9.2 The length of the maternity leave period, including the date on which it shall commence and the date on which it shall end, shall be determined by the employee's physician.

12.9.3 An employee on child-rearing leave of absence as described in section 12.10 will be entitled to receive the benefits of 12.9.1 and 12.9.2 during any period of such leave when she experiences a disability as herein defined.

12.10 Child-Rearing Leave: An employee who is the natural or adoptive parent of a child may be granted an unpaid leave of absence for the purpose of rearing his/her child. Such leave shall be for a maximum period of three (3) months and may be granted upon giving the District four (4) weeks notice prior to the anticipated date on which the leave is to commence.

12.11 Military Leave: An employee shall be entitled to any Military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of Military leave. The employee shall attempt to have all Military reserve activities scheduled during a period that best meets the District needs. If necessary, the Superintendent shall assist the employee in scheduling these reserve activities.

12.12 Personal Business Leave: A unit member will be entitled to two (2) days of paid personal business leave per school year for business transactions which do not fall under the present provisions of personal necessity leave. No reason need be given for use of the leave beyond establishing the following conditions:

12.12.1 A unit member shall not use personal business leave, or any other authorized leave of absence, which would interfere or disrupt the normal educational activities of the school District as determined by the Supervisor.

12.12.2 Personal business leave cannot be added onto the use of any other leaves, vacation, or sick leave, nor can it be used for the purposes of supplementary income. It is non-cumulative.

12.12.3 Prior to taking personal business leave, the unit member must inform his/her immediate supervisor in writing citing the general reasons at least twenty-four (24) hours prior to the use of such leave. (i.e. private family matters).

12.12.4 Personal leave will be deducted from accrued sick leave.

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

12.14 Family and Medical Leave Act: The District agrees to comply with applicable provisions of the Family and Medical Leave Acts of the State of California and the Federal Government. The parties agree that the provisions of Family and Medical Leave Act will apply to any employee of

the District who receives Health and Welfare Benefits as prescribed in Article XI Health and Welfare Benefits, sections 11.1 and 11.1.1.

12.15 Catastrophic Leave Program

12.15 1 An employee who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of eligible leave credit under the catastrophic leave program. "Eligible leave credits" means vacation and sick leave accrued to the donating employee.

12.15.2"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 immediate family and the 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/she has exhausted all of his/her sick leave and other paid time off.

"Immediate family" is defined as husband, wife, registered domestic partner, father, mother, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, or any relative of either spouse who is living in the immediate household of the employee.

12.15.3 Upon requesting donations under this program, the employee shall provide verification of the catastrophic injury or illness.
Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.

12.15.4 The Superintendent or designee shall determine:

14.15.4.1 That the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury, and

14.15.4.2 That the employee has exhausted all accrued paid leave credits such as vacation, sick leave and compensatory time.

12.15.5 When the above verification and determinations are made, the Superintendent or designee may approve the transfer of accrued vacation and sick leave credits to the catastrophic leave bank. Compensatory time may not be used as a donation

12.15.6 The Superintendent or designee shall inform employees of the means by which donations may be made in response to the employee's request. A window period for making donations shall be opened and advertised throughout the district.

12.15.7 Any employee, upon written notice to the District, may donate accrued vacation and/or sick leave credits to the requesting employee at a minimum of **a** workday equivalent. All transfer of vacation and sick leave credit shall be irrevocable. Any unused sick leave/vacation credits available for catastrophic use at the end of the fiscal year shall be carried over into the ensuing year.

12.15.8 To ensure that employees retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than 10 days.

12.15.9 Benefiting employees may use donated leave credits for a maximum of 6 consecutive months.

12.15.10 An employee who receives paid leave pursuant to this program shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.

12.15.11 Donor and recipient forms for participation in the program shall be made available as needed.

12.15.12 If, at the conclusion of the illness, injury, or episode, all donated days have not been used, the remaining days shall be applied to an "overflow" bank of sick leave to be available for use by the next approved catastrophic leave.

12.16 Leave Balances

12.16.1 Leave balances are available on an ongoing basis through Digital Schools.

ARTICLE XIII GRIEVANCE PROCEDURE

13.1 Definition: A grievance is defined as any complaint of an employee, employees, or the Association involving the interpretation, application, or alleged violation of this Agreement. It is the intent of the parties to equitably resolve grievances at the lowest possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of the grievance.

