AGREEMENT

BETWEEN THE

TURLOCK UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

C.S.E.A. TURLOCK CHAPTER NO. 56

July 1, 2023 – June 30, 2026

2025-2026 Re-Opener Agreement

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ARTICLE I

AGREEMENT

1. **Agreement.** This Agreement is made and entered into this effective March 19, 2024, by and between the Turlock Unified School District, hereinafter referred to as "District," and the California School Employees Association and its Turlock Chapter #56, hereinafter referred to as "CSEA." This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code of the State of California. By entering into the Agreement, both Parties acknowledge and agree that this Agreement shall remain in effect until negotiations are completed regardless of the expiration date of the current Agreement.

2. **Duration.** This Agreement shall remain in effect from July 1, 2023 until June 30, 2026.

3. **Contract Re-openers.** CSEA and the District shall present two (2) Articles for re-openers in addition to Salaries for the 2024-2025 and 2025-2026 school years.

4. **Non-substantive Changes**. By mutual agreement and verification from both Parties, non-substantive changes may be made to contract language that do not impact terms and conditions of employment prior to the Agreement being printed for mass distribution (i.e. his/her to employee, grammar cleanup etc.).

5. **Copies of Contract.** Within thirty (30) days after the approval of the contract by the Board of Trustees, copies of the collective bargaining agreement shall be made accessible to bargaining unit members via electronic means (i.e. PDF email attachment). Physical copies shall be provided upon request for bargaining unit members as soon as practicable.

6. **Purpose of the Agreement.** The purpose of this Agreement is to facilitate the improvement of personnel management, employer-employee relations, and to provide equitable and collaborative procedures for the resolution of differences. In addition, to establish rates of pay/employer contributions toward benefits and other terms and conditions of employment.

7. **Definitions.** For purposes of this Agreement, unless otherwise defined within a particular Article, the following definitions apply:

    7.1 Seniority. Seniority shall be determined totally by date of hire and not by "hours in paid status."

ARTICLE II

RECOGNITION

1. **Turlock Unified School District Operations and Support Services Unit.**

   SHALL INCLUDE: Bus Driver; Mechanic/Bus Driver; Bus Driver/Dispatcher; Bus Driver/Trainer; Cafeteria Driver; Child Nutrition Custodian/Warehouser/Deliverer; Dispatcher-School Bus Training Officer; Lead Mechanic; Cafeteria Cashier Server; Cafeteria Helper Server; Food Service Assistant I; Food Service Assistant II; Food Service Lead; Student Store Clerk; Custodian/Groundskeeper; Custodian; Custodian/Groundskeeper-Head Start; Custodian/Warehouser/Deliverer; Groundskeeper; Head Custodian; Head Custodian/Groundskeeper; Lead Custodian; Electrician; Lead Maintenance Worker; Maintenance Worker; Painter/Maintenance Worker; Audio-Visual Technician; Computer Repair Technician; Lead Computer Repair Technician; Network Engineer; Network Technician; Telecommunication Technician; and Athletic Trainer.

2. **Turlock Unified School District Para-educator, Campus Supervisor Unit, and Student Support Services.**

   SHALL INCLUDE: Bilingual Para-educator; Bilingual Interpreter/Translator; E.S.L. Para-educator; Head Start Para-professional; Para-educator; Preschool Para-educator; Special Education Para-educator-Non-Severe; Special Education Para-educator-Severe; Career Navigator; Campus Supervisor-Elementary; Campus Supervisor-Secondary; Coordinator of Campus Supervisors; Crossing Guard; Family Service Worker; Job Developer/Coach; Sign Language Interpreter; Sign Language Interpreter Specialist; Student Welfare and Attendance Assistant; and Student Welfare & Attendance Specialist; Speech Language Pathology Assistant.

3. The bargaining unit shall exclude all management, supervisor, confidential and short-term employees (as defined per Education Code) and all other classified employees whose positions are not identified above.

4. The determination of management, confidential, or supervisory employees shall be made by mutual agreement of the parties. Disputed designations shall be made by PERB.

ARTICLE III

DISTRICT RIGHTS

1. **District Authority.** The parties agree that the District retains all of its powers and authority to control the operation of the District and the sole limitation being the specific and express terms of the Agreement. The parties also agree that the District retains full authority to act on any matters not limited by the specific and express terms of this Agreement.

2. **Contracting Out.** The District may contract out work (1) where there is an urgent need for such work to be performed; (2) where there is an insufficient number of employees to perform the work as the workload of bargaining unit members does not allow the completion of a project or task within a reasonable period of time; (3) where employees do not possess adequate training, certification or expertise to perform the work; or (4) where the District does not have the specialized tools, equipment or supplies to perform the work. In no case shall the contract cause a unit member to be laid off, transferred, reassigned, demoted, or have a reduction in hours. (E.C. 45103.1)

ARTICLE IV

NON-DISCRIMINATION

1. The District and CSEA agree not to discriminate against any unit member on the basis of race, color, creed, national origin, religion, sex, pregnancy, age, sexual orientation, political beliefs, political activities, political affiliation, marital status, veteran status, job status, or physical disability. The District and CSEA agree to comply with all federal and state laws regarding non-discrimination. Further, the District agrees not to discriminate against an employee because of his/her membership in CSEA or because of the exercise of his/her rights under District written rules, the laws and this Agreement.

ARTICLE V

TRANSPORTATION WORKING CONDITIONS

1. **Trips.** Trip assignments will be distributed and rotated equitably among drivers and there shall be two (2) separate rotation lists for the assignment of these trips as indicated in Section 9 of this Article.

2. **Overnight Stays.** Notwithstanding any other provision of this Agreement, if a trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning.

3. **Standby.** Bus drivers on trips, including but not limited to athletic events, field trips, and extracurricular trips who are required to remain on standby for the duration of the event for which the trip is made, shall be paid for all standby hours at their regular rate of pay. Whenever any combination of driving and standby hours in a day exceeds eight (8) hours, the employee shall be compensated at the appropriate overtime rate based on the employees pay rate. Bus drivers on trips that are booked as a "double back" shall be compensated at their regular rate of pay for a minimum of 4 hours.

4. **Mechanical Failure.** Whenever, as a result of the unavailability of appropriate District vehicles due to mechanical or other malfunctions, a bus driver regularly scheduled to work is unable to work, the driver shall receive pay at the rate the driver would have received for working that day, or be assigned alternate tasks.

5. **Reimbursement.** Drivers shall be reimbursed for bridge tolls and parking fees incurred during authorized school trips. Expenses for lodging for approved overnight trips shall be paid by purchase order if the request is received in a timely manner. An itinerary for each out of District trip shall be provided to each driver. The District shall reimburse drivers for the bus driver's certificate, commercial driver's license and required first aid certificate.

6. **Trip Cancellation.** The District shall pay a bus driver a minimum of 1-1/2 hours on occasions when the driver reports for duty and the trip is cancelled without prior notice. The driver shall not be entitled to this 1-1/2 hours if he has received at least four hours prior notice of the cancellation.

7. **Annual Establishment of "Base Workday."** The District shall annually establish the workday for all bus drivers according to the following procedures and all bus drivers will fulfill the minimum of all workday hours per day.

    7.1 Under normal conditions, when the District determines that it can accurately project its transportation needs prior to the opening of the traditional school year, the District will establish its bus routes by a date which will enable bus drivers to bid for routes approximately one (1) week prior to the opening of the traditional school year.

Under unusual circumstances or when the District determines that it cannot accurately project its transportation needs prior to the opening of the traditional school year, each bus driver shall begin the new school year with a workday of no less than his/her workday which existed at the conclusion of the previous school year and will continue with this workday until such time that the District determines that it can accurately determine its transportation needs for the remainder of the school year.

In either case, the District will not establish its final bus routes until after CSEA has had an opportunity to provide input. These posted routes shall include the anticipated hours, routes, students and scheduled stops.

After these routes are established and posted by the District, each bus driver shall have the right to select his/her route based upon seniority. The District shall post these routes for a minimum of five (5) workdays. Bus drivers shall bid for combined routes which includes morning (a.m.)/afternoon (p.m.) bus routes. In addition to combined routes, bus drivers shall bid for available mid-day routes based on seniority order (highest to lowest). Buses shall be assigned by the Director of Transportation or designee based upon seniority. Combined routes (a.m./p.m.) and mid-day routes shall be bid upon concurrently. Schedules for combined routes and mid-day routes must align. All drivers will then be invited to attend a route bid meeting where all of the bidding will be completed. When extenuating circumstances exist and a bus driver is physically unable or unavailable to attend the route bid meeting, the bus driver will contact (email, text, phone call etc.) the Director of Transportation or designee and inform them of their absence. The bus driver may assign a designee to bid for their preferred bus route(s). In the absence of a designee, the selection shall be made by the appropriate CSEA representative. If no selection is made on behalf of the absent bus driver as a result of not having a designee and/or the CSEA representative not having knowledge of the driver's preference, the driver shall have the option to select from available bus routes upon their return. Bus drivers who are required to attend a meeting to make such route selections during their non-work hours shall be paid no less than one (1) hour's wage for participating in the bidding process. Drivers who are not otherwise scheduled to work on the day of the meeting and who are required to attend shall be paid two hour's wages for participating. Each driver shall have a reasonable amount of time, as established by the manager, to decide on a route.

It is agreed and understood that the District's establishment of routes at the beginning of each school year may result in the involuntary reduction of workday for any or all bus drivers from the previous school year. After the bus drivers have selected their respective routes for the new school year, the bus drivers' respective workdays shall be considered as their "base workday" for the remainder of that school year. The District may not again involuntarily reduce any bus driver's workday below that driver's "base workday" during the remainder of that school year, except pursuant to the Layoff procedures. Such drivers shall have the right to restore reduced hours consistent with the provisions of the Layoff article.

If an additional route develops or if a vacancy occurs at any time after the district has established its bus routes for that school year, the following procedures shall apply:

(a) The District reserves the right to temporarily assign a driver to the route. The District shall make a good faith effort to expedite the process.

(b) The Director of Transportation or designee shall post the vacant route for a minimum of three (3) business days. Eligible drivers with equal or less assigned work hours, may sign-up for the vacant route. All transportation employees shall be notified via district email. *Note, in order to be considered for the bus route, candidates shall be required to sign-up for the vacancy.

(c) The most senior driver shall be awarded the available route. Failure to immediately accept the additional route or vacancy when the position is offered verbally and/or in writing, shall be considered as a refusal to accept the vacancy. The declination by the employee shall be irrevocable.

(d) Each subsequent vacancy which results from a change in a driver's assignment, pursuant to (a) and (b) above, shall be filled in the same manner.

(e) In the event there are no volunteers to fill the original or subsequent vacancies, the District retains the option to involuntarily make such assignments based on reverse (lowest to highest) seniority.

(f) The Director of Transportation shall meet with all drivers prior to the last contracted day of work for 2022/2023 school year to discuss and review new route bidding procedures for the upcoming 2023/2024 school year.

7.2 Seniority shall be defined according to Article I, Section 4 (Agreement) of this Agreement.

7.3 If two or more bus drivers have equal class seniority, the difference(s) in seniority shall be determined in the following order: a. hire date; b. years of experience as a bus driver; c. by lot.

7.4 No unit member's bus driver workday which is six hours or more per day shall be reduced to less than six hours per day. However, the District shall have the right to establish a bus route with a total workday of less than six hours. Bus drivers without an assigned route will be assigned duties on a daily basis.

7.5 The District retains the right to make reasonable increases in the workday beyond the "base workday" for any bus driver at any time during the school year if unanticipated increases in student transportation needs arise as

determined by the District. Any such increase in workday beyond a bus driver's "base workday" may subsequently be reduced if the District determines that such additional increases are no longer required. However, the District may not involuntarily reduce any bus driver's hours below that driver's "base workday" during the remainder of that school year.

7.6 The District and CSEA agree that the District has no obligation to negotiate the decision or the impacts and effects of the decision to reduce or increase hours in accordance with this article.

7.7 In the event that no bus driver selects one (1) or more bus routes which have been posted, the district reserves the right to assign the least senior bus driver(s) to any such route(s) even if this involuntary assignment results in an involuntary increase in workday for that bus driver.

8. **Involuntary Route Changes**. The District shall retain the right to involuntarily transfer a bus driver from one bus route to another bus route at any time, so long as such involuntary transfer does not result in a reduction of that bus driver's "base workday", if the District determines that such an involuntary transfer is necessary to avoid danger to the driver, danger to any other person or other serious problems related to the health and welfare of students or the efficiency of District operations. Any such driver who is involuntarily transferred shall be entitled, upon request, to a written explanation of this involuntary transfer and an opportunity to appeal this involuntary transfer to the superintendent or designated assistant superintendent. The decision of the superintendent or designee shall be final.

