Agreement

Between

Victor Elementary School District

And

Chapter 236

California School Employees Association

July 1, 2026 – June 30, 2029

July 2026

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AGREEMENT BETWEEN THE VICTOR ELEMENTARY SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION

PREAMBLE

This is an Agreement made and entered into between the Victor Elementary School District (hereinafter referred to as "District") and the California School Employees' Association, Chapter 236, an affiliate of the California School Employees' Association (hereinafter referred to as "Association"). This Agreement shall remain in full force July 1, 2026 and effect up to and including June 30, 2029. The parties shall notify each other in writing no later than 5:00 p.m. March 15, 2029 of its request to modify, amend, or terminate this Agreement.

Negotiations for the next Agreement shall commence within ten (10) working days after public notice requirements have been fulfilled.

ATTEST:

Allen Williams, Board President
Victor Elementary School District

Ruben Santos, President
CSEA, Chapter 236

ARTICLE 1
RECOGNITION

1.1 **RECOGNITION:** The Victor Elementary School District confirms its recognition of the California School Employees' Association, Chapter 236 (hereinafter referred to as "Association") as the exclusive representative for the classified bargaining unit as described herein.

1.2 **EXCLUSIONS:** The following are those classified positions which shall be excluded from the classified bargaining unit.

Confidential Employees	Noon Duty Supervisors
Supervisory Employees	Substitute and short-term employees as
Classified Management Employees	defined in Education Code Section 45103
Transportation Aide	

1.3 **INCLUSIONS:** All other classified positions not specifically excluded in Section 1.2 herein above shall be included in the bargaining unit.

1.4 **NEW CLASSIFICATIONS:** The District agrees that if subsequent to this Agreement it plans to create any new classification, it shall notify the Association of its plans, describe the classification (s) including proposed job title, job description, salary ranges, and the designation of the classification if included or excluded from the bargaining unit.

1.4.1. Every Bargaining Unit Member is entitled to a copy of the job description covering his/her position and a complete set shall be provided to the Association.

Bargaining Unit Members shall annually receive from the District a position description, a statement of salary, working hours, accrued sick leave and vacation days, by August 31, of each year.

1.4.2. Any change in the current job description(s)/duties which are within the scope of representation as defined by Government Code Section 3543.2 shall first be negotiated with the Association, and a copy given to the affected Bargaining Unit Member. However, in the event the District requires a Bargaining Unit Member to work out of class the provisions of Section 7.7 of this Agreement shall apply.

ARTICLE 2
DISTRICT RIGHTS

2.1 **POWERS AND AUTHORITIES:** It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the method and means of providing them; establish its education policies, goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budgetary procedures and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, transfer, (except as otherwise provided for in the Agreement) evaluate, promote, demote, suspend, terminate, and discipline employees. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and direction in connection therewith shall be limited by the specific and express terms of this Agreement, and then to the extent such specific and express terms are in conformance with law and current Association contract.

2.2 **EMERGENCY DECLARATION:** The District retains its right to modify or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board of Trustees or designated representative, in accordance with the terms and conditions contained herein.

2.3 **DEFINITION:** Emergency shall be defined as (1) consisting of an immediate physical threat to the health and/or safety of students or employees; (2) consisting of a fiscal and/or organizational threat to the continued operation of the District. The determination of whether an emergency exists is solely within the discretion of the governing board or its designated representative. The District shall notify the CSEA President or designee when an emergency declaration would possibly modify or rescind any policy or articles included in this agreement.

2.4 **FISCAL EMERGENCY:** In the event of a fiscal/organizational emergency, the District shall negotiate with the Association prior to the declaration of a state of emergency on matters within the scope of representation as defined in section 3543.2 of the Educational Employment Relations Act (EERA).

ARTICLE 3
ASSOCIATION RIGHTS

3.1 **RIGHT OF ACCESS:** Association President or designee and local field representative of CSEA may transact Association business with Bargaining Unit Members during lunch breaks, break times, and before and after work except as otherwise provided in this Agreement. It is agreed that Association representatives will notify site office of their visit.

3.2 **USE OF DISTRICT FACILITIES:** The Association shall have the right to use without charge: bulletin boards; mail boxes; District phones (excluding toll calls); other office equipment; District facilities and buildings. Such use shall not impair the operation of the District.

3.3 **BUDGET MATERIALS:** The District shall provide the Association with one copy of each Board Packet including financial statements and budget materials presented to the Governing Board at any open meetings.

3.4 **PAID RELEASE TIME:** Intent: It is the intent of this language to provide paid release time to handle District and/or Chapter 236 related business.

The Association President and/or Designee(s) shall have approved release time defined as:

- 1 day per month to attend cabinet meeting with balance of day available for district and/or chapter business.
- Attendance at CSEA State Association workshops
- Attendance at the CSEA Annual State Conference to include the President and allotted delegates
- Other district and chapter related business as needed upon approval

The Association President or Designee will give 24 hour notice to the Superintendent or Designee prior to paid release time for the above mentioned release time. Days granted to the Association under this section shall not be accruable from year to year.

Six (6) representatives designated by the Association shall be allowed necessary release time for negotiations. In addition to the six representatives, alternates may be invited to attend by mutual agreement of the parties.

3.5 **DISTRIBUTION OF CONTRACT:** Forty-five (45) days after this contract is ratified, the District shall provide to each Bargaining Unit Member a copy of this Agreement. The cost will be borne equally by both parties.

3.6 **POSTING, AGENDAS, AND NOTICES:** A copy of all Governing Board meeting agenda(s) and all employment vacancy notices shall be sent to the Association President; such agendas and notices shall be posted at work locations agreed to by the Association and the District.

3.7 **NEW BARGAINING UNIT MEMBER PACKET:** All newly-hired Bargaining Unit Members shall receive from the District a "New Employee Packet" which shall contain the following:

(A) Copy of Agreement between the District and the Association
(B) Insurance Booklet
(C) Bargaining Unit Member's Job Description
(D) Notice of Assignment which shall include:

(1) Employee Name
(2) Immediate Supervisor's Name
(3) Evaluator's Name
(4) Number of Contract Days
(5) Class
(6) Step
(7) Salary - Hourly and Monthly
(8) Anniversary Date

(E) School Calendar
(F) Evaluation Form (including dates to be evaluated)
(G) A CSEA designee shall be provided a reasonable amount of release time to meet with new hires at or near the time of hire to explain membership options, rights, leadership, etc.
(H) Board of Trustees

3.8 **BARGAINING UNIT MEMBER SUCCESS:** The District and CSEA will collaborate in planning the following staff development activities:

1. New Bargaining Unit Member Induction
2. Three days mandatory Professional Development trainings will be scheduled each school year to align with the District Visionary Mission Statement. These Professional Development days will be during the Bargaining Unit Members work calendar. Dates TBD each school year during calendar negotiations.

3.9 **EMPLOYEE LISTS:** On an annual basis the District shall make available to the Association a seniority list of all Bargaining Unit Members. Such list shall include job classification, hours worked per day, work site, and be complete up to and including September 30th of the current year.

ARTICLE 4
BARGAINING UNIT MEMBER RIGHTS

4.1 **PERSONNEL FILES:** Bargaining Unit Members shall have a personnel file which shall be confidential to the full extent required by law and shall be kept at the central District Office at all times. Inquiries concerning personnel files by any District Bargaining Unit Member shall be directed to the Assistant Superintendent of Personnel. The following conditions shall apply to personnel files:

4.1.1 **RIGHT TO INSPECT:** Materials in personnel of Bargaining Unit Members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which:

(a) were obtained prior to employment of the person involved;
(b) were prepared by an identifiable examination committee;

Bargaining Unit Members shall have the right to inspect such material upon request, provided that the request is made at a time when such person is not actually required to render services to the District. An appointment shall be made for such inspection.

4.1.2 **DEROGATORY INFORMATION:** Information of a derogatory nature shall not be entered or filed unless the affected Bargaining Unit Member is given ten (10) working days notice in writing of such material being filed. A Bargaining Unit Member shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Review and response of derogatory material shall take place during normal business hours, and the Bargaining Unit Member shall be released from any duty for the purpose of reviewing and responding without any loss of salary or benefits. Nothing in this section shall be construed as to prevent the affected Bargaining Unit Member from entering and having attached to any derogatory material a response within thirty (30) days.

Any material of a derogatory nature contained in a personnel file shall be signed by the preparer and the Bargaining Unit Member in question. If the Bargaining Unit Member refuses to sign the document his or her refusal shall be noted and witnessed by a third party on the document. In the event material of a derogatory nature is found, upon inspection of a personnel file, which has not been signed by the Bargaining Unit Member or does not include a notation that the Bargaining Unit Member refused to sign the material, then the material shall be removed from the file immediately.

4.1.3 **RIGHT TO ENTER MATERIALS:** Bargaining Unit Members shall have the right to enter into their own personnel file any material which may have an effect upon their employment. There shall be no limitation of time in which such material may be entered except as provided for in 4.1.2 regarding thirty-day limitation. The District retains its right to refuse any material from being entered if it is shown that

such material does not have an effect upon the person's employment, or if filing of such material would be an unreasonable burden to store in a personnel file.

4.1.4 RIGHT TO PHOTOCOPIES: One photocopy of any derogatory material placed into a Bargaining Unit Member's personnel file shall be provided to the Bargaining Unit Member, or his designee. Photocopies of legally obtainable portions of the Bargaining Unit Member's personnel file shall be made available to the Bargaining Unit Member, or his designee, upon written request. A rate of five cents ($.05) per copy may be charged to the Bargaining Unit Member for additional copies.

4.1.5 SIGNING AND DATING MATERIALS: Any and all materials placed into the Bargaining Unit Member's personnel files shall be signed and dated by the supervisor entering such material.

4.2 INSTRUCTIONAL AIDE / SPECIAL EDUCATION: No instructional aide/special education shall be required to perform any special medical procedure on a student unless they have been trained to perform the procedure(s). Such training shall be in accordance with State Department of Education procedures.

4.3 VACANT POSITIONS/60 DAY RULE: Any person employed in the same vacant position with the District for a period of sixty (60) calendar days shall be deemed a permanent classified Bargaining Unit Member subject to a six (6) month or 130 days of paid service probationary period, whichever is longer. This section shall not apply to an employee who is filling a position of a classified Bargaining Unit Member who is on leave.

4.3.1 PROBATIONARY PERIODS: Upon completion of a six (6) month or 130 days of paid service probationary period, whichever is longer, a Bargaining Unit Member shall be deemed permanent**.** (Education Code 45113)

4.3.2 SUMMER SCHOOL ASSIGNMENTS: All assignments for periods other than during the regular September-June academic year shall be in accordance with Section 45102 of the Education Code.

(a) Schools having their own Summer School Program will first attempt to fill positions with qualified Bargaining Unit Members at their own site. In the case where a position isn't filled, it will be posted for application District-wide.