13.2 Days: For the purpose of this Article, shall be defined as all those days that the District Office is open for the conduct of normal business.

13.3 Step One: An aggrieved employee should present directly his/her grievance to his/her immediate supervisor. The grievance shall be submitted orally. If the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step Two.

13.4 Step Two: An aggrieved employee should present directly, or through his/her job representative, his/her grievance to his/her immediate supervisor in writing within ten (10) days of the occurrence, or when the employee could reasonably be expected to have knowledge of the occurrence. The immediate supervisor shall respond in writing within five (5) working days of the submission of the grievance. Beginning at Step Two of the grievance procedure, the grievant may elect to represent himself/herself rather than have CSEA provide representation. If the grievant elects to represent himself/herself at this step, or at any later step, the Association shall be relieved of any further obligation of representation. The employee shall state his/her intention of self- representation in writing.

13.5 Step Three: If the grievance is not satisfactorily adjusted at Step Two, the grievant, or the Association, may submit the grievance in writing to the District Superintendent within five (5) working days of the receipt of the response in Step Two, or within five (5) working days after a lack of response in Step Two. Within five (5) working days of the receipt of the grievance at Step Three, the Superintendent or designee will meet with the grievant in an attempt to resolve the grievance. Within ten (10) days or less after this meeting the Superintendent or designee shall respond in writing to the grievant and the Association.

13.6 Mediation Step (Step Four): If the grievance is not satisfactorily adjusted at Step Three, the Association may request that the matter be heard in Mediation. A mediator from the State Mediation and Conciliation Service shall hear the grievance in an attempt to resolve the matter.

13.7 Step Five: If the grievance is not satisfactorily adjusted in Step Four, the Association shall submit the grievance in writing to an arbitrator chosen jointly by the District and the Association. If parties cannot jointly agree on an arbitrator within ten (10) days, the State Mediation Service shall be requested to furnish a list. The parties may jointly select or each party strikes until one name remains. The costs of the arbitrator shall be jointly shared. All other costs shall be borne by the party incurring the cost. The decision of the arbitrator shall be made in not more than thirty (30) calendar days after conclusion of the hearing and shall be final and binding on the parties. The arbitrator may not amend or change the language of the contract in rendering a decision.

13.8 Each of the formal requirements and time limitations stated herein for the processing and determination of grievances shall be strictly adhered to; provided, however, that any such time

limits may be extended by the express mutual agreement of both parties.

13.9 Group Grievance: If the grievance involves more than one employee, the grievance may be filed in common.

13.10 Policy Grievance: If a decision is made by the District which would give rise to a grievance affecting all members of the bargaining unit, the grievance may be submitted by the Association at Step Three.

13.11 Employee-Processed Grievance: An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement. The Association will be provided copies of any grievance filed by employees directly and any response by the District. Prior to resolution, the Association will be given a copy of the proposed resolution, and given opportunity to file a written response. The time taken by the Association to respond shall be added to the response time limitation required for the District response. The Association may appeal any settlement inconsistent with the terms of this Agreement.

13.12 The District shall make available for testimony in grievance hearings any District employee whose appearance is necessary. The employee shall suffer no loss in pay.

13.13 The grievant and the Union steward shall be entitled to reasonable release time to process a grievance during the normal working hours with no loss of pay or benefits.

13.14 All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file and shall be available for inspection only by those management, supervisory, and confidential employees directly involved in the grievance procedure.

ARTICLE XIV EVALUATION, EMPLOYEE RIGHTS, GROUNDS FOR DISMISSAL

14.1 Evaluation, Permanent Employees

14.1.1 Each permanent employee shall be evaluated at least once annually and not later than May 15. Supervising administrators may designate appropriate classified management or certificated subordinates to make evaluations. An employee, however, receiving a rating of less than satisfactory may request a meeting with the supervising administrator. Evaluations shall be signed by both the evaluator and the employee, and when so signed, shall constitute notice to the employee of less than satisfactory service when the rating so indicates. The employee shall be given ten (10) workdays in which to write a response to his/her evaluation. Such response shall be attached to the related evaluation. No negative evaluation shall be based upon unverified hearsay statements.