9. **Temporary Assignments.** When a regular bus driver will be absent for ten (10) or more consecutive workdays, or if the Director of Transportation has received a doctor's verification prior to the regular bus driver being absent, and the absence will be longer than ten (10) days, the following procedures shall apply:

9.1 The Director of Transportation or designee shall contact drivers with less assigned work hours in rank-order of their seniority.

9.2 Each contacted driver shall have first right of refusal to the temporary vacancy. Failure to immediately accept the temporary assignment shall be considered as refusal.

9.3 Each subsequent vacancy which results from this original temporary reassignment shall also be filled in the same manner as described in 9.1 and 9.2.

9.4 Each affected driver shall return to his/her regular assignment and regular hours per day upon the return of the driver whose absence created the original temporary vacancy.

9.5 In the event that there are no volunteers to fill the original or subsequent vacancies, the District retains the option to involuntarily make such temporary assignments based upon reverse seniority.

10. **Extra Trip Assignments.**

10.1 Extra trip assignments will be distributed and rotated among School Bus Drivers. Extra trip assignments will not be offered to Bus Driver/Assistant Mechanic, Bus Driver/Dispatcher, Dispatcher/School Bus Training Officer and the Bus Driver/Trainer during the workweek. Weekend trips will be rotated amongst all Transportation Department classified employees who possess and maintain a valid bus certificate. Extra trip assignments shall be reviewed and approved by the Director of Transportation and will be distributed in the following manner.

1. Trip requests are date/time stamped as received.
2. Initial trips are distributed to drivers by seniority; in the order the trip requests are originally received.
3. Subsequent trips are then distributed equitably among drivers, based on extra trip hours in the order the trip requests are originally received.

There shall be two (2) separate rotation lists for the assignment of these trips. Drivers shall accept or decline an extra trip assignment no later than the end of their regular work-day, on the day following the offer (e.g. A trip offered on Monday shall be accepted or declined by the end of the employee's work day on Tuesday). The District will make a reasonable effort to post and maintain weekly the current rotation for review in the transportation department break room.

The lists shall be titled:

*Trips Which Occur During the Week
*Trips Which Occur on Weekends

Trips may include travel to mountainous and urban areas where specific driving proficiencies have been met. Drivers who have not met these requirements shall not have the option to participate in such trips. Drivers who opt out of the aforementioned trips shall not have hours counted against them on the trip board.

Each list shall include separate rotations to ensure an "equitable distribution" of hours for each type of trip. A driver shall have the right to decline such a trip, but this shall count toward the "equitable distribution" for this board in the same manner as if the assignment had been accepted. The employee has the right of refusal without discrimination or discipline.

Drivers will not be considered to have declined extra trips for dates on which they have submitted absence request forms prior to being offered the assignment or if the extra trip assignment is offered less than forty-eight (48) hours prior to the trip.

Drivers who accept an extra trip assignment and who are absent due to illness the day immediately preceding the scheduled trip, shall be considered to have forfeited the extra trip. The Director of Transportation shall have the option to review circumstances regarding the absence and make a determination which shall be considered final.

10.2 Summer Assignments - The District shall establish all summer assignments by a date which will enable bus drivers to bid for assignments prior to the traditional summer break. The District shall post these assignments for a minimum of five (5) work days. Drivers that bid on a summer school route or other transportation assignments must be able to drive or work that route or assignment the entire duration of summer school unless extenuating circumstances occur. In unusual circumstances or if unavailable to attend this meeting, the driver may indicate a designee to make this selection for him or her. In the absence of a designee, the selection may be made by the appropriate association representative.

11. **Mid-Day Routes.** Mid-day routes resulting from the absence or unavailability of the regular driver will not normally be assigned to a driver if this will result in that driver working in excess of eight (8) hours on that date. These hours shall be offered to drivers in order of seniority. Mid-day routes shall be defined as any route that falls between the employee's regularly assigned morning and afternoon routes.

12. **Use of Charters**. The District reserves the right to charter buses for specialized trips that involve long distances or have special storage needs. The District will notify the CSEA Chapter President in writing/electronic at least two (2) days in advance prior to a trip utilizing a charter unless extenuating circumstances occur. In cases of extenuating circumstances, the District will notify CSEA Chapter President as soon as the District becomes aware of the need for the Charter bus. Charter bus trips shall not be used for any type of sporting event unless it meets the above criteria, unless it falls under the purview of section 12.1

12.1. Athletic and Band parent-booster groups funding travel for competition may utilize Charter buses for a combined total of up to 10 trips districtwide per school year.

ARTICLE VI

HOURS OF WORK

1. **Workweek.** The normal workweek for employees shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This article shall not restrict the extension of the regular workday or workweek on an overtime basis, nor bar the district from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours.

2. **Workday.**

    2.1 The length of the workday shall be determined by the District for each classified assignment. Each employee shall be assigned a fixed, regular and ascertainable number of hours per day, days per week, days per year, and months per year. The employee shall be informed of the hours, days, weeks and months of the assignment at the time the employee begins employment with the District or transfers to a different position.

    2.2 The District may initiate a change in an employee's workday not to exceed forty-five (45) minutes either before or after the employee's current work schedule. The employee shall be provided written notice of change in their work schedule five (5) work days in advance of the effective date whenever practicable. This notification requirement shall not apply if an immediate change in schedule is required to ensure student safety. In the event that an employee's schedule is changed more than once per year, the District shall, upon the request of the employee, meet and confer with CSEA in good faith to bargain the impacts and effects of the proposed change.

    2.3 In the event a schedule change exceeding forty-five (45) minutes is required, the District may revise employee start and end times. Prior to initiating such change, the District shall provide notice to CSEA and meet and confer in good faith with CSEA regarding the impacts and effects of the proposed change to the employee workday.

3. **Lunch periods.** Employees shall be entitled to a duty free meal period after the employee has been on duty for four (4) hours. The length of time for such meal period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full-time employees at or about the midpoint of each work shift. However, if an employee misses a rest period due to unforeseen circumstances, it must be made up during the same workday. The missed period may be combined with the employee's lunch break with prior verbal approval from an administrator.

4. **Rest periods.** All employees shall be provided rest periods near the middle of each work period at the rate of fifteen minutes per four (4) hours worked or major fraction thereof. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay of the employee. The immediate supervisor shall determine the number of employees to be off at any one time. Certain specific time for breaks may

be assigned if duties of the position require someone to be present at all times. Rest periods shall not be added to the end of a work day for early dismissal.

The following list represents the rest period(s) hourly employees are entitled to:

Hours	**AM break**	**Lunch Minimum**	**PM break**
2 hours*	NA	NA	NA
3 hours*	NA	NA	NA
3.5 hours**	15 min.	NA	NA
3.75 hours**	15 min.	NA	NA
4 hours	15 min.	30 min.	NA
5 hours	15 min.	30 min.	NA
6 hours	15 min.	30 min.	NA
7 hours	15 min.	30 min.	NA
8 hours	15 min.	30 min.	15 min.

*Employees working less than 3.5 hours are not entitled to a rest period.
NA – Not Applicable
**One 15 min. break am or pm
Note: Overtime breaks/rest periods will be granted in the same manner as stated above.

5. **Overtime.**

5.1 All authorized time worked in excess of eight (8) hours per day, or forty (40) hours per week shall be compensated at a rate equal to one and one-half times the regular rate of pay.

5.2 If the District establishes a workday of less than eight (8) hours but seven (7) hours or more, and a workweek of less than forty (40) hours but thirty-five (35) hours or more for all employees in a classification, all time worked in excess of the established workday and workweek shall be deemed to be overtime.

5.3 All hours worked by an employee on any holiday designated by this Agreement shall be compensated at time and one-half the regular rate of pay, excluding regular pay received for the holiday.

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

5.5 An employee having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth (6^{th}) and seventh (7^{th}) day following the commencement of the workday at the overtime rate. An employee having an average workday of less than four (4) hours during a workweek shall have any work required to be performed on the

seventh (7th) day following the commencement of his workweek shall be compensated at the overtime rate.

5.6 Employees who voluntarily accept overnight assignments for Outdoor Education, in which they are designated to remain on standby to respond to student needs (e.g., supporting a student with seizures), shall be compensated at ten dollars ($10.00) per hour for all hours in standby status. Standby status means the employee is free to rest or sleep but must remain available to respond if needed. If the employee is required to perform work during the assignment, all time actually worked shall be compensated at the applicable regular or overtime rate as provided in this Article.

6. Overtime/Extra Time Distribution. Overtime and/or extra time shall be distributed and rotated beginning with the most senior employee and continuing through the list in descending order of seniority among employees when applicable in a classification within each site or department when extra work is required by the District. Except in cases of emergency, permanent and probationary employees who meet the criteria shall be offered overtime or extra work before it is offered to substitutes.

6.1 For facility planned events approved at least one month in advance, the following provisions apply for maintenance and operations department.

a) Employees interested in overtime shall notify the Maintenance and Operations department no later than August 31st of each year to be added to the eligibility list.

b) After August 31st, the eligibility list shall be established based on district seniority. Employees may request to be added or removed from the list at any time; however, late additions will be placed at the bottom of the rotation as of the date added.

c) Selection from the eligibility list shall be based on seniority at the specified school site the event is held. Employees at a site who accept an overtime or extra time assignment for an event will remain eligible for future events and shall be considered after all others who have not yet worked an event at the site.

d) If there is no interest at the site, or the need is greater than interested site staff, overtime will be offered to other employees within the classification at other sites. If no other employees within the classification are interested in the overtime, the District may offer it to other classifications with the CSEA bargaining unit. Employees who accept an overtime or extra time assignment for an event will remain on the eligibility list and shall be considered after all others who have not yet worked an event.

e) An employee who accepts but not fulfill their obligation for a planned overtime assignment two (2) times may be removed from eligibility list for one month. If extenuating circumstances exist, administration shall

make a final determination on continued eligibility for the remainder of the month.

f) If no employees on the overtime eligibility list accept the assignment, the opportunity will be extended to employees not on the eligibility list as equally as practicable until the assignment is filled.

7. **Minimum Call Back Time.** Any employee who is called back to work after the completion of the normal workday or called back to work on a day when the employee is not scheduled to work shall be compensated for all hours worked at the appropriate rate of pay, but not less than one and one-half hours at the overtime rate. If an employee is called back to work, between the hours of 10:00 p.m. and 5:00 a.m., after the completion of their normal workday or when the employee is not scheduled to work such as weekends or holidays, the employee shall be compensated for all hours worked at the appropriate rate of pay, but not less than two (2) hours of overtime.

8. **Shift Differential.** Employees who are assigned to the swing shift, commencing at approximately 2:00 p.m. or after, shall be provided a paid meal period of thirty (30) minutes during the eight (8) hour shift in compliance with Labor Code Section 512.

9. **Hours in Paid Status/Seniority.** "Hours in Paid Status" is defined to include all hours worked and time during which the employee is excluded from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence. Seniority shall be determined totally by date of hire and not by "hours in paid status." This definition of seniority shall supersede any other references in the Agreement to "hours in paid status." In any and all articles of this Agreement, where "hours in paid status" is used to define seniority, the definition in this Article shall be used to determine actual seniority in the classification.

10. **Increase in Hours.** When additional hours are assigned to a part-time position on a regular basis the following procedures shall apply: (1) During the Academic Year (from first to last day for students) - when there is an increase in time, the incumbent in the position to be increased shall be given the additional time. If there is no incumbent in the position, it shall first be offered to the unit members of that site in that classification, whose schedule permits, with the greatest hours in paid status. (2) During the Non-Academic Year - the assignment shall be offered to the employee in that classification, regardless of site, with the greatest seniority.

11. **Adjustment of Assigned Time**. Any employee in the bargaining unit who works a minimum of thirty (30) minutes or more per day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more shall have their regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

12. **Summer Assignments.** When work normally and customarily performed by employees is available (e.g. Summer School/Extended School Year) to be performed at times other than during the regular August-June academic year, the work shall be offered to regular employees in the appropriate classification as provided in this

section. Employees covered by this contract shall have priority for Summer School/Extended School Year positions. Employees will be notified of vacant positions via district email five days prior to considerations of outside candidates. Upon the District exhausting its search for suitable candidates to fill vacancies for summer assignments, the District shall have the option to open up positions to candidates outside of the District. The aforementioned shall be immediately initiated in consultation with CSEA on the first Monday in May if positions remain vacant.

12.1 The District will post notices for anticipated vacancies for summer assignments sixty calendar (60) days prior to the close of each school year. Summer assignment postings shall include the following:

a) Dates of the summer school assignment
b) Location (s)
c) Job Classification and Salary Range
d) Hours of work

12.2 Employees seeking summer employment shall file applications with the District, indicating preference in assignments and listing their qualifications for the assignments. Employees will be notified if they are awarded a summer assignment at least thirty (30) days prior to the beginning of the summer assignment. If assignments are available in classifications which contain ten month or school term employees, employees in those respective classifications shall be offered summer positions in their classification based on District Seniority for the classification.