4.3.3 Bargaining unit work shall not be performed by managerial, supervisory, or confidential employees, except in case of emergency. (See Article 2)

4.4 JOB SHADOWING: Definition: A Bargaining Unit Member who on his/her own time accompanies another Bargaining Unit Member during their regular workday, for the purpose of receiving training in that position. **Process:** Anytime during the year, a Bargaining Unit Member may go directly to another Bargaining Unit Member and ask to get training on his/her own time. This will require approval of the supervisor of the site of the job shadowing and the Bargaining Unit Member must be properly trained in safety procedures before job shadowing.

4.5 **<u>RECLASSIFICATION:</u>** Reclassification is defined as a position that has a significant and permanent change and/or increase in district assigned duties and responsibilities which are inconsistent with the current job description of the position. Position reclassification is not appropriate based on increased volume of work, excellent performance of job duties, seniority or unusual special skills of the Bargaining Unit Member unless the position requires use of those special skills. Submission of a reclassification request does not guarantee any specific outcome.

4.5.1 **<u>TIMELINE:</u>** The reclassification window takes place in year two (2) of the Collective Bargaining Agreement. A Bargaining Unit Member may submit a reclassification request in January of the second year of the Collective Bargaining Unit Agreement.

4.5.2 **<u>REVIEW PROCESS:</u>** The Reclassification Committee will consist of three (3) members from the management negotiations team and three (3) members from the CSEA negotiations team, with a minimum of two (2) from each team for a quorum to review the request. Any negotiable effects of the recommendation will be brought to the Negotiations Team. If applicable, a recommendation will be brought to the Board of Trustees. Assistant Superintendent of Personnel may be a member of the Reclassification Committee or may attend in an advisory capacity. The committee may choose to interview, as needed, the employee(s), management, or supervisor(s) in order to gather information and clarify any ambiguities. A rubric will be used by the committee to assess all submitted reclassification requests.

4.5.3 **DECISION OF RECLASSIFICATION COMMITTEE:** All decisions of the Reclassification Committee for requests submitted during the current filing window are final unless negotiations are required. Bargaining Unit Members will not have access to the grievance process. All requests will be completed before the end of the school year in which the request was submitted. Bargaining Unit Members will receive written notification of the decision.

ARTICLE 5
HOURS, OVERTIME, AND EXTRA HOURS

5.1 **HOURS:** An assigned work week shall consist of not more than five (5) consecutive days and forty (40) hours per week, the regular work day shall not exceed eight (8) hours exclusive of lunch except as provided in section 5.2 of this Article.

5.1.1 **LUNCH PERIODS:** All Bargaining Unit Members who work a minimum of five (5) consecutive hours will receive an uninterrupted lunch period. The length of time for lunch shall be no longer than one (1) hour nor less than thirty (30) minutes. Reference Labor Code Section 512.A

5.1.2 **REST PERIODS:** All Bargaining Unit Members shall be entitled to one (1) paid rest period during each four (4) hour work period as noted below: Bargaining Unit Members who work six (6) to eight (8) hours per day shall be entitled to two (2) fifteen (15) minute rest periods. Rest periods shall be scheduled approximately at the half shift midpoint unless conditions for services require an earlier or later rest period as assigned by the immediate supervisor. Bargaining Unit Members working fewer than six (6) hours per day shall be provided one (1) fifteen (15) minute paid rest period.

5.1.3 **EXTENSION OF REGULAR WORK DAY OR WEEK:** This section shall not restrict the extension of the regular work day or work week. When necessary to carry on the business of the District, Bargaining Unit Members who work less than eight (8) hours will receive regular pay until they have completed eight (8) hours on duty.

5.1.4 **HOLIDAY WORK:** All hours required to be worked on holidays designated in this Agreement shall be compensated one and one half (1 1/2) times the appropriate rate of pay in addition to their regular rate of pay. (Education Code 45203).

5.1.5 **MINIMUM DAYS/CONFERENCE DAYS:** A Bargaining Unit Member shall not suffer a loss of wages due to a minimum day and/or conference day. He/she shall have the option of taking a vacation day or performing such work as the District may assign in his/her position unless a mandatory workshop is scheduled (Education Code 45203).

5.1.6 **ATTENDANCE AT MEETINGS:** For attendance at any meeting called by management that is beyond the normal work day.

A. When attendance is mandatory, the Bargaining Unit Member will be paid at their regular rate of pay, for the time of the meeting i.e. mandatory staff meetings, or should the supervisor require the Bargaining Unit Member to stay beyond the normal workday to discuss school business, the Bargaining Unit Member shall be paid for the time discussing said business.

B. When attendance is not mandatory, i.e. classified staff meetings, or the Bargaining Unit Member volunteers to help with after hour events, and committees, the member will not be paid extra time.

5.2 ALTERNATIVE WORK SCHEDULES/FLEX TIME

5.2.1 FLEX TIME: Flex time is the adjustment of the start and end time of a Bargaining Unit Member's normal work shift, for the purpose of meeting the Bargaining Unit Member's personal need. Flex time shall not modify the number of assigned hours worked during a single day. Flex time is to be mutually agreed upon by the Bargaining Unit Member and supervisor prior to the adjustment of the shift.

5.2.2 ALTERNATIVE WORK SCHEDULE: This provision allows the supervisor and the Bargaining Unit Member to create an ongoing alternative work schedule due to seasonal demands, special projects, etc. This allows for flexibility in the work schedule such as: four (4) ten (10) hour days, eighty (80) hours in a two (2) week period, among others. An alternative work schedule may be developed only by mutual agreement between the supervisor and the Bargaining Unit Member and must include the starting and ending dates. Any alternative work schedule must be put in writing, and a copy must be supplied to C.S.E.A. President and the Assistant Superintendent of Personnel Services prior to the alternative work schedule commencing.

5.3 OVERTIME: Overtime is defined as work performed by a Bargaining Unit Member with the approval of the supervisor, which is in excess of eight (8) hours in any one day or in excess of forty (40) hours in any one week. This provision will not apply if Bargaining Unit Member and supervisor have agreed to an alternative work schedule except for those hours worked outside the alternative work plan. Overtime shall be paid at the rate of one and one half (1 ½) the Bargaining Unit Member's regular rate of pay. Overtime shall be distributed equally among Bargaining Unit Members who volunteer for such work in the bargaining unit within the department where the work is to be performed. For purposes of computing overtime, any day in which a Bargaining Unit Member is in paid status shall be considered as a day worked. Bargaining Unit Members who work less than eight (8) hours a day shall be compensated for overtime pursuant to Education Code Section 45131.

5.3.1 EMERGENCY CALL BACK AFTER HOURS OR NON-SCHEDULED WORK DAY: A Bargaining Unit Member called back to work on any day in which he/she is not normally scheduled to work or called back to work on a regularly scheduled work day shall receive a minimum of two (2) hours overtime compensation. Reference Labor Code 532.2

5.3.2 COMPENSATION: A Bargaining Unit Member who works authorized overtime shall be paid at a rate equal to one and one half (1 1/2) times the amount of overtime worked. Shift and special assignment differentials regularly received

by the Bargaining Unit Member shall be included in determining the regular rate of pay. Bargaining Unit Members that work in excess of 12 hours will be compensated at double their regular rate of pay.

5.3.3 **COMP TIME:** Compensation for approved extra hours or overtime worked may be in the form of compensatory time off upon prior agreement of the Bargaining Unit Member and the immediate supervisor subject to the following:

The Bargaining Unit Member and the immediate supervisor shall agree to this form of compensation prior to the working of extra hours or overtime. All comp time shall be recorded on the Comp Time Log (Appendix E).

When a part-time Bargaining Unit Member works other than their regular assigned hours, but less than eight (8) hours per day, they shall be compensated at a rate equal to their normal hourly rate. After 8 hours in a day or 40 hours in a week, for each hour of overtime worked, a Bargaining Unit Member shall earn one and one-half (1-1/2) hours of compensatory time.

Compensatory time shall be scheduled by a mutual agreement of the immediate supervisor and the Bargaining Unit Member.

Compensatory time not utilized within a 90-day period, or by the end of a fiscal year, whichever comes first, shall be reported to the Payroll Department on the classified time sheet as extra time or overtime and will be compensated for as overtime worked.

5.4 **PART-TIME BARGAINING UNIT MEMBERS:** A part-time Bargaining Unit Member is any Bargaining Unit Member who has a regular assignment which consists of less than eight hours per day.

5.4.1 **ADJUSTMENT OF ASSIGNMENT:** A part-time Bargaining Unit Member who works a minimum of thirty (30) minutes per day in excess of their regular assignment for a period of twenty (20) consecutive days, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Education Code Section 45136 (45137). This does not apply to part time Bargaining Unit Members who fill in for another Bargaining Unit Member or do extra work in another assignment. Any reduction in assignment shall be subject to negotiations in accordance with the provisions of Educational Employee Relations Act (3543.2).

5.4.2 **EXTRA HOURS:** With the approval of the supervisor, when a part-time Bargaining Unit Member works other than their regular assigned hours, but less than eight (8) hours per day, they shall be compensated at a rate equal to their normal hourly rate, except where extra hours are worked in a higher class where the Bargaining Unit Member shall receive the appropriate rate of pay as provided by this agreement. Such payment shall be made on the next available pay warrant.

5.5 **<u>CUSTODIAL SUBSTITUTES/EXTRA HOURS:</u>** A rotation list will be created based on Custodial Bargaining Unit Member interest. Custodial Bargaining Unit Members will be placed on the list by notifying the custodial supervisor. Use of this list may not result in more than 8 hours work per day unless approved by the assigning supervisor. The rotation list shall be created for Custodial Bargaining Unit Members to substitute as:

- Short notice (1 hour or less) day custodian
- Day custodian
- Night custodian
- Summer deep clean custodians

Day custodian absences shall be filled by selecting a substitute in the following order:

1. Site night custodian (at the site where absence occurs)
2. District rotation list
3. Outside substitute

5.6 Summer deep cleaning absences shall be filled by selecting a substitute in the following order:

1. Site custodian(s) (at the site where absence occurs)
2. District rotation list
3. Outside substitutes

Night custodian absences shall be filled by Custodial Bargaining Unit Members or outside substitutes at the supervisor's discretion.

ARTICLE 6
TRANSFER AND PROMOTION

6.1 DEFINITIONS:

A. CLASSIFICATION: Classification is defined as the job/title description as listed on the job description.

B. VACANCY: A vacancy is defined as a new position created by the District or a position vacated by an employee's resignation, retirement, separation from service, death, transfer, or promotion.

C. TRANSFER: A transfer is defined as the movement of a Bargaining Unit Member from one job site or department to another job site or department in an identical job assignment, which does not involve a change in classification or job description.

1. **INVOLUNTARY TRANSFER:** An involuntary transfer is one that is not initiated by the affected Bargaining Unit Member.

D. PROMOTION: The term "promotion" shall mean movement of a Bargaining Unit Member into a position which has a salary range higher than that of their current assignment.