14.2 Evaluation, Probationary Employee

14.2.1 New to the District: Those receiving original appointments shall be formally evaluated at least twice during their six (6) month or 130 working day probationary period, whichever is longer.

14.2.2 Appointment to a higher or lower classification: Those deemed probationary by virtue of appointment to a higher or lower classification shall be evaluated at least once during the promotional probationary period of six (6) months.

14.2.3 Probationary employees new to the District who are found to be less than satisfactory during their probationary period will be recommended for dismissal. Promotional probationary employees who are found to be less than satisfactory during their probationary period will be reassigned to the position they held immediately prior to the appointment to a higher classification.

14.2.4 Any classified employee who received a composite evaluation rating of less than satisfactory shall be provided a written explanation by the evaluator as to the specific reasons for such.

14.2.5 Nothing in this Agreement would prevent an employee from requesting a review of his/her evaluation by the next highest supervisor or administrator.

14.3 Employee Rights

14.3.1 Personnel Files: The personnel file of each employee shall be maintained at the District's central administration office. No adverse action of any kind shall be taken against an employee based upon materials that are not in the personnel file.

14.3.2 Employee shall be provided with copies of any derogatory written material. The employee shall be given an opportunity during normal hours and without loss of pay to initial and date the materials and to prepare a written response to such material before it is placed in the employee's personnel file. The written response shall be attached to the material.

14.3.3 An employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior

to the employment of the employee involved.

14.3.4 All personnel files shall be kept in confidence and shall be available 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.

14.3.5 Any person who places 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. Any written materials placed in an employee's personnel file shall indicate the date of such placement.

14.3.6 All derogatory materials shall be removed from the employee's personnel file and destroyed after remaining in the file for a period of two (2) years.

14.4 Demotion, Suspension, or Dismissal of Permanent Classified Employee

14.4.1 A permanent classified employee may be demoted, suspended or dismissed by the Superintendent or designee for cause as provided in this article, provided, however, that such action shall not be effective until written charges are filed and served upon the employee and the Board has taken action as herein provided except as expressly provided herein. (Section 14.10).

14.5 Grounds for the Disciplinary Action or Dismissal of Permanent Classified Employee

14.5.1 One or more of the following causes shall be grounds for suspension, demotion, or dismissal of any permanent classified employee:

14.5.1.1 Incompetence or inefficiency in the performance of the duties of this position.

14.5.1.2 Inability to perform assigned duties due to failure to meet job qualifications (including but not limited to failure to possess required licenses or failure to pass required tests).

14.5.1.3 Insubordination (including but not limited to, refusal to do assigned work).

14.5.1.4 Carelessness or negligence in the performance of duty or in the care or use of District property.

14.5.1.5 Discourteous, offensive, or abrasive conduct or language toward other employees, pupils, or the public.

14.5.1.6 Dishonesty.

14.5.1.7 Drinking alcoholic beverages on the job, or reporting for work while intoxicated or with evidence of alcoholic intake that would be offensive to his/her presence at work.

14.5.1.8 Addiction to the use of narcotics or a restricted substance, use of narcotics or restricted substance while on the job or reporting to work while under the influence of a narcotic or restricted substance.

14.5.1.9 Engaging in political activity during assigned hours of employment.

14.5.1.10 Conviction of any crime involving moral turpitude.

14.5.1.11 Arrest for a sex offense as defined in Education Code Section 44010.

14.5.1.12 Conviction of a narcotics offense as defined in Education Code Section 44011.

14.5.1.13 Repeated and unexcused absence or tardiness.

14.5.1.14 Abuse of illness leave privileges.

14.5.1.15 Falsifying any information supplied to the District, including but not limited to information supplied on application forms, employment records, or any District records.

14.5.1.16 Persistent violation or refusal to obey safety rules, regulations made applicable to public schools by the Board of Trustees or by an appropriate state or local governmental agency.

14.5.1.17 Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.

14.5.1.18 Any willful conduct tending to injure the ability of the District to fulfill its obligation to the public.

14.5.1.19 Abandonment of position.

14.5.1.20 Advocacy or overthrow of federal, state, or local government by force, violence, or other unlawful means.

14.5.1.21 Membership in the Communist Party.

14.5.1.22 Employees of the District who operate District vehicles must maintain a current valid California Drivers License with appropriate certifications to their current position held. Any incident that may affect the status of a driver's license must be reported to the District within three (3) working days. Failure to report any incident within three (3) working days will subject the employee to disciplinary action.