Employees applying for and accepting summer school positions shall make a commitment to work in assigned positions for the entirety of the specified program. When extenuating circumstances exist which prohibit employees from fulfilling their commitment to the program, Human Resource administration shall have the sole discretion to review the circumstances and grant final approval for sharing and/or vacating the assignment.

12.3 If positions are available during the summer, employees in other classifications will be hired based upon qualifications. If more than one qualified classified employee is seeking the same summer assignment, the position will be filled based upon District seniority for the classification.

Employees on Performance Improvement Plans may be excluded from summer assignments if the performance improvement plan was implemented prior to applying for summer school.

12.4 An employee who accepts such an assignment in accordance with the provisions of this section shall receive, on a pro-rata basis, not less than the compensation and benefits applicable to that classification during

the regular assigned year. No employee shall be required to accept such an assignment that is not so regularly assigned.

12.5 All hours assigned to an employee for such an assignment shall be considered "Hours in Paid Status" for the purpose of this Agreement.

13. **Temporary Shift Changes.** During student non-attendance days, the District may offer temporary shift changes (e.g., Night Shift to Day Shift) based on operational needs. These assignments are voluntary and not guaranteed.

a. Notification: When feasible and based on operational needs, the District will notify employees of shift change opportunities at least forty-five (45) days in advance.

b. **Interest:** Employees must submit a written request within five (5) business days of the notice to be placed on a list for temporary shift changes.

c. **Selection:** Assignments will be made by District Seniority within the site on a two-week rotating basis to ensure all interested employees have opportunities for temporary shift changes.

d. **Confirmation:** The District will notify selected employees before the shift begins at least one week prior to the change.

e. The District reserves the right to rescind temporary shifts at any time to meet operational necessities.

14. **Teacher Training and Minimum Days.** Any day in which students are in attendance and certificated staff are required to be present shall also be a regular workday for all classified employees. All classifications shall adhere to the designated number of workdays pursuant to their specific classifications and work year calendars. At no time shall classifications exceed the designated number of workdays without prior authorization from a site administrator or manager.

ARTICLE VII

SALARIES AND BENEFITS

1. **Salaries.** The District remains committed to attracting and retaining employees and recognizes their important contributions in supporting a positive educational environment for all students.

   Salary Increase: For the 2025-2026 school year, the 2024-2025 Salary Schedule for CSEA shall be increased by 2% retroactively for base contract pay only to the first day of work performed on or after July 1, 2025 for all staff employed at the time the agreement is ratified or those who retired from the district after July 1, 2025. The increase to the salary schedule will be reflected no earlier than the first payroll for the 2026-2027 contract. Retroactive salary payments will be made no earlier than the August 31, 2026 payroll.

   In the event another bargaining unit receives a total compensation increase as defined as the combined percentage value of increased contribution to health and welfare benefits, one time cash payment, or salary schedule increases greater than the total compensation package provided to CSEA, the District shall grant CSEA the same total compensation percentage or one time offer for the 2025-2026 contract negotiations.

   1.1 **Exceptions**: For purposed of this agreement, a "Salary Increase" does not include:

   a) Adjustments made to address recruitment or retention challenges for specific positions within the bargaining unit, or

   b) Updates to job descriptions negotiated separately; or

   c) Compensation for additional work, including but not limited to additional days, hours, or minutes required to be worked.

   1.2 **Anniversary Date.** The anniversary date for classified employees shall be July 1. Each employee may be eligible to advance to the next step of their classification July 1, provided that the employee was in paid status on January 1 of the preceding fiscal year. When an employee is promoted or reclassified to another position, the employee may advance to the next salary step on July 1 following the promotion or reclassification if the employee was in paid status as defined above. (*For example, if an employee is promoted or reclassified, the employee may advance to the next salary step with no loss of earned longevity).*

2. **Health and Welfare Benefits.** The District offers Health and Welfare Benefits to all benefit-eligible bargaining unit members. In order to participate, eligible bargaining unit members must work at least half-time (4 hours per day).

   2.1 **Participation:** Participation in District-provided Health and Welfare benefits is voluntary. Medical, vision, and dental insurance benefits are

separate plans. Therefore, eligible bargaining unit members may elect to participate in one (1) or more of these benefit plans.

2.2 **Annual allotment:** The District will pay a maximum annual uniform benefit cap of $12,000 ($1000) per month on a twelve (12) month basis for eligible bargaining unit members who participate (as the policy holder/subscriber) in the District's health and welfare benefit plans; bargaining unit members shall be responsible for all remaining costs. A bargaining unit member's share of plan costs shall be paid monthly by payroll deduction. Beginning the fiscal year, the benefit cap(s) for employees and their dependents are illustrated below:

- Employee Only: $12,000.00
- Employee + 1: $12,000.00
- Employee + Family: $12,000.00

2.3 **Health benefit Cash in lieu option:** Benefit-eligible CSEA employees who choose not to enroll in a District-provided health plan may cash out their Health Benefit cap, provided they submit proof of alternate insurance annually and complete the District-provided Declination of Coverage form. The cash in lieu amount is as follows:

- Employees hired prior to July 1, 2016: $3,843.00 per year
- Employees hired on or after July 1, 2016: $3,000.00 per year.

3. **Contract Distribution.** Upon ratification by both parties of this agreement, the District and CSEA shall review the changes to the contract and once approved by both parties the District shall provide access to the new or updated agreement to CSEA bargaining unit members through the TUSD website, work site posting, and upon request by individual employees.

4. **Longevity Step.** Employees who have completed fourteen (14) years of uninterrupted service to the District shall be granted a longevity step equal to 5% of their current step beginning their 15th year. Employees who have completed twenty (20) years of uninterrupted service shall be granted a longevity step equal to 10.25% of their current step beginning in their 21st year.

5. **Paychecks**. Regular paychecks of employees shall be itemized to include all authorized deductions jointly agreed upon by CSEA and the District. Employees shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. Classified employees working ten (10), or eleven (11) months shall be paid over a twelve (12) month period in twelve (12) equal installments. Classified employees working in a year-round position shall be paid over a twelve (12) month period in twelve (12) equal installments. Deductions for absences, such as payroll deduction and differential, shall be deducted from the payroll warrant for the month in which the absences occur or the month immediately following.

6. **Payroll Errors.** Any payroll check which contains an error resulting in insufficient payment for an employee shall be replaced and/or a supplemental check issued not later

than five (5) working days following notice by the employee to the payroll department. When a payroll error results in overpayment to an employee, the parties will adhere to the provisions of Education Code section 44042.5.

7. **Reclassification.** Reclassification shall only be by mutual agreement of District and CSEA.

    a) **Definition:** A "reclassification" is the upgrading of a position to a higher classification as a result of the gradual accretion of duties being performed by the employee in such position.

    b) **Criteria for Reclassification Request:** Any request for reclassification must meet one or more of the following criteria:
        - The essential functions and/or qualifications of a position have changed
        - There has been an accretion of duties assigned to the position over an extended period of time that are more aligned with duties assigned to positions in higher classifications
        - The duties assigned to the position have changed due to an identified need requiring different skills or qualifications

    c) **Request for Reclassification:** Employees requesting a reclassification review shall submit a reclassification request form to CSEA for initial review. Such request shall include a written statement explaining how the request meets the criteria for reclassification as outlined above. Requests that meet one of more criteria shall be submitted to Human Resources by CSEA no later than January 31st of each year. There shall be only one reclassification request submitted per classification, and the reclassification shall be analyzed for all positions in the classification district wide. A request for reclassification for a particular reclassification that has been denied may be re-submitted every two years.

    d) If one of more members of a classification has submitted the request for reclassification, the Human Resources department shall seek input from the site supervisor(s) to verify the duties being performed and whether those duties are needed on an on-going basis. Where the site supervisor(s) indicated the duties identified in the reclassification request are not needed, such duties shall be eliminated and/or reassigned as appropriate.

    e) **Review Process:** The District and CSEA shall meet and negotiate a new reclassification scoring tool. Reclassification requests that meet criteria shall be referred to the Reclassification Committee. The reclassification committee will be made up of three (3) CSEA appointed members by the executive board, and three (3) district appointment members, plus a non-voting facilitator from the Human Resources Department. The committee shall:

        - Review all reclassification requests by March 31st
        - Have the ability to bring the matter to resolution, either by agreeing with the request, denying it, or directing a change in the duties outside of the current job description.

f) **Committee Determination:** Where it is determined that the essential functions and/or qualifications of a classroom have changed, or if there has been an accretion of duties, such that a reclassification is appropriate, the employees in the classification shall have their salaries adjust upward to a higher range. If the committee recommends reclassification, the written recommendation will state what change in classification is recommended, including updating the current job description and recommendation to the position's salary range and step.

- If the reclassification committee determines that reclassification is warranted such that a new job description is required, the position shall be referred to a separate process where the district and CSEA shall meet and negotiate to the extend required by law, separate from contract negotiations to arrive at an agreement regarding changes to the job description.

g) **Final Review:** Recommendations will be submitted to the Superintendent or designee for final review. If the Superintendent or designee approves the reclassification, it will constitute mutual agreement between the District and CSEA. If reclassification is not approved, the District and CSEA may negotiate alternative adjustments as needed. Employees included in the reclassification reviewed will receive a decision within ninety (90) days.

h) **Limitations:** Reclassification decisions shall not be retroactive. Approved reclassifications will take effect during the next pay warrant following approval.

8. **New Classifications.** The District may establish new classifications and initial salary ranges for those classifications. The District will notify CSEA at least two weeks prior to the establishment of any new classification. CSEA, if it desires to negotiate the salary ranges, shall make its desire to negotiate in writing within ten (10) days of receipt of notice from the District of the establishment of the new classifications. Pending a conclusion on negotiations, employees in the new classifications shall be paid on the initial salary ranges established by the District.

9. **Mileage.** Any employee required to use their vehicles on District business shall be reimbursed at the IRS rate. This payment shall be process in the next available accounts payable check run following submission of the approved claim.

10. **Working Out of Class.** Employees shall not be required to perform duties not a part of their classification except as provided in this Section:

a) **Qualifying Condition:** Employees assigned duties by their supervisor related to a higher classification and not a part of their classification shall have their salary adjusted upward as defined below for the entire period they are required to work out of classification.

b) **Rate of Pay:** If assigned to duties normally performed by employees in a higher classification, the employee's rate of pay shall be moved to the appropriate range

and step of the higher classification to insure not less than a five percent (5%) increase, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

c) **Exceptions:** Custodians who volunteer may be assigned to a apprentice position by the District for a period of up to six (6) months to provide them with opportunities for on the job training for possible career advancement opportunities. Such assignments shall be considered to be part of the job description of a custodian, lead custodian and/or head custodian and shall not qualify for an increase in salary. It shall also not be considered as having established any seniority in the classification of a maintenance position.

11. **Required Trainings.** Employees who are required to attend in-service training sessions or otherwise engages in training of any kind to continue their employment in a position shall receive compensation as follows:

    a) **Training during assigned hours**. If training occurs during regularly assigned working hours, employees shall receive their regular salary. The supervisor and employee shall meet if a required training to continue employment conflicts with an employee's duties, as determined by the supervisor, or circumstances prevents the employee from attending the required training. At this meeting they shall review any future training(s) provided by the district, or offered outside of the district, to afford the employee the opportunity to attend the same, or equivalent, training. Preference shall be given to District training(s) that occur within the employees assigned hours whenever possible.

    b) **Training outside of assigned hours.** When the training occurs at times other than the employee's regular working hours, the employee will be paid at the appropriate rate of pay. Training outside of an employee's regular work hours shall be on a voluntary basis and shall not be made mandatory by the supervisor.

    c) **Training Costs.** Costs incurred by employees under a required training or program to continue employment assigned by their supervisor shall be reimbursed by the District, e.g., transportation, registration fees and supplies.

12. **Meals.** Employees who must have their meals away from the District, as a result of a work assignment, shall submit their claim and be reimbursed by the District, in accordance with District policy.

13. **Lodging**. Employees who must be lodged away from home overnight, as a result of a work assignment, shall submit their claim and be reimbursed by the District, in accordance with District policy.

14. **Uniforms**. The District agrees to pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, and cards if they are required by the District.

15. **Tools**. The District agrees to provide tools, equipment and supplies reasonably necessary for the performance of employment duties.

16. **Physical examinations.** When the District requires a medical examination of a classified employee, either by rule or by its direction, or the direction or its authorized district administrator, or when classified employees are required by law to submit to a medical examination for continuance of employment, the District shall either provide the required examination, cause it to be provided, or provide the employee with full reimbursement for the required examination. The District may designate a doctor or clinic where the employee shall be required to obtain a T.B. test. Employees may see their own physician to meet the T.B. test requirement, but if the District has designated a particular doctor or clinic for this test, the employees shall not be reimbursed for seeing their own physician.