E. VOLUNTARY DEMOTION: The term "voluntary demotion" shall mean movement of a Bargaining Unit Member into a position which has a salary range lower than that of their current assignment.

6.2 POSTING OF VACANCIES: Notices of all job vacancies within the bargaining unit shall be posted online as well as sent to all Bargaining Unit Members through District email.

6.3 POSTING CONTENTS: The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site or work assignment, 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, any required testing and the deadline for completing the application/transfer process.

6.4 POSTING PERIOD: All vacancies shall be posted for 7 business days concurrently for both internal and external candidates.

6.5 APPLYING: Permanent Bargaining Unit Members may apply for a vacancy by completing the application by the application deadline stated on the job posting.

6.6 ELIGIBILITY PROCESS: Bargaining Unit Members who pass required testing and meet minimum qualifications will be interviewed. Permanent Bargaining Unit Members whose regular assignment is the same as a posted vacancy shall be deemed as meeting the minimum qualifications. If a Bargaining Unit Member does not meet the required

experience for the posted position but is on the District substitute list and has subbed in the posted position, or in a related position with similar experience, the Bargaining Unit Member shall be deemed as meeting the required experience.

Bargaining Unit Members currently on an improvement plan or in a probationary period or serving in a trial service period shall not be eligible to apply for any transfer or promotion.

6.7 SELECTION PROCESS

At the conclusion of the interview the panel chairperson shall assign additional points to the Permanent Bargaining Unit Member candidates as follows:

2 points for being a Permanent Bargaining Unit Member
3 additional points for being employed by the District for 5 or more years +1 point for each additional 5 years thereafter
2 additional points if the Permanent Bargaining Unit Member is in the same job assignment as the vacancy
If the Permanent Bargaining Unit member is in the top two and within 3 points of an external candidate's score, the Bargaining Unit Member shall be selected

6.8 TRIAL SERVICE PERIOD:

1. **Non Promotion -**The Bargaining Unit Member shall have up to a 30 work-day trial service period. The 30 work-day trial service period may be waived by mutual agreement, in writing, by the Bargaining Unit Member and the supervisor. By the end of the 30 work-day trial service period, the Supervisor may return the Bargaining Unit Member to their prior position. The Bargaining Unit Member may, at his/her sole discretion, return to their prior position at any time during the 30 work-day trial service period. The Bargaining Unit Member's previous position will not be declared vacant until the end of the trial service period.

2. **Promotion -** The Bargaining Unit Member shall have up to a 90 work-day trial service period. The 90 work-day trial service period may be waived by mutual agreement, in writing, by the Bargaining Unit Member and the supervisor. By the end of the 90 work-day trial service period, the Supervisor may return the Bargaining Unit Member to their prior position. The Bargaining Unit Member may, at his/her sole discretion, return to their prior position at any time during the 90 work-day trial service period. The Bargaining Unit Member's previous position will not be declared vacant until the end of the trial service period.

3. **Review Process -** If the Supervisor recommends that the Bargaining Unit Member return to their former position prior to the end of the trial service period, the Assistant Superintendent of Personnel and the designated CSEA Representative shall meet to review the Supervisor's recommendation.

6.9 PLACEMENT ON THE SALARY SCHEDULE:

When a Bargaining Unit Member is promoted, they will be placed on the appropriate step of the salary schedule that provides them with a minimum of a 3% increase, not to exceed the highest step in that range.

6.10 VOLUNTARY DEMOTION PROCESS:

When a Bargaining Unit Member applies for a position which has a salary range lower than that of their current assignment, they shall be placed at their current step in the new range. Trial service period shall apply.

6.11 INVOLUNTARY TRANSFER PROCESS:

An involuntary transfer may be implemented when the following conditions have been met:

1. The District and CSEA agree that there is an over staffing condition. Causes of overstaffing include but are not limited to: a decrease, shift or movement in the number of students at a site, program change(s) or elimination; and,
2. A vacancy exists where a transfer is available which does not result in an increase or decrease in hours or days worked; and,
3. A request for voluntary transfers has been offered to all Bargaining Unit Members in the job classification affected at the site where the over staffing has occurred; and,
4. No Bargaining Unit Member as designated in item three (3) above applied for a voluntary transfer.

When the conditions above are met, the District may transfer the least senior Bargaining Unit Member in the affected classification at that site/department to the vacant position at another site/department.

ARTICLE 7
PAY AND ALLOWANCES

7.1 DEFINITIONS:

A. REGULAR RATE OF PAY*:* The Classified Employees Hourly Salary Schedule (Appendix C) outlines the regular rate of pay for all positions in the bargaining unit.

B. DIFFERENTIAL: Bargaining Unit Members assigned to a scheduled shift that extends three (3) or more hours after 3:00 p.m. shall be paid a differential of thirty-five cents (.35) per hour for the entire shift. Such shift differential shall be paid only for days when the Bargaining Unit Member's regular schedule has three (3) or more hours after 3:00 p.m.

C. STEPS: Each step on the salary schedule represents a Bargaining Unit Member's hourly rate of pay. Bargaining Unit Members will receive a step increase annually, effective July 1, until reaching Step G. Once a Bargaining Unit Member reaches Step G, the hourly rate of pay remains the same for three years before the next step (see Appendix C).

D. LONGEVITY:

- At the beginning of a Bargaining Unit Member's 20th year of service in the District, their annual salary will be increased by $1,500. This amount will be divided equally among the employee's pay warrants throughout the year.
- At the beginning of a Bargaining Unit Member's 27th year of service in the District, their annual salary will be increased by $2,500. This amount will be divided equally among the employee's pay warrants throughout the year.

7.2 PROMOTIONAL STEP ADVANCEMENT: A promoted Bargaining Unit Member shall be placed on the salary schedule per Article 6.9. There shall be no interruption in step advancement which occurs on July 1.

7.3 SALARY ADVANCEMENT FOR NEWLY HIRED BARGAINING UNIT MEMBERS: Bargaining Unit Members hired on or before January 1st will be advanced one step on the salary schedule the following July 1st. If employed after January 1st, the advancement will not take place until the second July 1st after the employment date.

7.4 PAYCHECKS: All regular paychecks of Bargaining Unit Members shall be itemized as performed by San Bernardino County Schools Office. Such itemizations shall include, but not be limited to, vacation and sick leave, accrual may be one (1) month in arrears.

7.5 FREQUENCY ONCE MONTHLY: All Bargaining Unit Members shall be paid once per month no later than the end of the last working day of the month. Per Education Code 45166.

7.6 PAYMENT OPTION: Bargaining Unit Members working less than twelve (12) months per year shall have the option of being paid in either ten (10) payments per year (10-month

employees), eleven (11) payments per year (11-month employees), or be placed on salary reserve.

7.6.1 **Electronic Fund Transfer (EFT):** All Bargaining Unit Members may elect to have their paychecks deposited in their bank via electronic fund transfer.

7.7 **WORKING OUT OF CLASS:** Bargaining Unit Members shall be required to perform any work which reasonably relates to their required and normal duties as fixed by the Bargaining Unit Member's job description for the position. Bargaining Unit Members may be required to perform work which is not reasonably related to their required or normal duties in a higher classification shall receive as payment an upward adjusted salary for each day worked outside of their normal position.

7.7.1 **DEFINITION:** The term "upward adjusted salary" as used herein shall mean that the Bargaining Unit Member shall be paid three (3) percent (3%) above the Bargaining Unit Member's normal salary or step A of the higher range, whichever is greater. The term "each day worked" as used herein shall mean any fraction amount of the Bargaining Unit Member's work shift, as opposed to an entire day or entire work shift. However, a Bargaining Unit Member must work a minimum of one consecutive (1) hour out of his/her normal daily assignment to qualify for this benefit.

7.8 **UNIFORMS:** The District shall pay the full cost of uniforms [excluding cleaning and maintenance] or shall lease or rent uniforms which includes cleaning and maintenance for the following Bargaining Unit Members:

Cafeteria	Night Custodian	Day Custodian	Grounds Person
Maintenance I	Warehouse Person	Delivery Person	Health Clerk/LVN
Attendance Liaison			

The District shall pay to replace uniform items which are worn out by normal wear and tear and/or ruined by accident when being worn on the job. Uniform items ruined by the Bargaining Unit Member under other conditions shall be replaced by the Bargaining Unit Member. The District shall provide the only patches which shall be allowed to be on the uniform items.

Bargaining Unit Members in these positions shall be required to wear the uniform items whenever they are on duty. The District may require clean uniform items to be worn daily. Bargaining Unit Members in these positions who transfer to a position not listed or leave employment with the District, for any reason, must return the uniform items to the District. The cost of any unreturned uniform item shall be deducted from the Bargaining Unit Member's final pay.

7.8.1 **OTHER UNIFORM ALLOWANCES:** Any other uniforms required by the District shall be provided to the affected Bargaining Unit Member.

7.9 **TOOLS:** Bargaining Unit Members shall not be required to furnish any tools or equipment in the course of their employment nor will they use District tools outside of their normal scope of employment.

7.10 **SAFETY EQUIPMENT:** The District agrees to provide appropriate safety equipment and the Bargaining Unit Member shall be required to utilize all necessary equipment and the Bargaining Unit Member and the District shall abide by the safety rules and regulations of CAL-OSHA.

7.11 **SOCIAL EMOTIONAL LEARNING (SEL) SUPPORT FOR STUDENTS:** All Unit Members, during regularly scheduled work hours, will support the social emotional learning of our students.

ARTICLE 8
PROFESSIONAL GROWTH

8.1 **PURPOSE:** To create a voluntary educational program which will assist Bargaining Unit Members to improve or increase their job performance capabilities and to assist Bargaining Unit Members' development of promotion within the District.

8.2 **ELIGIBILITY:** Credit for professional growth consideration will be limited to:

A. Permanent Bargaining Unit Members

B. Bargaining Unit Members whose last or most current "overall" evaluation (at the time each professional growth request is submitted) indicates a rating of "meets requirements" or "exceeds requirements."

C. Bargaining Unit Members are eligible for professional growth increment(s) on prorata basis in the percentage amount of the total stipend to the actual hours of weekly assigned hours.

8.3 **INCREMENT REQUIREMENTS:** The first or initial increment (units of credit) shall consist of fifteen (15) units. Units applicable to the first or initial increment may be allowed retroactively provided that each of the units submitted were earned on or after the most current date of his/her (employment date) of the Bargaining Unit Member.

8.4 **ADDITIONAL INCREMENT:** Additional increments may be awarded every two (2) years thereafter, provided that:

A. Each additional increment consists of fifteen (15) units each and which have not been applied to or approved for a financial stipend.

B. Each additional increment does not contain units which are in excess of the required units of the initial increment. Each additional increment shall contain units which were earned by the Bargaining Unit Member during the two (2) year minimum waiting period prior to the award of the next professional growth increment.