14.5.1.23 Theft.

14.5.2 This section shall not be construed to prevent layoffs for the lack of work or the lack of funds.

14.6 Notice of Proposed Disciplinary Action to Permanent Classified Employee: Notification to a permanent employee of a proposed disciplinary action shall be deemed sufficient when it is

delivered in person to the employee or when it is deposited in the U.S. Certified Mail, postage prepaid and addressed to the last known address of the employee. The notification shall contain the following:

14.6.1 A statement of the specific acts and omissions upon which the disciplinary action is based;

14.6.2 A statement of the cause for the action taken;

14.6.3 If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;

14.6.4 A statement of the action proposed by the Board;

14.6.5 A statement that the employee has a right to a hearing on such charges if demanded within five (5) days after service of the notice to the employee;

14.6.6 A card or paper, the signing and filing of which with the Board of Trustees or Superintendent shall constitute a demand for hearing, and denial of all charges.

14.7 Hearing on Suspension, Demotion, or Dismissal of Permanent Classified Employee: Not less than five (5) days after receipt of a demand for a hearing by a permanent employee who has been given notice of a proposed suspension, demotion, or dismissal, a hearing shall be scheduled. A hearing officer shall hold such hearing at a time and place designated by the Board. The employee shall be given at least five (5) days written notice of the time and place of a hearing unless such notice is specifically waived by him/her. The employee and the school administration shall be afforded equal opportunity to present evidence. The Hearing Officer shall make a recommendation to the Board of Trustees after the hearing. The Board of Trustees shall render a decision, which shall be final, but shall not preclude legal redress.

14.8 Waiver of Hearing on Suspension, Demotion, or Dismissal of Permanent Classified Employee: If the employee fails to make a timely request for a hearing, the Board of Trustees may act upon said charges without a hearing and without notice to the employee of the time and place of the Board's meeting to act on the charges.

14.9 Disciplinary Penalties Imposed by the Board: If the Board finds that sufficient cause exists, it may impose disciplinary action proposed by the Superintendent, or designee, or it may impose a lesser disciplinary penalty.

14.10 Immediate Demotion or Suspension Without Pay or Benefits of Permanent Classified Employee: If the Superintendent or designee determines that pending a Board of Trustees hearing on the demotion, suspension, or dismissal of a permanent classified employee, the immediate demotion, suspension of the employee without pay would be in the best interests of the District, the following procedure shall be initiated prior to imposing the demotion or suspension:

14.10.1 In addition to the written notice of the proposed disciplinary action as provided in 14.6, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based, and his/her right to respond to those charges both orally at a conference and in writing.

14.10.2 The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.

14.10.3 The demotion or suspension action should be discussed prior to its occurrence at a conference with the Superintendent or designee, during which time the employee shall have a right to present any rebutting evidence.

14.10.4 Nothing in this section shall be construed to prohibit an immediate interim five (5) day suspension without pay prior to notice and a conference where an immediate suspension is required in the best interest of the District and: the suspended employee is given written notice in person or by deposit in U.S. Certified Mail of the charges upon which the suspension was based within one (1) working day after suspension; the employee is notified of his/her right to file a written response or request a conference with the appropriate administrator; a reasonably timely opportunity is afforded the employee for a conference within five (5) days from the date of suspension.

14.10.5 Any employee charged with the commission of any sex offense as defined in Education Code Section 44010 or any narcotics offense as defined in Section 44011 of the Education Code by complaint, information or indictment filed in a court of competent jurisdiction may be suspended as provided for in Section 45304 of the Education Code.

14.10.6 Compensation for Loss of Salary During Demotion or Suspension Without Pay: If disciplinary action against the employee is not upheld by the Board of Trustees, or the Board fails to impose a lesser disciplinary action, the employee shall be compensated for any loss of salary resulting from a demotion or suspension without pay prior to the hearing.

14.10.7 Progressive Discipline

CSEA and the District support the concept of progressive discipline in order to remediate conduct that would otherwise result in termination. Accordingly, the steps listed below are progressive in nature and shall typically be followed in order, unless the nature or nexus to past offenses or the severity of the offense justifies otherwise.