17. **Holidays.** Please see Appendix "B."

18. **Vacation**

    18.1 **Eligibility.** For employees working a twelve (12) month calendar, vacations shall be earned on a fiscal year basis, i.e., July 1 to June 30.

    18.2 **Paid vacation.** Except as otherwise provided in this Article, paid vacation shall be utilized no later than June 30 of the year immediately following the school year in which it was earned.

    18.3 **Accumulation.** A vacation is earned on the basis of one (1) day for each month in paid status. Upon completion of seven (7) fiscal years of continuous service, employees shall earn 1-1/4 days vacation for each month in paid status. Upon completion of fourteen (14) years of continuous service, employees shall earn 1-2/3 days vacation leave for each month in paid status.

    18.4 **Vacation carry-over.** If for any reason an employee is not able to take all or any part of their annual vacation, the amount not taken shall, at the option of the employee, be carried over for use not later than the end of the following year. Any portion of the remaining balance not carried over will be paid out in cash at the employees' regular rate of pay.

    Effective for the 2025-2026 fiscal year, if an employee is not able to take all of any part of their annual vacation, up to 120 hours shall be carried over for use no later than June 30th of the following year.

    Any portion of the remaining balance above 120 hours shall be paid out in cash at the employees' regular rate of pay.

    18.5 **Vacation pay upon termination.** When an employee is terminated for any reason, they shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

18.6 **Vacation postponement.** If an employee's vacation becomes due during a period when they are on leave due to illness or injury (verified by a doctor's note), they may request that their vacation date(s) be changed. The district shall grant such request in accordance with vacation dates and illness leave available at the time of request. The employee may request to carry over their vacation to the following fiscal year as a result of illness or injury. This provision does not supersede the legal requirements for vacation to be utilized prior to differential pay being granted due to extended illnesses leave provisions.

18.7 **Interruption of vacation.** An employee shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided the employee supplies notice and supporting information regarding the basis for such interruption or termination to the district.

18.8 **Holidays during vacation.** When a holiday falls during the scheduled vacation of any employees, that holiday shall not be charged as a vacation day.

18.9 **Vacation scheduling.** Vacations shall be scheduled at times requested by employees so far as possible within the District's work requirements. Vacation requests may be submitted in writing by all classified employees to their immediate supervisor(s) by August 31 of every fiscal year. Employees will receive a written response to the approval or denial of the submitted vacation request within five (5) business days of the deadline submission date. Employees with greatest seniority in the District shall be given preference over less senior employees. Vacation requests submitted after August 31 shall be granted on a first come, first served basis and there shall be no preference granted based on seniority. Employees will receive a written response to the approval or denial of their vacation request within five (5) business days of the submission date for requests submitted at least ten (10) business days in advance. If there are any conflicts between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest seniority shall be given their preference. Employees who normally are needed only when students are in attendance shall not work on those days when students are not in attendance. Those employees shall have their annual salaries calculated to reflect those unpaid days. These positions would include food services, para-educators, campus supervisors, bus drivers or other classifications which traditionally have not worked on student non-attendance days. By mutual agreement between employee and supervisor, however, such employees may work on student non-attendance days.

19. **Payroll Deduction Requests.** Employees may request up to twelve (12) days of payroll deduction leave per fiscal year, subject to the following conditions:

19.1 **Request submittal**. Requests must be submitted in advance to the supervisor and can only be used after approval.

19.2 **Scheduling leaves.** Payroll deduction requests shall be scheduled as far as in advance as possible, with preference of approval given to the earliest submission. If multiple requests are submitted on the same date, priority shall be given to the employee with greater seniority.

19.3 **Denial of leave.** Requests submitted less than five (5) full work days in advance shall be denied, unless waived by the supervisor due to unusual circumstances. Such leave is not available during strikes, sick-outs, or other concerted activities. Payroll Deduction Requests may also be denied if district services are likely to be significantly affected by the employee's absence or if other employees are likely to face unreasonable workload increases because of the employee's absence.

19.4 **Extension of leave.** In exceptional circumstances, the Superintendent (or designee) may authorize more than twelve (12) days of payroll deduction leave during a fiscal year.

19.5 **Holiday pay.** Employees granted payroll deduction under these conditions will be paid for any holidays occurring during the authorized leave.

19.6 **Effective date:** Payroll deductions will be made from the salary warrant for the month of the absences or no later than the following month.

20. **Federal or State Minimum Hourly Wage Increases.** CSEA agrees to promptly meet with TUSD to negotiate the effects of any changes to the state and federal minimum wage.

21. Compensatory Time Off (CTO).

21.1 **Eligibility:** Employees working more than 181 days per year are eligible to accrue compensatory time off in lieu of cash compensation for additional work including overtime, provided the accrual is approve in advance by the employee's supervisor as compensatory time off. Overtime pay shall be the default mechanism for extra work and compensatory time shall be mutual agreement only.

21.2 **Accrual Rate:** Compensatory time shall accrue at 1.5 times the amount of time exceeding an 8 hour work day.

21.3 **Scheduling:** Employees are not required to provide a reason for the use of compensatory time. However, employees must obtain prior approval from the principal or supervisor before taking compensatory time off. Requests may only be denied for one or more of the following reasons:

- The leave request not submitted at least one (1) full workday in advance.
- Another employee has already requested leave for the same date, creating a staffing conflict.

- The absence of the employee would signification affect District services or operations.

21.4 **Restrictions on use:** Compensatory time may not be used for strikes, sick-outs, or other converted activities.

21.5 **Payout:** Upon separation from employment for any reason, the employee shall be paid for all unused compensation time at the employee's regular rate of pay at the time of separation.

ARTICLE VIII

ORGANIZATIONAL SECURITY AND DEDUCTIONS

1. **Membership and Dues Deduction.**

1.1 The parties to this Agreement acknowledge and agree that any unit member who has freely and voluntarily consented to be a dues paying Association member shall have dues deducted from his/her wages.

1.2 The Association shall have the sole and exclusive right to payroll deduction of regular membership dues for consenting Association members.

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

1.4 The District will provide the Board agendas, minutes and non-confidential backup materials on the TUSD website.

1.5 In the event a unit member changes his/her dues deduction status or withdraws consent to be a dues paying Association member, CSEA agrees to promptly notify TUSD's Human Resources Department of this change.

2. **Record Keeping/Recording.**

2.1 With respect to membership dues deducted by the District, the District agrees promptly to remit such monies to the Association, accompanied by an alphabetical list of unit members for whom, such deductions have been made and indicating any changes in personnel from the list previously furnished.

2.2 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

2.3 Association agrees to reimburse the District, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to Association in defending against any court or administrative action challenging the legality of the organizational security provision of this Agreement or the implementation thereof.

3. **Hold Harmless.**

3.1 Association agrees to reimburse the District, its officers or agent for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organization security provisions of this Agreement or implementation thereof provided the District has complied with the terms of this Article and has promptly notified Association of its awareness of such action.

3.2 Association shall have the exclusive right to decide and determine whether any such Action shall be compromised, resisted, defended, tried or appealed, to the extent required by law.

4. District Notice to CSEA of new hires.

4.1 The District shall provide CSEA notice of any newly hired employee within thirty (30) days of date of hire via electronic mail.

5. Employee information.

5.1 "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation.

5.2 The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable FTP service, within 30 days. This contact information shall include the following items, each field in its own column:

a. First Name;
b. Middle initial;
c. Last name;
d. Suffix; (e.g. Jr., III)
e. Job Title;
f. Department;
g. Primary worksite name;
h. Work telephone number;
i. Work Extension;
j. Home Street address; (mci. apartment #)
k. City;
l. State;
m. ZIP Code; (5 or 9 digits)
n. Home telephone number (10 digits); (If in the possession of the District)
o. Personal cellular telephone number (10 digits); (If in the possession of the District)
p. Personal email address of the employee; (If in the possession of the District)
q. Employee ID;
r. Hire date.

CSEA agrees to indemnify the District in the event of a CSEA data breach in which the information provided by the District is compromised.

6. **Periodic Update of Contact Information.**

6.1 The District shall provide CSEA with a list of all bargaining unit members names and contact information as listed in section b. above every 120 days or

triannualIy (three (3) times per year) commencing on or about on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP service.

6.2 The District shall not be required to provide an employee's home or personal cellular telephone number or personal email address to CSEA if the employee does not provide such information to the District, has made a written request that such information not be released, or if the employee has an alternatively designated address pursuant to Government Code section 6207 [this pertains to victims of domestic violence, sexual abuse and stalking].

7. **New Employee Orientation.**

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

7.2 The District shall provide CSEA access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

7.3 New employee orientations shall be held once per month as scheduled by the District (August thru May) during established business hours on District property. The Association Representative shall be given up to thirty (30) minutes of release time to make presentations and provide written materials to employees participating in such orientations after the District presents its information. CSEA Labor Relations Representative may also attend orientation sessions.

7.4 The Association shall have individual access to new employees during regular business hours at the established work sites for the initial individual orientation session that shall not exceed fifteen (15) minutes. CSEA Labor Relations Representative may also attend individual orientation sessions.

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

7.6 The orientation session shall be held on District property.

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

ARTICLE IX

LAYOFF PROCEDURES

1. **General Provisions.** Probationary and permanent employees in the bargaining unit shall be laid off pursuant to applicable sections in the Education Code.

   The decision to layoff shall not be subject to the grievance procedure. However, the layoff procedure itself shall be subject to the grievance procedure.

   A layoff is a separation of a permanent classified employee from the classified service.

   For purpose of this Article, seniority shall be determined by the employee's "date of hire" within classification. The "date of hire" is defined as the first day the employee was in paid status as a probationary or permanent employee in a classified position.

2. **Reason for Layoff.** Layoff shall occur from lack of work and/or lack of funds.

3. **Notice of Layoff:**

   3.1 **Layoff Due to Expiration of Specially Funded Programs:** When the District will lay off a classified employee due to the expiration of a specially funded program (e.g., Perkins, Title I, etc), the District will follow the notice requirements in Education Code 45117(g). Notwithstanding the other requirements of the Education Code regarding layoff of permanent classified employees, when classified positions are eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than sixty (60) calendar days prior to the effective date of their layoff. The written notice shall include the layoff date, displacement rights, (if applicable), and reemployment rights.

   3.2 **Layoff Due to Lack of Work or Funds:** An employee may be subject to layoff for lack of work or lack of funds. A reduction in hours of an employee shall be viewed as a layoff. An Employee subject to layoff shall be provided notice prior to the impending layoff as required by Education Code 45117. The District shall notify CSEA by March 15th of the initial list of classifications to be laid off. Upon request, The District shall provide CSEA with the most current seniority roster of affected classifications by February 1. A copy of the layoff notice shall be provided to the designated CSEA officer.

4. **Order of Layoff.** Any layoff shall be effective within a classification. The order of layoff shall be based on seniority within the classification and any other classifications in which the employee has previously served and attained permanency within the District. The employee with the least seniority within the classification, including service in higher or equal classes shall be laid off first. Seniority shall be determined solely by the employee's "date of hire" and not by "hours in paid status" in the classification or higher/equal classifications.

5. **Bumping Rights.** An employee laid off from their current classification may bump into the next lower, equal or higher classification in which the employee previously attained permanency and holds greater seniority as defined in section 4 of this article. The employee may continue to bump into classifications in which they have prior seniority to avoid layoff.

6. **Layoff in Lieu of Bumping.** An employee who elects a layoff in lieu of bumping maintains their reemployment rights under this Agreement.

7. **Equal Seniority.** If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority. If this is also equal, then the determination shall be made by lot.

8. **Reemployment Rights.** Laid off persons are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment in their class. In addition, they shall have the right to apply for promotional positions within the filing periods specified in this Agreement and use their bargaining unit seniority therein for a period of thirty-nine (39) months following layoff. An employee on the reemployment list shall be notified of promotional opportunities. After all bumping, transfers, assignments, reassignments, and promotional procedures are completed in the District, laid off employees or employees who have received a reduction in hours/work year will be reemployed according to the collective bargaining agreement and applicable State and Federal law.

9. **Voluntary Demotion or Voluntary Reduction in Hours.** Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former classification or to positions with increased assigned time as vacancies become available. Such employees shall be ranked in accordance with their seniority on any valid reemployment list. Employees who elect to take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall have reemployment rights for sixty-three (63) months.

10. **Notification of Reemployment Opening.** Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified and regular U.S mail to the last home address given the District by the employee.

11. **Employment Notification to District.** An employee shall notify the District of their intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice being sent.

    11.1 **Acceptance of Reemployment:** If the employee accepts reemployment, the employee must report to work within ten (10) working days following acceptance of reemployment. If multiple employees on the reemployment list accept reemployment, selection shall be based on seniority as outlined in Section 4 of this article.