C. Ten (10) of the fifteen (15) units of credit (as defined within this Article) which comprise an increment for consideration of a professional growth stipend shall be directly related to the Bargaining Unit Member's current employment assignment and must be approved by the Assistant Superintendent of Personnel Services if he/she deems it appropriate so as to qualify said Bargaining Unit Member for another classification with the District. If denied, the Bargaining Unit Member may appeal the decision of the Assistant Superintendent of Personnel Services to the Professional Growth Committee within thirty (30) days. The Professional Growth Committee's decision shall be final and non-grievable.

8.5 **APPLICATION RESPONSIBILITY:** It shall be the responsibility of each Bargaining Unit Member to apply for professional growth credit and verification of completion (including grade received) of course work to the Personnel Office at the appropriate time when submitting their professional growth application.

8.6 **TIMELINES:** All units of credit submitted to the Professional Growth Committee (as defined elsewhere in the Article) for increment consideration shall be completed prior to September first (09-01) of the year in which the increment consideration is requested and shall be considered only if the Bargaining Unit Member has completed the course work/assignment term of office in a satisfactory manner (grade of "C" or better). Verification of units of credit are the responsibility of the Bargaining Unit Member and shall be submitted with the application for consideration of each professional growth increment on October 1st.

8.7 **EARNING OF CREDITS:** Units of credit may be earned by:

A. Enrolled in educational instruction in an accredited community college or university; one (1) professional unit shall be awarded for each one (1) semester unit earned. Quarter units are valued at two-thirds (2/3) of semester units (.667).

B. Enrolled in education instruction in an accredited trade school or adult education (job related courses) program;

C. In-service training program - fifteen (15) clock hours total time (900 minutes) equals one (1) unit of credit;

D. Red Cross First-Aid Course including certificate of completion, equals one (1) unit of credit; and

E. An elected officer in a professional or civic organization equals one (1) unit of credit. No additional credit will be granted for holding the same office twice in the same organization. Minimum one (1) year. Credit shall not be granted for institutes, lectures, conventions, seminars, workshops, etc. if the Bargaining Unit Member attends or participates during the working day and/or if the Bargaining Unit Member is paid for other services at the same time.

8.8 **STIPEND:** Payment for the approved professional growth first or initial increment shall be $200.00, plus $100.00 for each approved increment earned thereafter. Stipend(s) shall be paid to the Bargaining Unit Members in a lump sum (minus normal deductions) in December of each year, or as soon thereafter as practicable.

8.9 **THE PROFESSIONAL GROWTH COMMITTEE:** The executive Board of the Association shall appoint two (2) Bargaining Unit Members to the committee.

The District shall appoint the remaining two (2) members to the committee.

The Assistant Superintendent of Personnel Services shall serve on the Professional Growth Committee as a non-voting member except he/she shall vote in case of a tie. The Professional Growth Committee's purpose shall be to meet, review, determine whether the professional growth requirements of this article have been met, and approve and/or reject professional growth increment credits and stipend award(s) recommendations to the Superintendent for submission to the Board of Trustees.

8.10 **PROFESSIONAL DEVELOPMENT:** Professional Development funds in the amount of $600 per Bargaining Unit Member will be budgeted for Professional Development of their choosing to be used during each school year. Meal advance, mileage

reimbursement and hotel will be paid by the site in accordance with site/district policies. These funds cannot be carried over from year-to-year.

ARTICLE 9
LEAVES

9.1 **HOLIDAY:** Bargaining Unit Members shall receive paid holidays as listed in APPENDIX B. Incorporated fully herein by reference and as follows:

9.1.1 **PART-TIME BARGAINING UNIT MEMBERS:** Bargaining Unit Members working less than full time shall receive the holidays within their working calendar if they are in paid status the day before or the day after pursuant to the (Education Code 45203). Exception: Bargaining Unit Members who work less than 12 months at a year-round school site (Education Code 45206).

9.1.2 **WAIVERS:** Should the District be unable to secure a waiver, if necessary, for Veterans Day, Martin Luther King Day, or Lincoln's Birthday, Bargaining Unit Members expressly agree to accept these holidays as prescribed by the legislature.

9.1.3 **ADDITIONAL HOLIDAYS:** Any day declared a holiday by the Governing Board under Education Code Section 37220 requiring the closing of school shall be a paid holiday.

9.1.4 **HOLIDAY ON SATURDAY OR SUNDAY:** When a holiday falls on a Saturday, the preceding Friday shall be deemed that holiday. When a holiday falls on a Sunday, the following Monday shall be deemed to be that holiday unless a change is agreed to through calendar negotiations.

9.2 **SICK LEAVE:** Every Bargaining Unit Member employed full-time shall be entitled to one day per month of service leave of absence for illness or injury. Such leave shall be advanced on July 1 and accumulative without limit. Advanced leave shall be adjusted for any time not in paid status or for separation from the District. A Bargaining Unit Member employed less than full-time shall receive sick leave in proportion to the length of his/her service day or not less than 24 hours. Sick leave may be used in case of domestic violence, sexual assault, or stalking. Sick leave may also be used for the illness of a parent, spouse or child not to exceed 1/2 of the Bargaining Unit Member's annual allotment. A Bargaining Unit Member must have sick leave available in order to use this provision. (reference AB1522)

A. Sick Leave Usage – Sick leave may be taken in fifteen (15) minute increments. (e.g. 15 minutes = .25 hours, 30 minutes = .50 hours, 45 minutes = .75 hours)
B. Time will be rounded up to the next increment. (e.g. 20 minutes will be rounded up to 30 minutes which equals .50 hours.)

9.2.1 **NOTIFICATION OF ABSENCE:** Notification of absence shall be made to the Bargaining Unit Member's supervisor or designee no less than one (1) hour prior to the Bargaining Unit Member's starting time. In cases other than illness or emergency, Bargaining Unit Members shall report a need for absence as far in advance as possible. A Bargaining Unit Member who becomes ill during the work shift or who must leave the work site without prior authorization shall contact the immediate supervisor or site administrator.

9.2.2 **NOTIFICATION OF RETURN:** A Bargaining Unit Member on sick leave shall make every effort to notify his/her immediate supervisor prior to the end of the Bargaining Unit Member's normal work assignment of his/her intent to return to work. If no contact is made, and a substitute is acquired, the Bargaining Unit Member shall remain on sick leave until such time as notification is made.

9.2.3 **LEAVE VERIFICATION:** When a Bargaining Unit Member is on sick leave due to illness or injury for a period of three (3) or more consecutive work days, the District may, for legitimate reasons, require the Bargaining Unit Member to present written proof of illness, and/or a doctor's authorization to return to work.

9.2.4 **WEEKLY NOTIFICATION:** After a period of six (6) approved consecutive days of absence due to illness or injury, the Bargaining Unit Member shall notify the District on a weekly basis of his/her condition and of the estimated date of return.

9.2.5 **EXTENDED ILLNESS LEAVE:** After all earned sick leave, vacation, accumulated compensatory time, or other paid leave is exhausted, additional non-accumulated leave shall be available beginning on the first (1st) day of absence due to illness or injury. Payment for extended illness leave shall be at the rate of one-half (1/2) the Bargaining Unit Members' regular rate of pay. The one hundred (100) days shall run consecutively with any paid leave.

9.2.6 **NO QUESTIONS ASKED (NQA) DAY:** A Bargaining Unit Member may elect to use sick leave, not to exceed three (3) days per fiscal year as follows:

- Requests for a NQA day shall be made at least 48 hours in advance when reasonably possible and cannot be used on the (3) mandatory professional development days.
- NQA day can be used for any reason unless the absence creates undue hardship.
- NQA day may not be taken in increments and is based on contract position and assigned hours.

9.3 **INDUSTRIAL ACCIDENT LEAVE:** In addition to any other benefits that a Bargaining Unit Member may be entitled to under the Worker's Compensation Laws of this state, Bargaining Unit Members shall be entitled to the following benefits:

9.3.1 **SIXTY-DAY LEAVE:** A Bargaining Unit Member shall be entitled up to a maximum of sixty (60) days of paid leave of absence as a result of an industrial accident or industrial illness. On the sixty-first (61^{st}) day due to industrial accident or injury, Bargaining Unit Member will exhaust all paid leave available, for a period not to exceed one hundred (100) days. If all paid leave is exhausted, remaining days shall be at the rate of one-half (1/2) the Bargaining Unit Member's regular rate of pay. The one hundred (100) days shall run consecutively with any paid leave.

9.3.2 COORDINATION OF BENEFITS: The total of the Bargaining Unit Member's temporary disability indemnity and the portion of salary due him/her during the absence shall equal his/her full salary.

9.3.3 RETURN TO WORK: The District shall make every effort to provide reasonable accommodations and temporary work available to Bargaining Unit Members recovering from industrial accidents or illness.

The Bargaining Unit Member shall be deemed to have recovered from an industrial accident or industrial illness and thereby able to return to regular duties at such time as the Bargaining Unit Member's physician so indicates in writing and when that written statement is accepted by Worker's Compensation.

9.3.4 DEFINITION: An industrial accident or industrial illness as used in this Agreement means any injury or illness whose cause is a result of service for the District.

9.3.5 SALARY DEDUCTIONS: For any Bargaining Unit Member who is absent as a result of an industrial accident or industrial illness, the benefits provided in this section are to be utilized prior to and separate from illness leave benefits. The District shall not deduct sick leave for a period not to exceed sixty (60) days for any Bargaining Unit Member who is absent as a result of an industrial accident or industrial illness.

9.4 PERSONAL NECESSITY LEAVE: A Bargaining Unit Member may elect to use sick leave, not to exceed seven (7) days per fiscal year, for personal necessity for any of the following categories:

A. The death or illness of a member of the Bargaining Unit Member's immediate family.
B. As a result of an accident involving a Bargaining Unit Member's person or property or the person or property of his/her immediate family;
C. When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any other made with jurisdiction, except as provided here.

9.4.1 COMPELLING PERSONAL IMPORTANCE LEAVE:

Four (4) personal necessity days of the allowable seven (7) days per year may be used by Bargaining Unit Members for personal, legal, business, or family matters which require absence during normal working hours. Request for this leave shall be made at least twenty-four (24) hours in advance when reasonably possible. Compelling Personal Importance days may not be used in lieu of vacation or for recreational purposes.

9.5 MATERNITY LEAVE: The District shall provide for leave of absence from duty for any Bargaining Unit Member who is required to be absent from duties because of their pregnancy, miscarriage, childbirth, and recovery there from.

9.5.1 **LENGTH OF MATERNITY LEAVE:** The length of leave of absence under this section, including the date on which the leave shall commence and the date on which the Bargaining Unit Member shall resume regular duties, shall be determined by the Bargaining Unit Member's physician with notification given to Personnel Services.