1. Oral Warning.
   An oral warning with corrective suggestions shall be the first step, and shall not result in any written record or notations in the members District Office Personnel File.
2. Informal Written Warning.
   An informal written warning with corrective suggestions shall be given before any written reprimands are placed into a member's District Office Personnel File.
3. Formal Written Reprimand.
   - A formal written reprimand for placement into a member's District Office Personnel File. Members shall sign the reprimand and have the right to attach a response.
4. Suspension With or Without Pay.
   A loss of pay for a total period of time not to exceed twenty (20) days within one calendar year, except for periods of time needed to comply with due process. The length of suspension shall correlate with the severity of misconduct.
5. Termination.

A permanent separation from employment with the District.

14.11 GPS, Surveillance, and Cameras, and Related Technologies:

14.11.1 The primary intent of Global Positioning Systems (GPS), Surveillance, Cameras, and related technologies, is to improve student and employee safety, to enhance the way in which the District can promptly locate and protect its property, to reduce paperwork, and to increase efficiency.

14.11.2 Global Positioning Systems will be installed on all buses and white fleet. The District will ensure that employees affected by the use of the GPS and/or related technologies will receive proper notification of its installation and general capabilities. The primary purpose of GPS technology on District school buses and fleet vehicles is to monitor location of the vehicles and to ensure safety of students and driver in the event of accidents or emergencies.

14.11.3 The District will utilize proposed discipline standards in accordance with the CBA. The District will not use GPS, Surveillance Cameras or related technologies, as a primary impetus leading to discipline. The GPS, Surveillance Cameras and/or related technologies may be used for disciplinary evidentiary purposes. The District will not engage in random, arbitrary, or capricious surveillance of employees.

ARTICLE XV TRANSFERS, PROMOTIONS, VACANCIES

15.1 Definitions:

15.1.1 The term "transfer" shall mean an employee is relocated from one position to another position within the same classification.

15.1.2 The term "promotion" shall apply to a situation where a permanent employee applies for, is selected for, and accepts a new or vacant classification with a higher salary range than the employees' present salary range. An increase in hours in the same classification shall NOT be considered a promotion. Employees that have not attained permanent status within the District will be considered for promotion if they submit an application the same as external candidates from outside the District.

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

15.1.4 The term "workday" shall mean all those days that the District Office is open for the conduct of normal business

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

15.2 Posting: For at least five (5) workdays prior to being filled, vacancies shall be posted within the District at all major work sites and on Ed Join. Employees may apply for vacancies until the posting is closed. The posting shall include: the job title, a brief description of the position and duties, the necessary employment standards required for the position, the number of hours per day, regular assigned work shift times, days per week and months per year assigned to the position, the salary range, and the deadline for applying for the vacancy including 'open until filled'. In-house application form will include that the applicant is a current district employee applying for a transfer or promotion. Summer postings shall be posted on the District Website and at the District Office. Consideration in filling a vacancy shall be given to a permanent employee prior to hiring an outside applicant.

15.3 Transfer: Qualified employees within the same classification may request a transfer to a vacant position via a Transfer Request Form.

15.3.1 An employee shall be deemed qualified to request a transfer if the last two (2) performance evaluations are satisfactory and the employee meets the qualifications of the job description.

15.3.2 Seniority of employees shall be considered but shall not be controlling in the selection of employee transfers. If two employees are equally qualified for the position, seniority shall be the tiebreaker.

15.3.3 Qualified employees requesting a transfer shall interview with the site administrator. If a current employee is selected, the process is completed. A transfer request may not be granted if it will result in the movement of more than two (2) employees.

15.3.4 All transfer requests shall be effectuated prior to the promotion process. Should a vacancy not be filled by transfer, promotional candidates will be considered. If an internal candidate is not selected, candidates from the outside will be considered.

15.3.5 Involuntary Transfer: When the District believes a transfer to be in the best interests of the District, an involuntary transfer may be effectuated. The unit member concerned shall be notified in writing five (5) working days before the transfer shall take place. In emergency circumstances, the unit member shall be notified as immediately as possible. The unit member may request a conference with the appropriate manager to discuss the

reasons for transfer. Any involuntary transfer being considered for disciplinary reasons shall be processed under the disciplinary article.