11.2 **Declining/No Response to Reemployment:** An employee given notice of reemployment need not accept or respond to maintain their eligibility on the reemployment list.

11.3 If no employee on the reemployment list accepts the position after 10 working days, the District shall post for the vacancy.

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

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

14. **Credit for Prior Service.** An employee who is laid off and subsequently reemployed shall be reinvested with credit for prior service recorded at the point of separation for purposes of salary step placement, vacation, sick leave, and longevity.

15. **Maintenance of Sick Leave Benefits.** A bargaining unit member laid off and subsequently reemployed by the District within thirty-nine (39) months following the effective date of layoff shall be credited with their sick leave balance at the time of separation from the District.

16. **Completion of Negotiations.** The District and the CSEA agree that neither party has any obligation during the term of this agreement to negotiate over layoff procedures; however, negotiations over the impact and effects of the layoffs may be requested by either party.

ARTICLE X

LEAVES OF ABSENCE

1. **Leave for Illness and Injury.** At the beginning of each fiscal year the full amount of sick leave granted for the year shall be credited to each employee. Employees shall earn one (1) day of sick leave for each month of service, for example, ten (10) months employees shall be credited with ten (10) days sick leave annually. Pay for any day of absence covered by sick leave shall be the same as the pay which would have been received had the employee served during the day they were scheduled to work. Sick leave credited but not earned during the work period shall be deducted from the employee's accumulation at the end of each fiscal year or at the time of termination. If there is a deficit at termination, a reduction in the final salary shall be made.

    1.1 Employees shall accumulate unused sick leave without limitation.

    1.2 Employees shall be expected, except in emergencies or situations beyond the control of the employee, to give advance notice of absence due to illness, injury or, so that substitute arrangements may be made or that the employee's duties can be adequately covered.

    1.3 Employees shall submit a District record of absence form from the day of their return to the work site.

    1.4 The district may request a verification of absence, if an employee is absent three (3) or more consecutive days from work, including but not limited to, a statement from a medical practitioner (medical practitioner is defined as an individual trained by an accredited medical program, licensed in the United States by the appropriate Board and one who specializes in a practice recognized by the American Medical Association). When attendance concerns have been documented through a discipline procedure for an employee by their supervisor, the District may request verification of absence at any time.

2. **Extended Illness Leave.** When an employee is absent because of an illness, injury or quarantine for a period of five (5) months or less, the amount deducted from the employee's salary shall not exceed the sum which is actually paid a substitute employee hired to fill the position during the absence. In no event will the substitute salary schedule for the purpose of deduction under this leave exceed Step 1 of the salary schedule for that classification. The use of extended illness leave shall begin when accumulated sick leave, vacation time, compensatory time and other paid leave has been exhausted but the total period of extended illness leave shall not extend beyond five (5) months from the first day of illness, injury or quarantine with the exception of days of absence on industrial accident or illness leave. The District may require the employee to provide verification of the continuing illness, injury or quarantine.

3. **Pregnancy/Birth Leave.** Each employee who is required to be absent from duties because of temporary disability caused or contributed to by pregnancy, miscarriage,

childbirth and recovery therefrom shall be entitled to a leave of absence with pay in the same manner as leaves for illness, injury or other disability.

3.1 The determination of temporary disability, the length of the leave of absence, the beginning and ending dates of the leaves shall be made by the employee and the employee's physician.

3.2 Accumulated sick leave may be applied to such leave. After all accumulated sick leave is exhausted, the employee is eligible to receive the difference between her salary and that paid to the substitute employee filling her position for a period of up to five (5) months or for the duration of the temporary disability, whichever is less.

3.3 An employee desiring a leave of absence for a period of time longer than the actual temporary disability, as determined by the employee and her physician, may request a leave of absence without pay pursuant to paragraph #5 of this article.

4. **Personal Necessity Leave.** Personal Necessity Leave is defined as any personal business or activity that is unavoidable, inevitable, or indispensable and that cannot be taken care of at any time other than during the regularly scheduled workday. Personal Necessity Leave may not be used for engaging in other paid employment. This benefit is not cumulative from year to year.

4.1 By mutual agreement from CSEA and the District, additional days of personal necessity leave may be drawn from the employee's accumulated sick leave balance for extenuating circumstances and/or cases of hardship. Requests for additional Personal Necessity Leave shall be submitted to the Human Resources Office for review and approval, either in person or via electronic mail to humanresources@turlock.k12.ca.us. Requests that are denied shall be final and shall be subject to the Grievance Procedure in Article-XV.

- Request shall include the reason for the need to convert sick leave to personal necessity leave.
- The District shall provide a written response approving, denying, or requesting additional information regarding the leave request.

4.2 An employee may use not more than seven (7) days within the fiscal year of accrued sick leave for absences due to:

a. Death or serious illness of a member of the employee's immediate family, as defined in the Bereavement Leave Section, when additional leave is necessary
b. Illness or medical appointment of a child, spouse or parent. This includes preventative care and/or diagnosis
c. Appearance in court as a litigant or as a witness upon summons, subpoena, or citation
d. Accident, involving the employee's person or property, or the person or property of a member of the employee's immediate family

e. To attend the funeral of a friend or family member
f. Other cases of personal necessity approved in advance by the site/department supervisor (minimum of one (1) full work day prior notice and subject to review upon request by the supervisor). Requests that are denied under section 4 (f) may be appealed in writing to the designated Human Resources Administrator. The decision by the Human Resources Administrator shall be final.

4.3 Employees are expected, except in cases of emergency or situations beyond the control of the employee, to give advance notice of Personal Necessity Leave.

4.4 Four (4) days of the seven (7) days of Personal Necessity Leave may be used as Advance Notification Leave with a minimum of one (1) full work day prior notice. For such leave employees shall not be required to provide a reason. These days shall not be used for strikes, sick outs or other concerted activities. It shall be the employee's responsibility to obtain prior approval for the leave from their principal or supervisor. Once approval is confirmed in writing, such leave request shall not be rescinded. The supervisor or principal may deny the leave only for the following reasons:
a. Such leave was not requested at least one (1) full work day in advance
b. District services are likely to be significantly affected by the employee's absence

5. **Leave of Absence Without Pay**. A leave of absence without compensation may be granted to permanent employees for a full school year or less on terms acceptable to the employee and the District. The decision of the District on any such request shall be final and denial of any such request shall not be subject to the grievance procedure of this Agreement. An employee seeking such request shall follow the steps outlined below:

5.1 **Request Requirement.** An employee seeking an unpaid Leave of Absence Without Pay must submit an Extended Absence Request form to the Human Resources Department, either in person or via electronic mail to humanresources@turlock.k12.ca.us, at least thirty (30) days in advance of the anticipated leave, except in cases of emergency or unforeseen circumstances. If thirty (30) days' notice is not feasible, notice must be provided as soon as practicable and include an explanation for why the notice requirement could not be met. Failure to provide proper notice may result in the leave being delayed or denied.

5.2 **Review and Determination:** All requests for leave of absence are subject to review and approval by the Superintendent or its designee. Approval shall be based on operational needs, applicable laws, and the terms of this agreement.

5.3 **Written Response:** The District shall provide a written response either by email or U.S. Mail, approving, denying, or requesting additional information regarding the leave request within fifteen (15) business days.

5.4 Employees on leave may elect to continue individual subscription to the medical, dental and vision programs by making the payments for the premiums to the District and in accordance with the accounting division's procedures for receiving such payments.

5.5 Notification of Intent to Return to the District shall be on file in the Superintendent's Office. Employees on leave for reason of health shall file a statement from a physician certifying that the employee's health will permit a return to service in the District.

5.6 A leave of absence without pay shall not count as a year of service in the District.

6. **Paternity Leave**. An employee shall be granted one (1) day of paid leave immediately before, during or after the birth of his child. This leave may also be taken in connection with the adoption of a child. The one (1) day of leave is non-accumulative, and it shall not exceed one (1) day in any school year. An employee seeking such request shall follow the steps outlined below:

6.1 **Request Requirement.** An employee seeking Paternity Leave shall submit an Extended Absence Request form to the Human Resources Department, either in person or via electronic mail to humanresources@turlock.k12.ca.us, at least thirty (30) days in advance of the anticipated leave, except in cases of emergency or unforeseen circumstance.

6.2 **Written Response**. The District shall provide a written response within ten (10) business days of the request either by email or U.S. Mail approving or requesting additional information regarding the leave request.

7. **Paid Parental Leave/Baby-Bonding Leave.** Employees may choose to take up to twelve (12) workweeks of leave under the California Family Rights Act ("CFRA") and provisions of the Education Code for the birth of the employee's child, or placement of a child with the employee in connection with adoption or foster care of the child (referred to as baby-bonding leave). This section is intended to summarize employee rights to Paid Parental Leave/Baby-Bonding Leave provided under the Education Code and concurrent unpaid leave under the CFRA and the federal Family and Medical Leave Act ("FMLA").

7.1 Employees who elect Paid Parental Leave/Baby-Bonding Leave shall first exhaust all available and accumulated sick leave under Article X toward the twelve (12) workweeks of Parental Leave/Baby-Bonding Leave, unless an employee notifies the District in advance, in writing, that he/she elects to take this leave as unpaid.

7.2 If the employee has elected pay for Parental Leave/Baby-Bonding Leave, compensation shall be no less than 50% of employee's salary as provided in the Education Code.

7.3 The twelve (12) workweeks of Parental Leave/Baby-Bonding Leave must be used within twelve (12) months of the child's birth or placement of the child for adoption/foster care. Paid Parental Leave/Baby-Bonding Leave runs concurrently with unpaid leave under CFRA and FMLA. An employee is entitled to one (1) twelve (12) workweek period of paid Parental Leave/Baby-Bonding Leave within a twelve month period.

7.4 One (1) twelve (12) workweek period of Parental Leave/Baby-Bonding Leave per twelve month period, per family, shall be available when both parents are employed by the District.

7.5 Employees shall not be required to meet the 1,250 hours of service in the prior twelve (12) months with the District to be eligible for Paid Parental Leave/Baby-Bonding Leave. However, the employee must have worked for the District during the twelve (12) months prior to taking Paid Parental Leave/Baby-Bonding Leave.

7.6 **Request Requirement.** An employee seeking Parental Leave/Baby-Bonding Leave must submit the Extended Absence Request form to the Human Resources Department, in person or via electronic mail to humanresources@turlock.k12.ca.us, at least thirty (30) days in advance of the anticipated leave, except in cases of emergency or unforeseen circumstances.

7.7 **Written Response**. The District shall provide a written response within ten (10) business days of the request either by email or U.S. Mail approving or requesting additional information regarding the leave request.

8. **Military Leave.** An employee shall be granted military leave as required by the California Education Code and the California Military and Veteran's Code.

8.1 **Request Requirement.** An employee seeking Military Leave shall submit an Extended Absence Request form to the Human Resources Department, either in person or via electronic mail to humanresources@turlock.k12.ca.us, at least thirty (30) days in advance of the anticipated leave, except in cases of emergency or unforeseen circumstance.

8.2 **Written Response**. The District shall provide a written response within ten (10) business days of the request either by email or U.S. Mail approving or requesting additional information regarding the leave request.

8.3 **Wounded Warriors Transitional Leave**

- An employee who is a former active duty member of the Armed Forces of the United States or a former or current member of the California National Guard or a federal reserve component, with a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs, shall be entitled to leave of absence for illness or injury with pay of up to twelve (12) days prorated by their full time equivalent of regular work hours (e.g. 4-hour employee will be

allotted 40- hours for the purpose of undergoing medical treatment, including mental health treatment, for their service connected disability).

- Credit for this twelve-day (12) paid leave of absence shall be credited to a qualifying employee on the effective date of the employee's disability rating decision from the United States Department of Veterans Affairs, or on the first day the qualifying employee begins, or returns to, employment after active duty, whichever is later, and shall remain available for use for the following twelve (12) months of employment.
- Leave of absence for illness or injury credited pursuant to this subdivision that is not used during the 12-month period shall not be carried over and shall be forfeited.
- Upon request, the employee shall submit satisfactory proof that a leave of absence for illness or injury granted under this Article is used for treatment of a service-connected disability.
- An employee employed less than five (5) days per week, shall be entitled to that proportion of twelve (12) days' leave of absence for illness or injury as the number of days the individual is employed per week bears to 5.

9. **Bereavement Leave.** Employees are entitled to Bereavement Leave, not to exceed four (4) days or six (6) days for out of state travel or if travel beyond 300 miles (one way) from Turlock is required, on account of the passing of any member of the employee's immediate family. (verification documentation may be requested for six (6) days of leave).