9.6 CHILD BONDING LEAVE:

9.6.1 Bargaining Unit Members who have been employed for a minimum of one year may take up to 12 weeks of child bonding leave (CFRA) for the birth of a child or placement of a child with the family for adoption or foster care. Child bonding must conclude by the child's first birthday or the anniversary of the placement for adoption or foster care.

9.6.2 Requests for child bonding leave should be made in advance. Child bonding leave must be taken in minimum increments of at least two weeks, except that on two occasions the District may approve requests for less than two weeks. Each parent may take up to 12 weeks of child bonding leave.

9.6.3 Absences for child bonding leave will draw from available earned sick leave. Bargaining Unit Members may choose to also utilize available earned vacation. If both sick leave and vacation (if applicable) are depleted, payment for the remainder of child bonding leave will be at a rate of one-half (1/2) the Bargaining Unit Members' rate of pay.

9.7 **FAMILY AND MEDICAL LEAVE ACT (FMLA):** The District shall follow regulations regarding FMLA.

9.8 **LEAVE OF ABSENCE OF JURY SERVICE:** Leave of absence for jury service shall be granted to any classified Bargaining Unit Members who have been officially summoned to jury service in local, state, or federal court. Leave shall be granted for the period of the jury service. The Bargaining Unit Member shall receive full pay while on jury service. Request for jury service should be made by presenting the official court summons to jury service to the immediate supervisor.

9.8.1 Bargaining Unit Members with less than 1 ½ hours between the time they start work and the time they report for jury service will not have to report to work that morning. Bargaining Unit Members are required to return to work during any day or portion thereof in which jury services are not required, except when less than 1 ½ hours of regularly scheduled work remains. This will apply to jury service within a 20-mile radius of the Bargaining Unit Member's work site. Appropriate arrangements will be made for jury service outside of the 20-mile radius.

9.8.2 A Bargaining Unit Member whose regularly assigned shift begins at 2:00 p.m. or later and is required to report for jury service, shall be released from one (1) hour of work for that day for every hour of jury service actually served on that day, not to exceed their daily contract hours. If jury services exceeds 6 ½ hours, the Bargaining Unit Member who has an 8 hour position shall not be required to report to work.

9.8.3 Bargaining Unit Members required to return for jury service will be released from work, with pay, until the conclusion of his/her jury service, except on days court is not in session.

9.9 **MILITARY LEAVE:** A Bargaining Unit Member 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.

9.10 **BEREAVEMENT LEAVE:** Bargaining Unit Members are entitled to a leave of absence, up to five (5) days due to the death of any member of his/her immediate family, to include a miscarriage. This leave will not affect any other earned leaves.

9.10.1 **DEFINITION OF "IMMEDIATE FAMILY":** The immediate family is defined as: spouse, registered domestic partner, parent, child, son-in-law, daughter-in-law, brother, sister, mother-in-law, father-in-law, grandparents of unit member or spouse, grandchild of unit member or spouse, brother-in-law, sister-in-law, brother and sister of your parent, children of your brother or sister or any person who lives or has lived with the unit member for a minimum of three (3) consecutive years.

9.11 **VACATION:** All Bargaining Unit Members shall earn paid vacation time from the beginning date of service. Vacation leave is advanced on July 1, for the ensuing year. Bargaining Unit Members shall accumulate and be advanced vacation leave according to the following schedule:

A. 1 day per month from the beginning of service through the fourth (4th) year of service.

B. 1.34 days per month upon completion of four (4) years of service through the ninth (9th) year of service.

C. 1.75 days per month upon completion of nine (9) years of service through the fourteenth (14th) year of service.

D. 1.84 days per month upon completion of fourteen (14) years of service.

9.11.1 **ANNUAL SCHEDULING OF VACATION:** A Bargaining Unit Member shall be entitled to take earned vacation as indicated on their annual work calendar unless the absence creates undue hardship; in which case he/she may schedule alternative dates. All Bargaining Unit Members shall make every effort to schedule their vacation outside of the first and last week of school.

9.11.2 **NOTIFICATION OF VACATION:** Notification of vacation usage shall be made via online absence reporting program and unit member's supervisor no less than 24 hours before shift. In the event a member needs to use vacation time after the start of their shift, they shall notify their immediate supervisor or site administrator.

9.11.3 **PAYMENT:** If the Bargaining Unit Member is not permitted to take the earned vacation referenced above, he/she shall be paid for any amount in excess of the one year accumulation. Pay for vacation leave for Bargaining Unit Members shall be

the same as that which the Bargaining Unit Members would have received had he/she been in working status.

9.11.4 INCREMENTS: Vacation may be taken in one hour increments.

9.11.5 VACATION CARRY OVER: As of July 1 of each year, no Bargaining Unit Member shall carry over more vacation leave than he/she can earn in a 12 month period.

9.11.6 VACATION PAY UPON TERMINATION: When a Bargaining Unit Member of more than six (6) months of service is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to the effective date of the termination.

9.11.7 VACATION POSTPONEMENT: If a Bargaining Unit Member's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation be canceled. The Bargaining Unit Member may reschedule the vacation.

9.11.8 INTERRUPTION OF VACATION: A Bargaining Unit Member shall be permitted, upon notification, to interrupt or terminate a vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the Bargaining Unit Member supplies notice and supporting information regarding the basis for such interruption or termination.

9.11.9 HOLIDAYS: When a holiday falls during the scheduled vacation of any Bargaining Unit Member, such Bargaining Unit Member shall be paid for each holiday falling within that period and such holidays shall not be charged against vacation leave.

9.12 UNPAID LEAVES: A Bargaining Unit Member may request an unpaid leave of absence for a maximum of one (1) year, subject to District approval, except for military leave as provided for in this Agreement and Education Code.

9.12.1 REQUEST FOR UNPAID LEAVE: Bargaining Unit Member seeking an unpaid leave of absence shall submit a written request to the Assistant Superintendent of Personnel Services or designee which indicates the reason(s) and any supporting information relating to the duration of the unpaid leave.

9.12.2 RETURN FROM UNPAID LEAVE: A Bargaining Unit Member returning to work from an unpaid leave shall be reinstated to the position or equivalent (no testing required) from which he/she held prior to the leave and without any loss of salary and benefits. A request by the Bargaining Unit Member to return to work prior to the expiration of his/her leave, shall be granted within thirty (30) days of the request.

9.13 CHILD REARING LEAVE: Upon request, the District may provide a Bargaining Unit Member, who is a natural or adopting parent, unpaid leave of absence for the purpose of rearing the Bargaining Unit Member's child, as provided herein below:

9.13.1 LENGTH OF LEAVE: Leave provided herein shall not exceed one (1) year, but may be less than one (1) year.

9.13.2 NOTIFICATION: The Bargaining Unit Member shall request such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.

9.13.3 MARITAL STATUS: A Bargaining Unit Member shall not have to be married to qualify for benefits provided by this section.

9.13.4 INSURANCE COVERAGE: Any Bargaining Unit Member who has been granted a child rearing leave may participate in the District insurance programs provided he/she pay on a monthly basis the premiums for such insurance.

9.13.5 RETURNING FROM LEAVE: Each Bargaining Unit Member shall be returned to the same position or equivalent held prior to the child rearing leave. The Bargaining Unit Member will notify the District four (4) weeks prior to return from leave.

9.14 RETRAINING AND STUDY LEAVE: An unpaid leave of absence for study/retraining may be granted to any Bargaining Unit Member.

9.14.1 LEAVE PERIODS: Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period, provided leave of absence shall be commenced and completed within a three (3) year term. Any period of service by the Bargaining Unit Member intervening between authorized leaves (provided herein) shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.

9.14.2 THREE/SEVEN YEAR PERIOD: No leave of absence shall be granted under this article to any employee for study purposes who has not rendered services to the district for at least seven (7) consecutive years or for re-training purposes who has not rendered services to the district for at least three (3) consecutive years. (Education Code 45382)

9.14.3 NOT A BREAK IN SERVICE: Any leave of absence granted under this section shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing services to the granting of any subsequent leave provided by this section, nor shall the Bargaining Unit Member accrue vacation leave, sick leave, holiday pay, or other benefits provided by this Agreement.

9.14.4 REQUEST FOR RETRAINING AND STUDY LEAVE: Bargaining Unit Member seeking a Retraining or Study Leave shall submit a written request to the Assistant Superintendent of Personnel Services or designee which indicates the reason(s) and any supporting information relating to the duration of the unpaid leave.

9.14.5 RETURN TO WORK: The Bargaining Unit Member shall notify the Assistant Superintendent of Personnel Services or designee of their estimated date of return

as soon as practicable. Upon return from Retraining or Study Leave, employees shall be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

9.15 **BREAK IN SERVICE:** Periods of authorized leave of absence, paid or unpaid, shall not be considered to be a break in service for the Bargaining Unit Member and will not affect the seniority date of the Bargaining Unit Member.

ARTICLE 10
HEALTH AND WELFARE BENEFITS

10.1 For the term of this Agreement, each Bargaining Unit Member employed six (6) hours or more, but at a minimum of two (2) hours per day, shall receive approved health and welfare benefits (family, medical, dental, vision, individual life insurance) fully paid by the District.

10.2 **PRORATION:** Each Bargaining Unit Member employed for less than six (6) hours, but at a minimum of two (2) hours per day, shall have approved health and welfare benefits paid for by the District on a prorata basis as follows:

a	Five (5) hours or more but less than six (6) hours	=	65%
b	Four (4) hours or more but less than five (5) hours	=	50%
c	Three (3) hours or more but less than four (4) hours	=	35%
d	Over two (2) hours but less than three (3) hours	=	25%

10.3 **PLAN:** During the term of this agreement, the District and CSEA agree to meet annually to negotiate Health and Welfare benefits and providers.

10.4 Health and welfare insurance shall be:

Medical
Vision
Dental
Life

10.5 Bargaining Unit Members who retire between the ages of 55 and 65 and have ten years of service with the District shall be eligible to continue District paid medical insurance as provided to current Bargaining Unit Members. Medical insurance coverage for the retiree and spouse will be extended until the retiree reaches age 65 or is eligible for Medicare. In the event of the retiree's death, the medical insurance coverage will cease.

10.6 Bargaining Unit Members who are eligible and file for early retirement with PERS between the ages of 50-55 and have ten years of service with the District shall be eligible for the same medical insurance as provided to current Bargaining Unit Members. Medical coverage for the retiree and spouse will begin at retirement for a maximum of ten years or until the retiree is eligible for Medicare, whichever occurs first. In the event of the retiree’s death, the medical insurance coverage will cease.

ARTICLE 11
GRIEVANCE PROCEDURE

11.1 OBJECTIVE: The objective of this Article is to provide a fair and just means to resolve differences of opinion in the interpretation and application of this Agreement; it shall be used to reduce the indigenous pressures and anxieties which at times may exist within the employee/employer relationship; it shall be used as a means of communication to promote understanding of this Agreement by the Association and the District; and, it shall be the means by which, if necessary, a third neutral party may find and make a determination of the correct interpretation and application of this Agreement, and/or other terms and conditions of employment not so specifically spelled out by this Agreement.