15.3.6 Temporary Transfer When the District is aware that a transfer will be of a temporary nature (no more than 60 calendar days unless by mutual agreement), the District will make transfers from one District location to another in keeping with the operational needs of the District.

15.4 Promotion: Qualified employees may request a promotion to that vacant position via a Letter of Interest, updated Application and three (3) Letters of Reference. An employee may have an Application and Letters of Reference on file at the District Office for one (1) year to fulfill this requirement.

15.4.1 An employee shall be deemed qualified to request a promotion if the last two (2) performance evaluation are satisfactory and the employee meets the qualifications of the job description.

15.4.2 If more than two (2) qualified employees apply for the position, applicants will be evaluated on the basis of criteria listed in 15.9.1 below. All considerations being equal, the employee with the highest seniority will be awarded the position.

15.5 All current District employees who are qualified and meet the filing deadline shall be interviewed.

15.6 Physical Handicap: When an employee receives a physical handicap which makes it impossible for the employee to return to his/her present position, the District will try to find a work assignment which the employee can perform in a competent manner. The new work assignment may involve a lateral transfer, demotion, or promotion if the employee is qualified.

15.7 The Superintendent or designee shall have the authority to recommend to the trustees the appointment of employees to positions with the District. Such action shall be made in accordance with the employee's qualifications and the needs of the District.

15.8 Any employee denied a transfer/promotion may, within five (5) workdays may request from the Human Resources Department a meeting to discuss areas of improvement.

15.9 Interview Panel: One (1) CSEA bargaining unit member from an approved list who have been CSEA trained, shall be included on the interview panel for each vacancy not filled by 15.3.3 above.
CSEA will conduct the training at one of the Professional Development Days at the commencement of each school year.

15.9.1 In determining whether applicants are equally qualified, the interview panel shall consider factors including, but not limited to: qualifications, experience, interpersonal skills, adaptability, work history, and their performance in the interview and any testing process.

ARTICLE XVI TRANSPORTATION HOURS AND ASSIGNMENTS

16.1 Daily routes shall be assigned to bus drivers as far as practical on the basis of seniority.

16.1.1 In order to meet the needs of students and the instructional programs, bus driver hours (start, break, lunch, end) may be adjusted to accommodate special schedules such as Parent Teacher Conferences, Minimum / Early Release Days, Foggy Day Schedules, Special Field and Athletic Trips and Emergency Situations (i.e. Bus Evacuations, School Lockdowns).

16.2 Overtime hours and special trips shall be spread as evenly as possible on a rotation basis for all part-time and full-time mechanics and bus drivers, including all non-school days from the first working day to the last working day of the attendance year, except in cases where the employee refuses such overtime, and/or trips. A list of hours and trips will be posted for all employees.

16.3.1 It is understood that mechanics may be pulled from any rotation based on emergency needs of the District as determined by the Director of Transportation.

16.3 Drivers will not be paid for layovers beyond sixteen (16) hours.

16.4 Bus drivers will be allowed thirty (30) minutes preparation time prior to a trip, and fifteen (15) minutes after a trip for cleanup.

16.5 Bus drivers on special trips, but not limited to athletic events, field trips, and curricular trips who are required to remain with their buses, shall be paid for all standby hours at their appropriate rate of pay. Mechanics who drive on special trips shall be paid at the bus driver rate for hours worked.

16.6 All times when drivers are required to be with or near vehicle(s) shall be paid at regular or overtime at the appropriate rate.

16.7 When a vehicle is away from the District and is secured for the day, drivers shall be considered to be off duty. Drivers shall receive pay for the number of hours worked, but not less than eight (8) hours if on a Saturday, Sunday, or holiday. (Overnight trips only).

16.8 For all overnight trips, drivers shall receive all meals and lodging paid by the District or sponsoring agency at the District approved rate.

16.9 When employees are required to be with or near their vehicle(s), employees shall be paid for all meal breaks at the appropriate rate.

16.10 Expectations of availability and/or driving must be clearly delineated to the driver prior to any trip. Contingency plans should be discussed by the parties involved prior to the departure of any field trip.

16.11 An employee in the bargaining unit with a break of two (2) hours or more between shifts shall receive a five (5%) percent differential for all hours worked.