    9.1 Members of the immediate family are:
    a. The employee's spouse/domestic partner
    b. The natural parent, step parent, child, grandchild, grandparent of the employee or of the spouse/domestic partner of the employee
    c. The brother, step-brother, half-brother, sister, step-sister, half-sister, son-in-law or daughter-in-law of the employee
    d. The brother or sister of the employee's spouse/domestic partner
    e. Any person living in the immediate household of the employee
    f. Foster child or foster parent of the employee if such physical placement of the child in the foster home was made by a duly state licensed foster care agency and such placement was for at least 12 months.

    9.2 Bereavement Leave need not be taken immediately or consecutively but must be taken within (12) months from the family members passing.

    9.3 Bereavement Leave shall be taken as full days for the classification for the sole purpose of bereavement (time to mourn, make arrangements for the deceased, attend services and other formal and/or related events).

    9.4 To the extent practicable, the employee shall provide their immediate supervisor prior notice of the need to utilize Bereavement Leave.

    9.5 Employees may be provided with two (2) days of bereavement leave for a former spouse/domestic partner with whom the employee shares

biological or legally adopted children. Prior approval shall be required by a Human Resources administrator or immediate supervisor. Verification documentation may be required of the employee for bereavement leave upon the request of the District (e.g. obituary, marriage certificates, etc.).

9.6 No deduction shall be made from the salary of such employee, nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the Board of Trustees.

10. **Reproductive Loss Leave.** Each classified employee shall be entitled to take leave for a reproductive loss event as defined in Section 12945.6 of the Government Code.

11. **Industrial Accident Leave.** Each classified employee shall be eligible for industrial accident and illness leaves of absence.

    Such accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by either the State Compensation Insurance Fund of the Industrial Accident Commission.

    Employees shall notify the Human Resource Office within twenty-four (24) hours when an injury or illness occurs arising out of and in the course of employment.

    Allowable leave for each accident or illness shall be for a period of not more than sixty (60) days. Such leave shall not be accumulative from year to year.

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

    Should the leave overlap into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

    The leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

    During any paid leave of absence, the employee shall be paid the salary due for any month in which the absence occurs.

    While on paid industrial accident or illness leave, the employee shall endorse to the District the temporary disability indemnity checks received. The District, in turn, shall issue the employee appropriate salary warrants and deduct there from normal retirement and other authorized deductions.

    Upon termination of the leave, the employee shall be entitled to the benefits provided for sick leave by law, and their absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. If the employee continues to receive temporary disability indemnity, they may elect to take as much of the accumulated sick leave which, when added to their temporary disability indemnity, will result in a payment to them of not more than their full salary.

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

Any time an employee on industrial accident or illness leave is able to return to work they shall be reinstated in their position (without loss of pay or benefits).

12. **Jury Duty Leave**. Employees shall be granted leaves of absence with pay for jury duty.

    An employee called for jury duty shall notify the immediate supervisor immediately upon receipt of the jury summons and attach a copy of the jury summons to their "Classified Record of Absence".

    Notification of return to work shall be made just as soon as the information is available to the employee.

    Juror's fees, exclusive of mileage, parking, and meals, received by the employee shall be deposited to the credit of the District.

    If an employee is released from jury duty prior to the court date they are expected to report for work on the summons date. Employees who are put on jury duty stand-by must report to work and shall be released if requested to appear.

    Swing shift employees (those who begin work at approximately 2:00 p.m. or after) who serve as jurors shall be released from their entire shift as noted above.

13. **Catastrophic Leave**

    a. **Purpose:** A Catastrophic Leave Program will be provided for the benefit of employees of the Turlock Unified School District. If an employee or a member of the employee's family suffers from a catastrophic illness or injury, and they have exhausted all leave entitlements, the employee may request eligible leave to be donated from other employees. The term "employee" for the purposes of this article is defined as employees covered under the California School Employees Association (CSEA) bargaining unit contract. In addition to the CSEA bargaining unit members, Turlock Classified-American Federation of Teachers and Turlock Unified School District Confidential staff will participate in the Catastrophic Leave Program for hourly employees, as well.

    b. **Catastrophic Leave Committee:** The Catastrophic Leave Committee shall administer the Catastrophic Leave Program. The Committee will be established on an annual basis at the conclusion of each school year for the following year and composed of two (2) representatives each of the California School Employees Association and Turlock Classified-American Federation of Teachers as appointed by the presidents of the bargaining units; two (2) Confidential members appointed by the Superintendent or designee; Superintendent's designee/Director of Human Resources; one non-voting classified representative of the Fiscal Services Department; and one non-voting

classified representative of the Human Resources Office. The Catastrophic Leave Committee will determine the eligibility of such leave requests on a case-by-case basis.

c. **Definitions:** For purposes of administering Catastrophic Leave, the following definitions shall apply:

1. **Catastrophic Illness or Injury:** As defined by Education Code Section 44043.5(a)(1) "catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time for that family member, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their sick leave and other paid time off. An employee who receives catastrophic leave shall use any leave credits that they continue to accrue on a monthly basis before receiving paid leave pursuant to this program. (Education Code 44043.5)

2. **Family Member:** For purposes of this policy, a family member is defined as a spouse, child or step-child, legally adopted child, mother or father, step-mother or step-father, or any relative living in the home of the employee for whom the employee has sole responsibility. The Committee will give consideration to special circumstances.

3. **Leave Eligible for Donation:** Eligible leave is earned sick leave accrued to the donating employee. Employees eligible to donate catastrophic leave shall apply to hourly Classified Confidential, CSEA, and TFCE employees.

4. **Donation of Time:** Donations shall be at a minimum of one work day and in accordance with position, and in hour increments thereafter. The cumulative total of donated time from all donors shall not exceed thirty (30) days per request, per illness. All transfers of eligible leave credit shall be irrevocable. (Education Code 44043.5). Leave credits will remain in a bank that can be accessed by any classified employee who qualifies for the catastrophic leave program as defined in this article.

5. **Exhaustion of Leave Entitlement:** The employee has exhausted all paid leave entitlement when all accrued paid leave, including vacation time, comp time, and fifteen (15) days of sick leave differential, has been used for employee injury or illness. (In the event of requests related to family members, fifteen (15) days of sick leave differential may not be required.) The Committee may give consideration to other extenuating circumstances.

d. Procedure:

1. The employee who is suffering from a catastrophic illness or injury shall submit a written request for leave donation to the CSEA Chapter President. The employee must have exhausted all entitlement to paid leave as defined in section (2), to be eligible for leave donations. Verification of the nature of the illness/disability, anticipated length of absence, and prognosis for recovery must be provided by a medical doctor with the written request. Information of financial hardship must also be submitted.

2. An employee whose family member is suffering from a catastrophic illness or injury shall submit a written request for use of their sick leave and/or leave donation. Verification of the nature of the illness/disability, anticipated length of absence, and prognosis for recovery must be provided by a medical doctor with the written request. Reasons requiring the presence of an employee to care for a family member and information of financial hardship must also be submitted.

3. The Chapter president of CSEA will notify and provide a copy of the leave request to the Director of Human Resources, who will request a meeting of the Catastrophic Leave Committee.

4. The Catastrophic Leave Committee will meet to determine the eligibility of such leave requests on a case-by-case basis. Final determination of whether to grant the catastrophic leave will be made by a majority vote of the Catastrophic Leave Committee and shall be final and irrevocable upon acceptance and approval by the Board of Trustees.

5. The Chapter president of CSEA shall notify all represented employees of the approved request and procedures for donation.

ARTICLE XI

TRANSFERS, ASSIGNMENTS, REASSIGNMENTS, PROMOTIONS & VOLUNTARY DEMOTIONS

The District shall have the sole authority for transfers, assignments, reassignments, promotions and demotions, except that the following provisions shall be followed:

1. **Definitions:** For the purpose of this article, the following definitions shall apply.

   1.1 **Classification:** Each position in the classified service shall have a designated title, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.

   1.2 **Assignment:** The specific placement of an employee including salary, assignment or work location, duty hours, and prescribed workweek

   1.3 **Transfers.** The movement of an employee from one site to another site within the same classification.

   1.4 **Reassignments.** The change of an employee's assignment from one position to another position in the same classification at the same site with no change in total work hours and no substantial change in the time of day in which the hours are worked.

   1.5 **Schedule reassignment.** The change to a different schedule in the same classification that results in no change in total work hours but a substantial change in the time of day or work calendar. The District shall bargain the decisions, impacts and effects with CSEA prior to the implementation of a scheduled reassignment.

   1.6 **Promotion.** An increase in employment status to a position in a higher classification with a higher hourly rate.

   1.7 **Voluntary Demotion**. The change of an employee's assignment initiated by the employee to a position in a lower classification with a lower hourly rate.

2. **Voluntary Transfers and Reassignments.**

   2.1 **Definition.** Voluntary transfer and/or reassignment is a transfer initiated by the employee.

   2.2 **Employee status.** Voluntary Transfers or Reassignments shall not change bargaining unit member's anniversary date, seniority date within classification, and accumulated leaves/vacation. Probationary employees voluntarily transferred or reassigned shall continue with the initial probationary period provided to them upon hire.

2.3 **Transfer/Reassignment request.** Employees who wish to be considered for voluntary transfers or reassignments (for the same job classification and number of hours) shall submit a District Transfer/Reassignment Form to the Human Resources Office or apply through the District's current application process per vacancy. Submission of the form to the Human Resources shall follow the same deadline as the "Notices of Vacancies" in section 6 of this article. Upon submitting a Transfer/Reassignment form to Human Resources, a receipt of confirmation will be provided to the employee.

3. **Involuntary Transfers and Reassignments.** The District shall have the authority to make involuntary transfers and reassignments as defined in this article. Involuntary Transfers and Reassignments are defined as an involuntary change in assignment initiated by the District.

3.1 **Definition.** Involuntary Transfers or Reassignments are defined as an involuntary change in assignment initiated by Human Resources. Involuntary Transfer or Reassignments will not be arbitrary or capricious, as defined by legal definition

3.2 **Employee status**. Involuntary Transfers or Reassignments shall not change bargaining unit member's anniversary date, seniority date within classification, and accumulated leaves/vacation. Probationary employees involuntarily transferred or reassigned shall continue with the initial probationary period provided to them on hire.

3.3 **Notice of Involuntary Transfer or Reassignment**. The employee and CSEA shall be given notice of a pending involuntary transfer or reassignment at least thirty (30) work days in advance of the actual transfer or reassignment.

- In an emergency situation unforeseen circumstance (e.g. changes in student enrollment) where the District did not know of the need for an involuntary transfer or reassignment need for the transfer thirty (30) work days in advance, this limitation shall not apply.
- If the District does not provide notice at least five (5) work days in advance of the actual involuntary transfer, the employee shall be entitled to one (1) day of paid leave immediately prior to the actual transfer.

3.4 **Reasons for Involuntary Transfer or Reassignment**. The District may involuntarily transfer or reassign employees for any of the following reasons:

(a) Balancing the staff of a school or department.
(b) Changes in enrollment.
(c) Placement of personnel returning from leave.
(d) Opening and closing of schools.
(e) Improvement of the instructional program.
(f) Improving the efficiency of District operations.
(g) Whenever necessary to ensure the safety of an employee
(h) Mitigating irreconcilable work-related conflicts between employees that adversely impacts the program, site, and/or department.

- The District shall have discretion pertaining to the transfer or reassignment to mitigate irreconcilable work-related conflicts and will bargain the impacts and effects, with CSEA regarding its recommendation.

3.5 **Criteria for Efficiency of operations.** When an involuntary transfer or reassignment is necessary to improve the efficiency of District operations, the criteria to be used by the District shall be limited to: (1) qualifications, (2) experience and (3) District seniority with the least senior employee being considered first for transfer. Additionally, the following provisions shall apply:

- No such involuntary transfer or reassignment shall be made for this reason because of any performance deficiency or the affected employe unless the affected employee has been given an opportunity to correct the deficiency.
- Such transfers or reassignments shall not be considered as disciplinary action.
- When such involuntary transfers or reassignments are made for reasons unrelated to the deficiency of the affected employee, the District shall, upon request from CSEA, bargain the impact and effects, and provide the reasons in writing how such transfer(s) will improve the efficiency of District operations.

3.6 **Employee preferences.** When involuntary transfers or reassignments are required by the District for reasons as defined in section 3.4. Employees shall have the right to indicate preferences from a list of vacancies in the same classification and the District will attempt to honor such requests.

3.7 **Explanation of reason.** In the event of involuntary transfers or reassignment, if requested, the employee shall be given the reason for the involuntary transfer or reassignment in writing.

3.8 **Itinerant Positions:** This section for reason of involuntary transfer and reassignment shall not apply to the itinerant/DO positions (e.g. DO Para Educators in the Special Education Department) as these assignments are itinerant by nature and their working location shall be determined at the discretion of the District.

4. **Promotions.** Promotions shall only be voluntary unless otherwise agreed to by the District and CSEA.