11.2 DEFINITIONS: The following definitions shall apply to this article:

11.2.1 GRIEVANCE: A "Grievance" is a formal written allegation by a grievant that a violation of this Agreement has occurred.

11.2.2 A "**grievant**" may be any Bargaining Unit Member of the Association who alleges a violation of this Agreement.

11.2.3 DAY: A "Day" is any day in which the District Central Office is open for business.

11.2.4 IMMEDIATE SUPERVISOR: The "Immediate Supervisor" is the lowest level supervisor having immediate jurisdiction over the grievant, or in the case of the Association being the grievant, the lowest level Administrator having authority to adjust the grievance.

11.2.5 ASSOCIATION REPRESENTATIVE: The "Association Representative" may be any member of the Association or the Association Field Staff Personnel, so designated by the Association to process grievances.

11.3 INFORMAL LEVEL: Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor.

11.4 FORMAL LEVEL:

11.4.1 GRIEVANCE TERMINATION: When a grievance has been filed by a Bargaining Unit Member, the grievant may terminate the grievance at any time by giving written notice to the District. Failure to comply with time limits, or to follow the established procedures shall be deemed a termination of the grievance.

11.4.2 LEVEL ONE: Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form to the immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate his decision to the Bargaining Unit Member in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may proceed to Level Two (11.4.3) of this Article.

11.4.3 LEVEL TWO: If the grievant is not satisfied with the written decision at Level One, or the lack thereof, the grievant may within ten (10) days appeal the decision on the appropriate form and send it to the Superintendent or designee. This level shall include a copy of the original grievance and the decisions rendered at level one, and a clear concise statement of the reasons for the appeal. The Superintendent or designee shall communicate his/her decision to the grievant within ten (10) days. If the Superintendent or designee does not respond within the time limits, the grievant may proceed to Level Three (11.4.4) of this Article.

11.4.4 LEVEL THREE: If not satisfied with the decision at Level Two, the grievant may within ten (10) days from the receipt of the Level Two decision, or lack thereof, submit in writing to the Superintendent a notice of intent to proceed to Arbitration of the grievance, subject to Section 11.5.4 herein below.

11.4.5 SELECTION OF ARBITRATOR:

The Association, or in the case of an individual Bargaining Unit Member representing himself/herself, the grievant, and the District shall attempt to agree upon an arbitrator. If no Agreement can be reached, they shall request the California State Mediation and Conciliation Service to supply a panel of five (5) names of arbitrators. The parties shall alternatively strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

11.4.6 FEES OF ARBITRATOR: The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association, subject to Section 11.5.4 herein below. In the event the Board of Trustees does not implement the arbitrator's proposal, the District shall bear the full cost of the above arbitrator's services.

11.4.7 ARBITRABILITY: If a question of arbitrability arises, the arbitrator shall rule upon such issues prior to hearing the merits of the case. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her.

11.4.8 DECISION OF ARBITRATOR: After a hearing and after both parties have had an opportunity to make written argument, the arbitrator shall submit in writing to all parties, his findings and decision of settlement. The decision of the arbitrator shall be advisory to all parties involved.

11.4.9 POWER AND AUTHORITY OF ARBITRATOR: The arbitrator shall have full power and authority to subpoena witnesses and or documents which are relevant to the case; determine the appropriate remedy, and order awards as he/she determines to be appropriate, and the type, timing, and implementation of any such awards. The arbitrator shall have no power to add to, subtract from, alter, amend, or modify the terms and conditions of this Agreement.

11.5 ASSOCIATION RIGHTS: In addition to the rights given grievants under this section, the Association shall be afforded the following additional rights:

11.5.1 RELEASE TIME: For the initial investigation the Association may take up to one (1) day release time for a Bargaining Unit Member designated as Association Representative" to investigate grievances during normal working hours.

11.5.2 FILING GRIEVANCES: Only those designated as "Association Representative(s)" may file a grievance on behalf of the Association.

11.5.3 DOCUMENTS: If the Association is not a party in a grievance proceeding, the District shall provide a copy of all grievances submitted and responses thereto, and shall further provide a statement of settlement reached, if any, between the District and a Grievant, not represented by the Association. Such settlements shall have no precedent.

11.5.4 DETERMINATION TO PROCEED: The Association retains the right to determine if a grievance filed under this Agreement shall proceed to Level Three (3) of the grievance procedure, except that if the grievant is a Bargaining Unit Member representing himself/herself, he/she may proceed and the cost shall be borne equally between the Bargaining Unit Member and the District.

ARTICLE 12
LAYOFF AND REEMPLOYMENT

12.1 **NEGOTIATING LAYOFF:** Nothing herein shall preclude the Association from negotiating benefits which may provide more than is provided by this Article in the event of a layoff.

A. In the event of an actual or proposed layoff, the District agrees to abide by all laws. (Education Code 45117)

B. The use of volunteers or contracted workers shall be governed by law and at no time shall supplant work normally and customarily performed by classified Bargaining Unit Members.

C. Noon duty supervisors or other Non-Bargaining Unit Members shall not perform work normally and customarily performed by Bargaining Unit Members. District or site special projects/coverage shall be approved through CSEA and VESD prior to assigning the work.

D. In the event of a proposed reduction of hours of a bargaining unit position, the parties shall meet and negotiate the decision to reduce hours and effects of such reduction.

E. It is agreed that all negotiations and/or the impasse procedure shall be completed before any proposed layoffs and/or reduction in hours will be implemented.

F. Layoff shall occur only for lack of work and/or lack of funds.

G. The District shall notify the Association at least 90 days prior to any anticipated Board Action resulting in layoffs and shall immediately, upon demand by the Association, commence negotiations.

H. **Notice to Employees:** Affected Bargaining Unit Members shall receive notice of layoff on or before March 14 (Education Code 45117). The District will meet personally with each affected Bargaining Unit Member.

I. **Date of Hire:** Date of hire in a classification shall be used to establish seniority date within a classification.

J. **Classification:** Classification is defined as the job title/position as listed on the job description.

K. **Seniority:** Seniority is calculated as time in the classification plus any time held in higher classifications.

L. **Tie-Breaker:** In the event there are Bargaining Unit Members with the same seniority date, the Assistant Superintendent of Personnel Services and the Association will meet with the Bargaining Unit Members involved. A lottery method to determine the seniority order of the affected Bargaining Unit Members will be agreed upon at said meeting.

12.2 DISPLACEMENT OPTION/PROCESS (BUMPING OPTIONS)

A. A Bargaining Unit Member seniority list shall be created which may include laid off confidential and classified management.

B. The time limit for Bargaining Unit Members who choose to exercise their displacement rights shall not exceed ten (10) calendar days.

C. A Bargaining Unit Member who has received notice of layoff may exercise his/her "Classification" seniority in the following order:

1. If a vacant position exists within the affected Bargaining Unit Member's current classification that is the same hours/days of assignment, in order of seniority the Bargaining Unit Member shall be placed into the vacant position.
2. If a laid off Bargaining Unit Member has sufficient seniority, he/she may displace the Bargaining Unit Member with the equal or next greatest amount of hours/days of assignment, in the same classification, who has less seniority. If the affected Bargaining Unit Member does not have enough seniority to displace another Bargaining Unit Member in their same classification, then he/she may bump, in the same manner, into classifications in which they have previously worked as determined by seniority.
3. A displaced Bargaining Unit Member shall have the same layoff options and may exercise seniority displacement as though he or she was being laid off.

12.3 REEMPLOYMENT RIGHTS:

A. The District will provide a current Reemployment List (List) for each classification, and final placement list of Bargaining Unit Members to CSEA Chapter 236 after the bumping process has been completed. Said List and placement list shall be kept current and a copy provided to CSEA Chapter 236 every 90 calendar days.

B. Bargaining Unit Members who have been laid off shall be placed on the List for thirty-nine (39) months.

C. Bargaining Unit Members who, in lieu of layoff, have accepted any reduction in hours/days or an assignment to a lower classification shall be placed on the List for an additional twenty-four (24) months.

D. Where a position is vacant and one or more persons on the 39 or 63 month List have previously held the position, the position shall be given to the person with the most seniority.

E. When a position is vacant and no person on the 39 or 63 month List has previously held the position, the position shall be filled according to the following:

1. Persons on the 39 or 63 month Reemployment List shall have the opportunity to apply for any positions by filling out a District application, taking the applicable exam and meeting minimum qualifications (see definition).

2. **Definition of Minimum Qualifications**: Minimum qualifications shall include: passing of a District written and/or practicum exam and meeting all required components as enumerated on the applicable job description.

3. Where a position is vacant and the position has not been held by any person on the List, the position will be posted internally for Bargaining Unit Members and List applicants.

4. Where internal applicants and List applicants who have not previously held the position are part of the same pool, the decision of the hiring panel shall be final.

5. The following are the most likely scenarios:

   i. Where internal and List applicants apply for a position, the position shall be filled following the current interview process as defined in the collective bargaining agreement.

   ii. Where internal applicants apply for a position and no List applicants apply, the position shall be filled according to the current collective bargaining agreement which allows for the inclusion of external applicants.

   iii. List applicants who apply for a position where no internal candidates have applied shall be placed in the position based on seniority after demonstrating having met minimum qualifications (see definition 12.3 E (2).

F. Bargaining Unit Members who are laid-off or whose hours/days have been reduced shall receive offers to substitute or work in temporary assignments, if those assignments are in excess of five work days, in any classification they meet substitute minimum qualifications before any other Bargaining Unit Member or outside applicant. Affected Bargaining Unit Members shall notify the District in writing of those classifications they are interested in working by responding to the District Substitute Interest Form annually.

G. If there is extra work or overtime of two or more hours, Bargaining Unit Members affected by a reduction in hours shall be offered extra or overtime work in the same manner as outlined in the above paragraph. This provision supersedes current collective bargaining contract language found in Article 5.4.2 as long as there are Bargaining Unit Members with reduced hours from a layoff.

H. Testing dates shall be scheduled as vacancies occur to allow laid-off Bargaining Unit Members a chance to meet testing requirements of the enumerated minimum qualifications.

I. The reply window for accepting reemployment offers is five (5) days after the District receives the signed receipt or there is confirmed contact by phone or email, the notice is undeliverable, or there are two failed delivery attempts by the postal service. If a laid-off Bargaining Unit Member does not reply within this window, the individual's name shall be skipped on the List for that vacancy. It is the laid-off Bargaining Unit Member's responsibility to keep all contact information current

with the District. A "Day" is any day in which the District Office is open for business.

12.4 EFFECTS OF LAYOFF:

A. Laid off Bargaining Unit Members may still Job Shadow per Article 4.4 of the Collective Bargaining Agreement.

B. Bargaining Unit Members who are laid off shall have up to eight (8) hours paid time to attend meetings with representatives from the Employment Development Department (EDD), CSEA Representatives, CalPERS, and District Personnel regarding their employment status. Any additional time needed can be used from any accrued vacation or sick leave.