16.12 When summer work is available to part-time Bus Driver / Utility employees, the work will be

awarded based on the employee's seniority in the District. Examples of summer work include: driving, painting crew, ventilation crew, and office-utility work in the transportation department. Compensation for this work shall be as follows effective July 1, 2011:

Driving	Range 31
Painting Crew	Range 27
Ventilation Crew	Range 27
Office-Utility	Range 24

16.13 Overtime hours in Transportation will be reviewed at least quarterly at the Meet and Confer sessions for every school year.

16.14 All Transportation Department ten (10) month employees may have the option to accrue up to 30 hours of compensatory time per year in lieu of cash compensation for overtime work. Such time shall be used as detailed in Article 7 of this Collective Bargaining Agreement.

ARTICLE XVII SAFETY

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

17.2 No Discrimination: No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of section 17.1

17.3 Employees are expected to abide by all safety rules and regulations provided to them by the District. Violation of safety policies and practices will be reflected in the evaluation process.

ARTICLE XVIII INCENTIVE PAY AWARDS

18.1 Philosophy

The professional growth program for classified employees is designed through the Professional Growth Committee to promote activities which would assist the classified employee in acquiring the knowledge and skills needed to do his/her job well; to promote safe working practices and procedures; to provide the employee with opportunities to learn better and more efficient ways to do the job; to motivate the employee to reach and maintain acceptable levels of productivity and job effectiveness; and to encourage the employee to improve his/her relations with students, other employees, and the public.

18.2 Eligibility

18.2.1 Employees who have completed probationary period in paid status.

18.2.2 Employees who work four (4) hours per day or more and who have completed five (5) units of college or approved workshop units shall receive $20.00 monthly for each five (5) units per year up to a maximum of forty-five (45) units.

18.2.3 Employees working for fewer than four (4) hours per day shall receive one-half (1/2) of the District's contribution as authorized in 18.2.2.

18.3 Application

Employees must submit the "Incentive Award Application" form listing the courses and/or workshop(s) attended, to the Assistant Superintendent, Educational Services and Human Resources. Twelve (12) hours of workshop(s) or in-service are equal to one (1) unit. For adult school classes and ROP classes, the maximum units are 3 per class regardless of the number of hours. The same classes or workshops cannot be repeated for units toward salary incentive.

18.4 Approval of Units

18.4.1 The Assistant Superintendent, Educational Services and Human Resources. shall consider applications from employees, utilizing guidelines set forth in 18.1 and recommend to the Superintendent for final approval.

18.5 Exceptions

18.5.1 In-service activities participated in during what is considered the normal school working day, either in or out of the District, are not eligible for in service credit for salary adjustment.

18.5.2 Employees taking a course, workshop, etc., for college credit and being reimbursed by the District for tuition, fees, mileage, expenses, etc., are not eligible for in-service credit for salary adjustments.

18.5.3 Workshops which include normal work time of the individual and time other than regular work time will be evaluated, and hours attended outside of normal working hours will be given incentive credit.

18.6 Perfect Attendance - No days taken for any reason other than those allotted for bereavement leave, vacation (12 month only), and verified jury duty, shall receive a perfect attendance award

payable at the end of the fiscal year. Donations for Catastrophic Leave shall not count against the attendance award.

Effective July 1, 2019:

$650 annually for 12 month employees working 6 hours and up per day.

$575 annually for 11 month employees working 6 hours and up per day.

$500 annually for 10 month employees working 6 hours and up per day.

$250 annually for all other hourly employees.

For employees who have changed positions during the year, the incentive will be paid on the position they held for the longest period of time.

In the event of a catastrophic event, the parties agree to open the incentive Article for discussion and possible modification.

18.7 Employee Safety - Award made on a departmental basis with individuals within the department receiving $50.00 for 'no time off' safety standard payable on a semi-annual basis. The calculation shall be on a six month basis but payable at the end of the year.

ARTICLE XIX HOLIDAYS

19.1 The District agrees to provide all regular employees in the bargaining unit the following paid holidays:

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving, in lieu of Admissions Day
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King Day
Lincoln's Birthday
President's Day
Friday of Spring Recess
Monday after Easter
Memorial Day
Juneteenth

A total of sixteen (16) paid holidays for twelve-month employees.

19.2 Additional Holiday: 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 boards under the Education Code §45203, or its successor shall be a paid holiday for all employees in the bargaining unit.