4.1 **Salary Placement After Promotion**: Any employee in the bargaining unit receiving a promotion to a higher classification shall be moved to the appropriate range and step of the new class to ensure not less than a 5% salary increase as a result of that promotion, except that the employee may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

4.2 **Probationary Period for Promotions**: There shall be a six (6) month or one hundred thirty (130) day probationary period of paid service, whichever is longer following all promotions. During this time the following provisions apply:

4.3 **Permanent staff.** A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position, shall be employed in the classification and retain the same amount of hours per day from which the employee was promoted. If the employee utilizes paid or unpaid leave, or is otherwise absent from work due to extended illness, industrial accident, or any other approved or unapproved leave during the probationary period, the probationary period shall be extended by the number of days of absence (not to include vacation). Unpaid days service also includes summer break.

4.4 **Probationary staff**. Probational employees promoted to a new classification shall assume a new probationary period (6 months or 130 days probationary period, whichever is longer). Probationary employees promoted from their initial positions during their initial probationary period, and do not make permanent status shall not have rights to their former classification.

5. **Notices of Vacancies.** Notices of vacancies shall be posted on employee bulletin boards and the District's digital public posting system (e.g. edjoin.org) for a minimum of five (5) work days. The District will notify all classified staff of vacancies by District email. The five (5) day posting requirement may be waived by mutual agreement by CSEA and the District.

6. **Filling Vacancies.** Employees that apply for promotion, reassignment or transfer shall be given first consideration. First consideration means that internal candidates will be granted interviews if the employees meet the minimum qualifications. Criteria in which consideration is defined may include the following: (1) qualifications; (2) experience; and (3) is in good standing with the District.

7. For the purpose of this section, "good standing" is defined as:
    a) Having received an overall rating of "Satisfactory" on their two (2) of their three (3) most recent performance evaluations; or
    b) Having received an overall rating of "Satisfactory" in all evaluations for employees with less than three (3) evaluations; and
    c) Having a formal disciplinary action place in their personnel file within the twelve (12) months immediately preceding the application date.

ARTICLE XII

DISCIPLINARY ACTION

1. **Probationary Employees.**

    1.1 At any time during the probationary period the Governing Board may terminate the employment of a probationary employee. The employee shall not be entitled to a hearing. Written notice of such action shall be served on the employee either by personal delivery or by mailing such notice to the employee at his/her last address of record. The notice shall be served prior to the expiration of the probationary period.

2. **Permanent Employees.**

    2.1 Disciplinary action. Discipline shall be imposed on permanent employees only for just cause. Disciplinary action includes dismissal, demotion and suspension without pay or involuntary reassignment/transfer for disciplinary reasons, but shall not include layoff for lack of work or lack of funds. The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

    2.2 The District will endeavor to assist the employee in correcting deficient performance or incidents of misconduct. However, it shall be the employee's ultimate responsibility to respond to notice of deficiencies or misconduct.

    2.3 The employee is entitled to representation at all levels of the disciplinary process.

    2.4 No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the Notice of Intended Disciplinary Action unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed and that the employee shall have disclosed the facts to the District.

    2.5 In accordance with the concept of progressive discipline, counseling and an opportunity for improvement shall typically precede disciplinary action. This concept shall not apply in cases involving gross misconduct.

    2.6 Notwithstanding the provisions of this article, the Superintendent or his/her designee, may without prior counseling and/or written notice, initiate extreme and/or egregious disciplinary action (i.e., suspension, demotion, termination) when the employee's misconduct is of such an extreme and/or egregious nature as to necessitate the imposition of suspension, demotion or termination, without the benefit of prior written counseling or warning.

3. **Just Cause.** Each of the following constitutes cause for disciplinary action against a permanent classified employee.

3.1 Dishonesty, theft, or falsifying any information supplied to the District. This includes, but is not limited to, information supplied on employment application, employment records, timesheets, absence forms, District forms, or electronic programs.

3.2 Incompetence or inefficiency in performance of duties or inexcusable neglect of duties of his/her position.

3.3 Unauthorized absenteeism and/or tardiness, including abuse of illness or other leave provisions.

3.4 Conviction of either a felony, or conviction of any sex, substance abuse or other offense made relevant by provisions of the Education Code or other applicable law. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this paragraph.

3.5 An act of insubordination.

3.6 Deliberate destruction, damage or removal of District or another person's property.

3.7 While on duty, on District property or in such close time proximity to cause any detrimental effect upon pupils, upon the employee or upon employees associated with him/her, either used, sold/furnished, or was under the influence of, or unlawfully possessed alcohol or any controlled substance as defined in the Health and Safety Code and/or Penal Code.

3.8 Willful violation of the Education Code, or District rules, policies or procedures. This shall also include refusal to obey safety rules or regulations made applicable to public schools by the State Board of Education or by any other appropriate state or governmental agency.

3.9 Failure to possess or keep in effect any license, certificate or permit required by law for the assigned duty. Upon the written request of the employee, the District shall delay the date of the disciplinary hearing to enable the employee to promptly appeal the decision of the governmental agency or court which hears appeals on such suspensions and revocations. This delay shall only be granted when the employee provides written verification that a formal appeal has been filed with the governmental agency or court within ten (10) calendar days after receiving notification of the revocation, suspension, expiration or cancellation or other loss or lapse of the required license or permit. The disciplinary hearing shall be delayed until the appeal process has been completed or for a period of ninety (90) calendar days whichever comes first. The employee shall remain on unpaid leave during the interim period of time until the disciplinary hearing, except that the employee shall have the right to utilize any paid accrued leave such as vacation or compensatory time before the unpaid leave begins. The employee shall immediately inform the District of the decision of the governmental agency or court regarding the appeal.

3.10 Abandonment of position. Three (3) working days absence without approved leave or proper notification to the immediate supervisor or District (verbal or written) shall be deemed abandonment of his/her position and shall result in a voluntary resignation. Cases involving extenuating circumstances shall be subject to the review by the District and the determination shall be considered final.

3.11 Commission of an act involving moral turpitude.

3.12 Knowingly providing verbal or written confidential information to an unauthorized person(s) or a third party.

3.13 Unauthorized use, or misuse, of district supplies, materials, facilities, equipment, or other property.

3.14 Actively working for any political party or cause during assigned work hours.

3.15 Abusive conduct or language toward the public, a pupil, an officer, or employee of the District.

4. **Pre-Disciplinary Procedures.**

4.1 **Informal Conference**

An employee against whom the disciplinary action is being considered may be requested to attend an informal conference with the immediate supervisor, his/her designee and/or a Human Resources Administrator prior to official written notification or any recommended disciplinary action. At such conference, the employee shall be informed orally of the specific disciplinary action being considered as well as the reasons therefore and be given an opportunity to respond thereto. At such a conference, the employee may represent himself/herself and/or be represented by a union representative. Holding such an informal conference is discretionary with the District and the failure to do so shall not invalidate any disciplinary action taken pursuant to this regulation.

4.2 **Statement of Charges**

The employee shall be notified by written notice of the intended disciplinary action, except as set forth below. The written notice shall be served personally or by certified mail. The notice shall include but not be limited to the following:

a. A statement of the specific disciplinary action being proposed, including beginning and ending date(s) if appropriate;

b. A statement of the causes;

c. A statement of the specific acts or omissions upon which the causes are based.

d. A statement of the employee's right to a pre-disciplinary meeting with an administrator not involved with the investigation of the disciplinary matter. The employee shall be informed with the name and contact information of that administrator. The employee shall have five (5) days to request that meeting and the administrator shall attempt to schedule the meeting within ten (10) days of the request.

e. A copy of all relevant material upon which the disciplinary action is based.

4.3 **Skelly Hearing**

An employee against whom disciplinary action is being considered shall have the right to attend a Skelly Hearing with the Superintendent or his/her designee and may respond either orally and/or in writing. Written notice of the date, time, and location for the Skelly Hearing shall be provided in advance to the employee. The employee shall have the option to waive his/her right to a Skelly Hearing and accept the recommended action. The Superintendent or his/her designee shall not have been a party to the investigation or drafting of the charges against the employee. A minimum of five (5) working days before such Skelly Hearing, the employee shall be provided written charges of the specific disciplinary action, including the recommended disciplinary action, against the employee after the Skelly Hearing or the employee's refusal or failure to attend the Skelly Hearing. The employee shall be entitled to appeal the Superintendent or designee's imposition of disciplinary action and/or to contest the specific acts and omissions upon which the disciplinary action is based pursuant to the terms in this Article.

4.4 **Written Notice**

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

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

The Superintendent or designee will then notify the employee in writing which includes 4.2 a, b and c, above and:

a. A statement that the employee may file a request for a hearing before the Governing Board directly with the Superintendent or his/her designee which shall constitute a demand for hearing and a denial of the

charges. The employee shall have five (5) days to file his/her request for hearing with the District.

b. If an employee does not respond pursuant to 4.4 a. above, the District may impose the discipline as recommended by the Superintendent or designee.

5. **Hearing.**

5.1 If the employee served with a recommendation for disciplinary action files a timely request for hearing, the Governing Board may conduct such hearing itself or may appoint a designee to conduct such hearing.

a. Such designee may include, but is not limited to, a Hearing Officer (e.g., and Administrative Law Judge obtained through the Office of Administrative Hearings or an arbitrator through the California State Mediation and Conciliation Services).

b. If the Board elects to conduct the hearing itself, it shall set the date for the hearing within a reasonable time. In the absence of extenuating circumstances, a reasonable time is defined as forty-five (45) business days.

c. If the Board elects to appoint a designee, it shall do so within a reasonable time. In the absence of extenuating circumstances, a reasonable time is defined as forty-five (45) days.

d. Any decisions rendered by such a designee shall be advisory to the Board. The designee will prepare factual findings and written recommendations to the Board regarding the proposed discipline.

5.2 If an employee requests a hearing and subsequently fails to appear at such a hearing, the employee shall be deemed to have waived any right to participate or be represented at the hearing and action may be taken without further notice to the employee, based upon the recommendation for disciplinary action prepared by the Superintendent or his/her designee, and previously served upon the employee, unless CSEA has notified the District of the unavailability of the employee due to reasons beyond the employee's control.

5.3 The hearing shall be conducted in closed session unless the employee requests a public hearing. The Board, or its designee, may deliberate in the absence of the employee and the District administration.

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

5.5 The Governing Board's determination of the sufficiency of the cause for disciplinary action, and the appropriate level of discipline, shall be conclusive.

6. **General Provisions.**

6.1 Suspensions pursuant to this Article shall not reduce or deprive the employee of seniority or health benefits.

6.2 Nothing in this article shall limit the District's right to suspend an employee without pay if the employee's presence would, in the judgment of the responsible administrator, constitute a potential clear and present danger to employees, students, or the public being served. In this instance, the employee will be served with charges justifying the action within two (2) working days of the suspension without pay, and have the ability to respond to the charges. The employee may immediately be suspended with pay pending the initiation and completion of disciplinary action procedures.

6.3 A proposed disciplinary action may be settled at any time. The terms of such settlement shall be reduced to writing. An employee offered a disciplinary settlement by the District shall, upon request by the employee, be granted a reasonable amount of time to have the proposed settlement reviewed by his/her chosen representative prior to signing it.

6.4 The time lines contained herein may be extended at any time by mutual agreement of the parties.

ARTICLE XIII

EVALUATION PROCEDURES

1. **Evaluation Procedures.**

1.1 The District retains the sole responsibility for the evaluation and assessment of the job performance of each employee, and except as required by law, the implementation and administration of the procedures for such evaluation and assessment is solely within the discretion of the District.

1.2 ***Probationary Employee Evaluations***

Employees who have been employed for less than twelve (12) months are probationary employees except as provided below which shall be effective July 1, 2020. Probationary employees shall be evaluated by their immediate supervisor or designee (a designee shall not be an employee within a bargaining unit) after five (5) months and nine (9) months. The evaluation cycle noted above shall be in effect for all employees hired prior to June 30, 2020.

Effective July 1, 2020, employees who have been employed for less than six (6) months or one hundred thirty (130) days of paid service, whichever is longer shall be recognized as probationary employees. The probationary period for employees shall commence on the first (1st) day of paid service. Probationary employees may be evaluated after sixty (60) days of paid service (this will be referenced as the three (3) month evaluation on the evaluation report). In addition, probationary employees shall be evaluated after one hundred (100) days of paid service (this will be referenced as the five (5) month evaluation on the evaluation report). Probationary employees who utilize any form of paid or unpaid leave, or are otherwise absent from work due to extended illness, industrial accident or any other approved or unapproved leave during the probationary period shall have their probationary period extended by the number of days of absence. Unpaid days of service also includes traditional breaks (Example: summer, winter breaks, and weekends etc.) that are part of the school/work calendar. Paid holidays, vacation, and annually entitled sick leave days shall be recognized as paid service days. Employees present at assigned sites/departments for the duration of their workday performing assigned duties for the District will have met the criteria for paid service.