C. Affected Bargaining Unit Members may use any accrued vacation or sick leave for the purpose of seeking alternative employment.

D. A Bargaining Unit Member reemployed after being laid off shall be fully restored to his/her class with all rights to previous permanent or probationary status. Service credit and benefits shall not accrue during the period of layoff.

E. For up to 63 months, Bargaining Unit Members who exercise their bumping option will be able to accrue up to a maximum of two years vacation hours as allowed in the year that the layoff occurs which includes any carry over hours and hours advanced on July 1.

F. Bargaining Unit Members who are laid off will be paid $2.75 more per hour than the current sub rate to substitute in any classification for which they qualify. If a Laid-Off Bargaining Unit Member does a Long Term Substitute Assignment, then he/she will be paid "Step NH" on the salary schedule for that classification for each consecutive day after the 20th day worked.

a. Long Term Substitute Assignment: Any work done in a classification that exceeds 20 days in the same assignment without a break in service.

b. Break in Service: A day of non-work due to personal reasons/choice, or the end of an assignment in a classification. If the end of an assignment is followed by no offer of work for three days or if the Laid Off Bargaining Unit Member works in another classification for three or less days, followed by work in the same classification as the initial assignment, then there is no break in service.

G. Any Bargaining Unit Member wrongfully laid off, reduced in hours, or not re-employed shall be made whole.

ARTICLE 13
EVALUATION PROCEDURES

13.1 BARGAINING UNIT MEMBER EVALUATIONS: The Bargaining Unit Member evaluation is intended to be a constructive tool, that utilizes open and honest communication, to discuss the Bargaining Unit Member's job performance. The intent of the evaluation is to identify areas of performance that are outstanding, proficient, progressing, or unsatisfactory. Evaluations shall not be used as discipline.

13.2 THE EVALUATOR: The evaluator shall be the Bargaining Unit Member's immediate supervisor or next higher management level employee who is so designated by District management. Evaluations shall be made on the basis of first-hand knowledge. Evaluations shall be made with honesty and without bias.

13.3 PROBATIONARY EVALUATION PERIODS: Probationary Bargaining Unit Members will be evaluated at the end of the third (3rd) month of service and at the end of the Bargaining Unit Member's probationary period. If any of these time periods occur during a Bargaining Unit Member's non-work days the evaluation shall be given within 10 working days of their return to work.

13.3.1. PROBATIONARY EVALUATION CONFERENCES

Evaluators shall meet with the Probationary Bargaining Unit Members within their first month to discuss job expectations and the probationary evaluation process. Evaluators shall then meet informally with Probationary Bargaining Unit Members during their second (2nd), fourth (4th) and fifth (5th) month of service to the District to discuss their job performance. The initialed Classified Employee Evaluation Form shall serve as an acknowledgement that these meetings have taken place. See Appendix A.

13.4 PERMANENT PRE-EVALUATION CONFERENCE: The evaluation conference is an informal meeting where the Bargaining Unit Member and the evaluator meet to discuss job performance. The evaluation conference shall take place during normal working hours, shall be confidential, and occur between December 1st and February 1st . The evaluator and the Bargaining Unit Member's initials on the Classified Employee Evaluation Form will serve as an acknowledgement that this meeting took place. See Appendix A.

13.5 PERMANENT EVALUATION Utilizing the evaluation form in Appendix A, permanent Bargaining Unit Members shall be evaluated once per year between March 1st and May 1st.

A. Employee Response: Upon completion of the evaluation, the Bargaining Unit Member shall sign the evaluation form and be provided with a copy. The evaluation shall be placed into the Bargaining Unit Member's personnel file no less than ten (10) working days following the evaluation conference. The Bargaining Unit Member shall be allowed to make a written response regarding the evaluation. Said response shall be attached to the evaluation provided it is received by the District Office no later than the last day of student attendance of the current school year.

B. Unsatisfactory Performance: No Bargaining Unit Member shall be given a performance rating of unsatisfactory, unless the District has taken steps with the Bargaining Unit Member to redirect the Bargaining Unit Member in any of the performance categories.

13.6 IMPROVEMENT PLAN: An Improvement Plan is a tool to support the Bargaining Unit Member to make progress in an area identified as needing improvement (see Appendix A-1 for Improvement Plan Form). Improvement Plans may be implemented at any time during the year to support Bargaining Unit Members in any performance category from the Evaluation Form. The Improvement Plan shall include the following components:

A. One identified performance category from the Evaluation Form.

B. Resources/recommendations specific to the identified performance category.

C. Bargaining Unit Member input.

D. Clear expectations/goals.

E. Timelines for follow-up conversations regarding progress on the Improvement Plan shall occur no later than 45 working days after implementation.

F. If the expectations/goals identified on the Improvement Plan have been met, the performance category identified within the Improvement Plan shall be deemed completed and attached to the current evaluation.

G. If the supervisor identifies that the Bargaining Unit Member needs more time to complete the expectations/goals as identified in the Improvement Plan, the supervisor may extend the plan an additional 30 working days.

ARTICLE 14
DISCIPLINARY PROCEDURES

14.1 **EXCLUSIVE DISCIPLINARY PROCEDURE:** Discipline shall be imposed upon permanent Bargaining Unit Members only pursuant to this article.

14.2 Bargaining Unit Members shall be afforded Union representation through all steps of the discipline process.

14.3 **PROGRESSIVE DISCIPLINE:** Prior to imposing formal disciplinary action against a Bargaining Unit Member, the District shall follow the principles of progressive discipline, except in cases where the safety of District employees, students, or the public, might be in question; or in cases of theft or intentional damage to District property.

14.4 **CAUSE:** Discipline shall be imposed on permanent Bargaining Unit Members only for just cause as prescribed herein. Disciplinary action is defined as set forth in Section 45101 (e) of the Education Code.

(a) Incompetence or inefficiency in the performance of the duties of his/her position.

(b) Inability to perform assigned duties due to failure to meet or retain job qualifications.

(c) Insubordination.

(d) Carelessness or negligence in the performance of duty or in the care or use of District property.

(e) Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.

(f) Dishonesty.

(g) Reporting for work under the influence of alcohol or possessing or consuming alcoholic beverages while on duty.

(h) Addiction to the use of narcotics or a restricted substance, use of narcotics or restricted substances while on the job, or reporting to work while under the influence of a narcotic or restricted substance, or possession of narcotics or a restricted substance while on duty.

(i) Personal conduct unbecoming to an employee of the District while on duty.

(j) Engaging in political activity during assigned hours of employment.

(k) Conviction of a felony or crime involving moral turpitude.

(l) Arrest for a sex offense as defined in Education Code Section 44010.

(m) Absence without leave or repeated tardiness.

(n) Abuse of illness or other paid leave privileges.

(o) Knowingly falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.

(p) Persistent violation or refusal to obey safety rules and regulations made applicable to public schools by the District or by an appropriate federal, state, or local governmental agency.

(q) Offering anything of value or offering any service in exchange for special treatment in connection with the Bargaining Unit Member'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.

(r) Willful or persistent violation of the Education Code or rules and regulations of the District.

(s) Any willful conduct tending to injure the District.

(t) Abandonment of position. Defined as absence without leave for five consecutive working days without notification of supervisor or District office.

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

(v) Membership in the Communist Party. (Education Code Section 45303).

14.5 **PRE-REMOVAL SAFEGUARDS:** Prior to taking any disciplinary action against a Bargaining Unit Member, the District shall fully comply with the minimum pre-removal safeguards as set forth by the California Supreme Court in Skelly vs. State Personnel Board and applicable law.

14.6 **DUE PROCESS:** When taking disciplinary action against a Bargaining Unit Member, the District shall fully comply with the due process provision of the California Constitution, the Fourteenth Amendment to the United States Constitution, the Education Code and applicable case law.

14.7 **ASSOCIATION RIGHTS:** The Association shall be notified of any disciplinary action to be taken against a Bargaining Unit Member.

14.8 **HEARINGS:** All hearings conducted pursuant to this Article shall be conducted by a neutral hearing officer.

ARTICLE 15
SAFETY

15.1 **OCCUPATIONAL SAFETY:** The District and the Association agree to abide by the Occupational Safety and Health Act Standards.

15.2 **REPORTING UNSAFE CONDITIONS:** It is the responsibility of all classified Bargaining Unit Members to report unsafe conditions to their supervisor immediately.

15.3 **SAFETY:** No Bargaining Unit Member shall be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. Working conditions and equipment shall be maintained in compliance with standards prescribed by federal, state, and local laws and regulations.

15.4 **POSTINGS:** The District shall make Health and Safety Postings at all job sites when appropriate.

ARTICLE 16
ORGANIZATIONAL SECURITY

16.1 The District will deduct Association membership as notified by the Association. Such deductions shall be made only upon submission of the Association's form to the District's designated representative.

16.2 The Association president or his/her designee shall promptly notify the District in writing of any changes in membership dues for Bargaining Unit Members.

16.3 The District and Association agree to furnish to each other in a timely manner any relevant information needed to fulfill the provisions of this Article. This shall include that the District will provide the Association with the names, last 4 digits of Social Security numbers, job titles, departments, work locations, dates of hire, home, and personal cellular telephone numbers, personal email addresses on file with the District, and home addresses of newly hired Bargaining Unit Members (within 30 working days of the date of hire) and current Bargaining Unit Members on the last working day of September, January, and May as required by Government Code Section 3558.

16.4 The District will not deter or discourage Bargaining Unit Members or applicants for Bargaining Unit positions from remaining or becoming CSEA members. Should a Bargaining Unit Member request the District to make, cancel, or change a dues deduction to CSEA, or otherwise inquire regarding CSEA membership, the District shall promptly refer any such questions or requests to the CSEA Labor Relations Representative. The District will not interfere with CSEA's internal administration of membership dues, except as allowed by law.

16.5 The District shall take all reasonable steps to safeguard the privacy of a Bargaining Unit Member's personal information, including but not limited to Social Security Numbers, personal addresses, personal phone numbers, personal cellular phone numbers, and status as a union member. This does not affect the District's obligation to comply with a lawful request for public records under the California Public Records Act.

16.6 No individual Bargaining Unit Member may file a grievance regarding any administration of Article 16, Organization Security. Any dispute as to the amount of the CSEA Dues shall be resolved pursuant to the regulation of the Public Employee Relations Board.

16.7 The Association and CSEA agree to indemnify and hold harmless the District against any and all liabilities, claims or actions which may be brought against said District or the District Board of Trustees individually or collectively, its officers, employees and agents, including reimbursement for all cost, expenses, fees and judgments incurred by the District in providing an effective defense against all lawsuits or other legal proceedings, arising out of and in connection with this article.

ARTICLE 17
CONCERTED ACTIVITIES

17.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this agreement, including compliance with the request of other labor organizations to engage in such activity.