19.3 The bargaining unit will be consulted prior to adoption of the school calendar. Consultation on the proposed calendar would commence on or before February 15 with a resolution by March 15. This time frame allows input into the school calendar and allows the Board to adopt the succeeding year calendar at a Board meeting in March of each year.

19.4 Employees in a paid status on the day before or the day following a holiday will be paid the holidays as listed in this article.

19.5 Employees in recess during the Christmas or spring recess who are on a paid scheduled day the day before recess or the first day after recess shall be paid for those holidays during the recess.

ARTICLE XX MEMBERSHIP AND DUES DEDUCTION

20.1 The District shall distribute CSEA supplied membership applications to new hires but shall not make any statement suggesting workers must join. The District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify the District for any claims arising from its compliance with this clause. This agreement (article) shall satisfy the District's duty to bargain the effects of the *Janus* decision.

20.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employees with regard to the employee's membership in CSEA, including, but not limited to automatic renewal yearly unless the employee 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.

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

20.4 Dues Deduction

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

20.4.2 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.

20.4.3 The District shall not be obligated to put into effect any new or changes deductions until the pay period commencing thirty (30) days or more after such submission.

20.4.4 There shall be no change by the District to CSEA for regular membership dues deductions.

20.5 Membership Information

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

20.6 Hold Harmless Provision

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

ARTICLE XXI: DRUG AND ALCOHOL TESTING:

21.1 The District and CSEA agree to comply with the required provisions of the Omnibus Transportation Employee Testing Act of 1991.

ARTICLE XXII: RECLASSIFICATION PROCEDURES

22.1 Reclassification shall be defined as the upgrading of a position to a higher classification as a result of an ongoing increase in the type of duties being performed by the incumbent in such position or due to a permanent change in technology, job duties or type of work that may alter the nature of the job.

22.2 A reclassification shall not occur to address an increase with workload of the same type of duties, temporary assignment(s) typically occurring less than five (5) days and no longer than fifteen (15) days, or duties undertaken on a voluntary basis without assignment by the immediate supervisor.

22.3 Procedures:

22.3.1 A request for reclassification shall be submitted to both the District Superintendent or his or her designee and to the President of CSEA Chapter 152 with required data no later than February15th of any year. Reclassifications may be initiated by the District at any other time to address an operational need. The District will meet to negotiate all such requests annually with CSEA. This negotiation process shall take place during the months of March, April, and May.

22.3.2 When either party seeks to effect a reclassification, he/she shall obtain a "Reclassification Request Packet" from the District Office and shall complete and submit the Reclassification Request Packet to the other party with all of the following data:

1. The class or position to be reclassified;
2. A copy of the existing job description and salary placement;
3. The proposed job description and salary placement;
4. Employees affected by the proposal and the proposed disposition of same;
5. The basis for the reclassification including a historical overview of the new duties and responsibilities.
6. Any other relevant information supporting the request.

22.3.3 The other party shall have thirty (30) working days from date of receipt of the reclassification proposal to respond. It may:

1. advise that it approves or denies the proposal;
2. call for a consultation session before referring the request(s) to the negotiation provisions of this Article.

22.4 Nothing in this section shall prevent an employee from exercising the rights set forth in Education Code Section 45110 respecting inconsistent duties which exceed five (5) working days.

This Agreement was modified and agreed upon this 4th day of March 2026.

For the District:

For CSEA Chapter #152

APPENDIX A

BARGAINING UNIT

The classified bargaining unit for the Dinuba Unified School District includes all classified employees of the District who are regular employees with the exception of the following classifications:

Accounting Assistant

Administrative Assistant/Benefits Technician

Budget Analyst

Business Service Secretary

Chief Business Official

Custodial Supervisor

Director of Facilities

Director of Information Technology

Director of Maintenance and Operations

Director of Nutrition

Director of Transportation

Executive Assistant to Superintendent/Board

Executive Assistant to the Assistant Superintendent

Human Resources Technician

Human Resources Technician I

Human Resources Technician II

Payroll/Attendance Technician

Personnel Assistant

Personnel Clerk

Personnel/Credentials Technician

Short-term employees and Substitutes

Student Information Systems Technician

APPENDIX B

CLASSIFIED EMPLOYEE SALARY SCHEDULE EFFECTIVE 7/1/25

APPENDIX C

GRIEVANCE FORM