ARTICLE 18
SUPPORT OF AGREEMENT

18.1 **SAVINGS CLAUSE:** If any provision in this Agreement is rendered invalid due to mandated changes in laws, rules and regulations or by orders of a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

18.2 **MEET AND NEGOTIATE REPLACEMENT:** In the event of invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

18.3 **EFFECT OF AGREEMENT:** It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures, state statutes, to the extent authorized by state law, and that in the absence of specific provisions in the Agreement, District practice and procedures shall continue and shall not change without the mutual consent of the parties.

ARTICLE 19
TERM OF AGREEMENT

19.1 **TERM OF AGREEMENT:** This Agreement shall remain in full force and effect from July 1, 2026 – June 30, 2029. The parties shall notify each other in writing no later than 5:00 p.m. on March 15, 2029, of its request to modify, amend or terminate this Agreement.

19.2 **REOPENERS:** Two articles may be reopened by each party for the succeeding school years during the term of the agreement. While using Interest Based Bargaining, additional articles may be opened by mutual agreement. The Association shall notify the District by March 15 each year of its intent to reopen.

APPENDIX A

VICTOR ELEMENTARY SCHOOL DISTRICT
CLASSIFIED EMPLOYEE EVALUATION FORM

Name: _____ **Date:** _____

Position: _____ **Site/Dept:** _____

Evaluator: _____ **Title:** _____

EMPLOYEE STATUS	**FOR THE PERIOD ENDING**	**PROBATIONARY MEETING** Emp/Sup Initial
☐ PERMANENT ☐ PROBATIONARY Date of Eligibility for Permanent Status: _____	☐ 3 MONTHS ☐ 6 MONTHS / 130 DAYS *(whichever is longer)* ☐ ANNUAL	☐ 1st MONTH ____/_____ ☐ 2nd MONTH ____/_____ ☐ 4th MONTH ____/_____ ☐ 5th MONTH ____/_____

If 6 month evaluation	**PERMANENT EMPLOYEE PRE-EVALUATION CONFERENCE**
☐ Recommend this employee for permanent status ☐ Do not recommend this employee for permanent status	Date: ___/___/___ Employee: _____ Supervisor: _____

PERFORMANCE CATEGORY	UNSATISFACTORY	PROGRESSING	PROFICIENT	OUTSTANDING
Work Competence & Quality Choose a rating.	Does not demonstrate understanding of duties or work standards; frequent errors and rework required	Shows partial understanding of duties; occasionally produces accurate work but requires reminders and oversight	Demonstrates clear understanding of duties and consistently produces accurate, timely, and thorough work	Demonstrates deep knowledge, exceeds quality standards, proactively improves processes, and serves as a reliable resource to others
Initiative & Problem Solving Choose a rating.	Requires constant direction; resists change and struggles to resolve problems	Sometimes initiates tasks with guidance; adapting with reminders; occasionally offers solutions	Works independently with minimal supervision; adapts appropriately and resolves most problems effectively	Self-starter who anticipates needs; confidently responds to change; models initiative and creative problem solving
Reliability & Time Management Choose a rating.	Disorganized; frequently late or absent; often misses deadlines and fails to follow procedures	Sometimes organized but requires prompting; attendance and punctuality occasionally inconsistent	Organized, punctual, dependable; consistently meets deadlines and follows policies	Highly reliable; plans ahead; attendance exemplary; consistently exceeds expectations for organization and timeliness
Communication & Teamwork Choose a rating.	Communication ineffective or unprofessional; resists collaboration; negatively impacts team	Sometimes communicates clearly; collaborates only when prompted; teamwork inconsistent	Communicates clearly, courteously, and on time; collaborates effectively; contributes to positive team culture	Consistently professional and tactful; initiates collaboration; inspires teamwork and strengthens relationships

PERFORMANCE CATEGORY	UNSATISFACTORY	PROGRESSING	PROFICIENT	OUTSTANDING
Compliance & Confidentiality Choose a rating.	Fails to follow directions, policies, or safety procedures; record keeping inaccurate; confidentiality not maintained	Sometimes needs reminders; occasionally inconsistent with policies or record keeping	Consistently follows directions, policies, and safety procedures; maintains accurate records; safeguards confidential information	Anticipates needs, models adherence to policies and safety practices; develops systems for record keeping; always exercises discretion
Professionalism & Judgement Choose a rating.	Demonstrates poor judgement; lacks professional demeanor or language; conduct negatively impacts workplace	Occasionally professional; sometimes inconsistent in judgement or demeanor	Consistently professional in demeanor, language, and conduct; uses sound judgement; resolves issues responsibly	Role model of professionalism; demonstrates exceptional judgement; resolves conflicts diplomatically; enhances workplace culture

Evaluator Comments & Recommendations:

Evaluator Signature: _____ **Date:**_____

Employee Signature: _____ **Date:**_____

Employee Note:
Per CSEA Agreement, Article 13.6 - If you so choose, you may submit a written response to be attached to this evaluation, which will be placed in your Personnel File.

APPENDIX A-1

Victor Elementary School District
Classified Improvement Plan

Employee: Date: Position/Site:

Performance Area: (Note performance area from evaluation rubric and give specific example)	Follow-up Your progress toward meeting standards in the identified area is as follows: (Note date and specific details of follow-up meetings)
Evaluator's Recommendations: (List recommendations that are observable)	
Recommended Resource(s): (Provided by employer)	
Timeline for follow-up: (List Specific Dates)	Next Steps if Applicable:

_____ _____
Evaluator Evaluatee

_____ _____
Date Date

Meets standard: _____
Date

HOLIDAY LISTING

INDEPENDENCE DAY

LABOR DAY

ADMISSIONS DAY (OR AN IN LIEU DAY)

VETERANS DAY

THANKSGIVING DAY

FRIDAY AFTER THANKSGIVING DAY

CHRISTMAS EVE DAY

CHRISTMAS DAY

NEW YEARS EVE DAY

NEW YEARS DAY

MARTIN LUTHER KING DAY

PRESIDENT LINCOLN'S BIRTHDAY

PRESIDENT'S DAY

SPRING HOLIDAY

MEMORIAL DAY

JUNETEENTH DAY

Victor Elementary School District
CLASSIFIED EMPLOYEES
Salary Schedule
2026-2027
(Reflects a 3.5% increase)

APPENDIX C

Range 1	Cashier	Range 9	Warehouse Person, Grounds Person, Translator, Nutrition Services Account Clerk
Range 3	Instructional Assistant, Food Service Worker, Library Media Instructional Assistant	Range 10	Secretary
Range 4	Cook, Para Educator – Resource Specialist Program (RSP), Receptionist/Health Attendant	Range 11	School Secretary, Maintenance I, Accounting Technician
Range 6	Delivery Person, Para Educator – Special Day Class & SUCCESS (Emotional Disturbance) SDC Class/1:1, Attendance Liaison, Instructional Assistant-Bilingual	Range 12	Support Services Secretary, Health Clerk/LVN
Range 7	Lead Cook	Range 13	Electrician, HVAC Specialist, Nutrition Services Equipment Technician, Locksmith, Low Voltage Specialist, Technology Support Technician
Range 8	Library/Media Clerk, School Clerk, Clerk Typist, District Media Clerk, Day Custodian, Night Custodian, Technology Instructional Support Specialist, Bilingual Clerk Typist		

RANGE AND STEPS

(Placement on the salary schedule does not equate to total years of service in the District.)

Steps=		**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**
Years=	**NH**	**1**	**2**	**3**	**4**	**5**	**6**	**(7-9)**	**(10-12)**	**(13-15)**	**(16-18)**	**(19-21)**	**(22-24)**	**(25+)**
Range														
1	22.53	23.27	23.99	24.65	25.40	26.19	26.97	28.31	29.79	31.24	32.76	34.47	36.20	37.24
2	23.23	23.99	24.65	25.40	26.19	26.97	27.80	29.20	30.62	32.16	33.70	35.42	37.21	38.34
3	23.95	24.65	25.40	26.19	26.97	27.80	28.62	30.02	31.55	33.10	34.74	36.54	38.37	39.53
4	24.62	25.40	26.19	26.97	27.80	28.62	29.47	30.95	32.55	34.12	35.79	37.62	39.50	40.70
5	25.39	26.19	26.97	27.80	28.62	29.47	30.41	31.86	33.50	35.16	36.94	38.75	40.69	41.88
6	26.16	26.97	27.80	28.62	29.47	30.41	31.29	32.79	34.49	36.25	38.05	39.90	41.92	43.18
7	26.95	27.80	28.62	29.47	30.41	31.29	32.19	33.83	35.48	37.27	39.15	41.14	43.21	44.52
8	27.79	28.62	29.47	30.41	31.29	32.19	33.14	34.82	36.59	38.40	40.31	42.34	44.43	45.78
9	28.58	29.47	30.41	31.29	32.19	33.14	34.16	35.80	37.66	39.53	41.47	43.53	45.67	47.05
10	29.47	30.41	31.29	32.19	33.14	34.16	35.19	36.96	38.78	40.74	42.77	44.94	47.19	48.59
11	30.36	31.29	32.19	33.14	34.16	35.19	36.26	38.09	39.92	41.97	44.04	46.22	48.53	49.99
12	31.24	32.19	33.14	34.16	35.19	36.26	37.30	39.22	41.15	43.23	45.35	47.63	49.99	51.48
13	32.17	33.15	34.14	35.18	36.26	37.34	38.43	40.40	42.39	44.53	46.72	49.06	51.50	53.02

Longevity Increment: Beginning of the 20th year of service in the District = base salary plus $1,500
Beginning of the 27th year of service in the District = base salary plus $2,500

BOARD APPROVED: 6/24/2026

APPENDIX D

VICTOR ELEMENTARY SCHOOL DISTRICT
GRIEVANCE FORM – LEVEL 1
CLASSIFIED

GRIEVANT: _____

ARTICLE(S) ALLEGED VIOLATED: _____

DATE SUBMITTED: _____

CONSCISE STATEMENT OF ALLEGED VIOLATION(S):

_____

_____

_____

_____

_____

SUGGESTED REMEDY:

_____

_____

_____

_____

_____

DISTRICT RESPONSE - LEVEL 1

_____

_____

_____

_____

_____ _____

DATE **SIGNATURE**

APPENDIX E

VICTOR ELEMENTARY SCHOOL DISTRICT
COMP TIME LOG

NAME	SITE	DATE	POSITION	*HOURS WORKED 1.0 (Extra Time)	**HOURS WORKED 1.5 (Overtime)	PROJECT/REASON	EMP. INITIALS	SUPERVISOR INITIALS	TO BE USED BY DATE	HOURS USED	DATE HOURS USED	BALANCE

*Regular Time = extra hours above your regular assignement not to exceed 8.0 hours.
**Overtime earned
Send electronic copies of this log to Administrative Services on the following dates: November 30th, February 28th, June 1st