Probationary employees selected for transfer or reassignment in their current classifications shall continue with their initial probationary periods provided at the time of hire. Probationary employees promoted to new classifications shall assume the promotional probationary period as described in Article XI, Section 8, Promotions (6 month probationary period). Probationary employees who are promoted from their initial positions during their probationary period, do not have rights to return to their former classifications.

The immediate supervisor or designee may complete additional evaluations for probationary employees on an as needed basis at the supervisor's or designee's discretion (this will be referenced as an unscheduled evaluation on the evaluation report).

Written and/or verbal notification of unsatisfactory performance and an opportunity for improvement shall precede an unsatisfactory mark ("Unsatisfactory") on the evaluation report.

A probationary employee may attach written responses to statements comprising the evaluation report. The employee shall have ten (10) working days to attach a written response.

Written evaluations shall be prepared on the form provided in Appendix C. Each employee shall be given a copy of the completed evaluation form, reviewed by the employee's immediate supervisor or designee, and have an opportunity to discuss the evaluation prior to its inclusion in the employee's personnel file.

A written report of each evaluation shall be submitted to the Assistant Superintendent of Human Resources or designee. Upon successfully completing the probationary period and earning permanency in the District the employee shall be evaluated annually as per Section 1.3.

1.3 ***Permanent Employee Evaluations***

All permanent employees shall be evaluated by their immediate supervisor or designee at least once each year. The evaluation period for permanent employees shall extend from July 1 through June 30. Annual evaluations shall be completed by June 30. Exceptions to the June 30 timeline shall be submitted in writing by the supervisor to the Assistant Superintendent of Human Resources or designee. Upon approval by a Human Resources administrator, affected employees shall be notified. After five (5) years of overall Satisfactory Evaluations, the employee and immediate supervisor may mutually agree to have an evaluation conducted every other year. A written report shall be submitted to the Assistant Superintendent of Human Resources or designee.

1.4 Written and/or verbal notification of unsatisfactory performance and an opportunity for improvement shall precede an unsatisfactory mark ("Needs Improvement" or "Unsatisfactory") on the evaluation. In the event an overall rating of "Needs Improvement" or "Unsatisfactory" is noted in the evaluation for a permanent employee, the employee will be reevaluated within six (6) months. Permanent employees may request to be reevaluated following an Unsatisfactory Evaluation ("Unsatisfactory" overall rating) after sixty (60) workdays; upon receiving a Satisfactory Evaluation the requirement to re-evaluate the employee at six (6) months shall be considered fulfilled for that year's original evaluation schedule.

Performance Improvement Plans will be used when an employee has demonstrated "Unsatisfactory" performance in one or more of the qualifications. The Plan will include a timely follow up prior to the re-evaluation. The Plan will be placed in the supervisory file and not the employee's permanent personnel file.

1.5 An employee may attach written responses to statements comprising the evaluation report. The employee shall have ten (10) working days to attach a written response.

Additional evaluations may occur on an as needed basis. This could include an evaluation more frequently than once per year or once every other year.

1.6 Written evaluations shall be prepared on the form provided in Appendix C and should be based on information directly observed and/or investigated by the immediate supervisor or designee (per section 1.4 above). Each employee shall be given a copy of the completed evaluation form, reviewed by the employee's immediate supervisor, and have an opportunity to discuss the evaluation prior to its inclusion in the employee's personnel file. In addition, the Director of Human Resources shall review each evaluation and hear any appeals before the evaluation is placed in the personnel file.

The evaluation shall include specific recommendations for any necessary improvements.

2. **Personnel Files.**

2.1 An employee shall have the right, at any reasonable time, without the loss of pay, to examine and/or obtain copies of any material from the employee's personnel file except materials mentioned below. Such material is not to include ratings, reports, or records which:

(a) were obtained prior to the employment of the person involved;
(b) were prepared by identifiable examination committee members; or
(c) were obtained in connection with a promotional examination.

However, the employee shall have access to his or her numerical scores obtained as a result of a written examination.

2.2 The personnel file of each employee shall be maintained in the District's Human Resource Office. Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction. The employee shall have ten (10) working days to attach written responses.

ARTICLE XIV

SAFETY CONDITIONS

1. **Safety Conditions.** The District shall maintain safe and healthful working conditions.

   Any employee who observes a working condition which the employee believes to be unsafe shall report such condition, including reasons for believing it to be unsafe, to the employee's supervisor.

   Employees shall immediately report cases of assault or threatened assault suffered by them in connection with their employment to their immediate supervisor.

2. **Reimbursement for Replacement or Repair of Damaged Property.** The District will provide for the payment of the cost of replacing or repairing property of an employee which is worn or carried by the employee such as eye glasses, hearing aids, dentures, watches, or articles of clothing when such items are damaged as a result of acts committed by another party while the employee is on duty.

   The employee must report his losses or damages immediately, or within the next working day, following the occurrence.

3. **Safety Equipment.** Should the duties of an employee reasonably require use of any equipment to insure the safety of the employee, the district agrees to furnish such equipment.

ARTICLE XV

GRIEVANCE PROCEDURE

All matters not contained in this contract and all matters not specifically enumerated within the scope of negotiations shall be subject to District Personnel Policy # 4186 and Administrative Procedures # 4186(a) through # 4186(c).

1. **Definitions.**

    1.1 A "grievance" is a claim by an employee or CSEA that the District has violated, misinterpreted, or misapplied an express provision of the Agreement in a manner which adversely affects the employee.

    1.2 A "day" is a day in which the central administrative office of the District is open for business.

    1.3 An "immediate supervisor" is the lowest level supervisor who has been designated by the District to adjust grievances, and who exercises responsibility for the grieving employee.

2. **Procedure.**

    2.1 Step 1. Informal Grievance Meeting. The aggrieved employee and/or CSEA shop steward shall meet with the immediate supervisor, declare a grievance and attempt to resolve the grievance informally. Either party may elect to have one representative present subject to prior notification. This meeting shall take place within fifteen (15) days after the occurrence of the act or condition giving rise to the grievance.

    2.2 Step 2. If the grievance is not settled in Step 1, the aggrieved employee or CSEA may present to the Superintendent's designee, with a copy sent to the Superintendent, a written statement of the grievance. Such statement shall contain: the name of the employee filing the grievance, a listing of the provision(s) of the Agreement alleged to have been violated, a statement describing the precise conduct of the District alleged to have violated the Agreement (including all names, dates, and places necessary for a complete understanding of the grievance) and a listing of the specific actions requested to remedy the grievance. This written statement of the grievance shall be submitted within ten (10) days after the completion of Step 1. The Superintendent's designee shall meet with the grievant and his representative if requested, to resolve the grievance as soon as possible, but shall present a written answer to the employee within ten (10) days after receiving the grievance.

    2.3 Step 3. If the grievance is not settled in Step 2, the employee or CSEA may appeal to the Superintendent. Such appeal shall be in writing, and shall include a copy of the original grievance and all answers submitted in the prior

steps of the grievance procedure. The appeal must be submitted to the Superintendent within ten (10) days after the Superintendent's designee has given his or her Step 2 answer. If requested by either party, a meeting shall be held between the parties. The Superintendent shall issue his or her decision on the grievance within ten (10) days after receiving the grievance or after any meetings requested by either party.

2.4 Step 4. If the grievance is not settled in Step 3, CSEA may request mediation of the grievance by obtaining the services of a mediator from the State Mediation and Conciliation Service. Such request must be made by CSEA in writing to the Superintendent within ten (10) working days of the Superintendent's decision in Step 3. CSEA may waive this step and proceed to Step 5. If mediation occurs, neither party may introduce any settlement offers made in mediation at any subsequent step of the grievance process.

2.5 Step 5. If the grievance is not settled in Step 3 or 4, CSEA may request advisory arbitration, using an arbitrator through the American Arbitration Association. Such request must be made by CSEA in writing to the Superintendent within ten (10) working days of the mediation or the Superintendent's decision at Step 3. All expenses for this hearing shall be divided equally between CSEA and the District. The findings and recommendations of the arbitrator shall be advisory only and shall not be binding upon the District. An employee may not proceed to this step without the specific written approval of CSEA. A copy of this written permission shall promptly be submitted to the Superintendent or designee.

Upon receipt of the arbitrator's decision the Board, at its next regularly scheduled meeting, shall determine whether to accept the arbitrator's decision as written. The Board may determine whether it will review a transcript of the proceeding with a view toward making its own findings and conclusions, or accept the arbitrator's decision as written. The decision of the Board shall be final.

3. **General Provisions.**

3.1 The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the District to take the action complained of, nor justify the employee's refusal to perform assigned duties.

3.2 The time limits on the filing and processing of grievances may be extended only by a written agreement signed by the parties.

3.3 A grievance must be filed and appealed within the time limits set forth above, or the grievance shall be considered settled on the basis of the last answer given. If a district representative fails to answer the grievance within the time limits provided at a particular step (unless such time limits are extended by written agreement), the grievance may be appealed to the next step within the appropriate time limits.

ARTICLE XVI

EFFECT OF AGREEMENT

1. **Separability and Savings**. If any provision of this agreement should be held invalid by operation of law or by any state or federal court or administrative agency of competent jurisdiction, or if compliance with or enforcement of any provision should by restrained by any state or federal court or administrative agency of competent jurisdiction pending a final determination as to its validity, all other provisions of this agreement shall not be effected thereby.

   Invalidated or suspended provisions shall be renegotiated for the remaining term of the agreement.

2. **Entire Agreement/Completion of Meet and Negotiate.** During the term of this Agreement, the parties waive and relinquish the right to meet and negotiate except as provided elsewhere in this Agreement, and agree that they shall not be obligated to meet and negotiate with respect to any subject matter referred to or covered in this Agreement, not on those subjects or materials which were proposed by either party and later withdrawn.

ARTICLE XVII

PROFESSIONAL GROWTH

Professional growth is the continuous purposeful engagement in study and other related activities designed to achieve, retain and extend the high standards of the classified employees of the District.

Employees covered under this agreement shall be entitled to participate in the Professional Growth Program which is designed to motivate and reward a permanent classified employee in the improvement and enhancement of their performance in their assignment/classification. It is not the intent of the article to provide a stipend as defined in section 6 for training(s) that are not related to an employee's assignment/classification or potential upward mobility classifications that are not positions within the CSEA bargaining unit.

1. **Eligibility.** All employees in permanent status with the District shall be eligible to participate in the Professional Growth Program. The employee must be working and not on a leave of absence during the time the professional growth activity is undertaken.

   The professional growth program shall be effective July 1, 2006 and shall apply to courses or training approved after that date.

2. **Submission Parameters**. The window for submissions shall begin on August 1 of each fiscal year.

3. **Applicable Credits.** Professional Growth credits shall be directly related to the employee's duties as defined by the current job classification description or potential upward mobility within the CSEA bargaining unit. Applicable credits may be earned by successful completion of the following Professional Growth activities:

   a. Courses taken at an accredited college or university with units certified by official grade cards or transcripts, i.e., fifteen (15) clock hours shall constitute one (1) semester unit.

   b. Adult education courses, trade schools, conferences, seminars, or workshops, as designated and verified by hours of attendance, i.e., fifteen (15) clock hours shall constitute one (1) semester unit.

4. **Approval Procedures**. If the employee desires additional training within their current classification, they must submit a Professional Growth Plan. Advance approval of the professional growth activity must be obtained from the Human Resources Department before the work is begun. The employee shall submit in writing to the Human Resources Department sufficient information for an approval decision to be made. The proposal must be clearly and directly related to improvement of the employee's current job description in their established classification or the potential of upward mobility to other classifications(s) within the CSEA bargaining unit. This information shall include but, not be limited to:

(a) A description of the course information or activity to be taken. (e.g. schedule of courses, a course catalog description from the institution, or the training.
(b) The amount of time the employee will invest.
(c) The date of completion.
(d) The number of units to be earned.
(e) The relationship to the employee's current job description or proposed job assignment within the CSEA bargaining unit.
(f) The institution or agency providing the course or experience.
(g) The means by which verification of successful completion will be provided.

5. **Verification of Completion.** Upon completion of the professional growth activity, written verification of successful completion shall be submitted to the Human Resources Department for approval. A grade of "C" or better is required in order to received credit for formal courses. For other activities, a certificate of successful participation or credit/pass is required.

6. **Unit Compensation.** In accordance with the requirements of this article, the permanent employee shall be granted a one-time stipend payment of five hundred dollars ($500.00) upon successful completion of six (6) semester units, or the equivalent of (15 hours equals 1 unit), or approved professional growth work which is not paid for by the District or completed on paid time, during a fiscal year.

   The deadline for filing any approved units, transcripts or documentation will be June 30th. Any extensions must be preapproved on a case-by-case basis by the Human Resources Department.

   Each permanent employee may receive a maximum of four (4) increases in their career with the District.

   The employee will not be eligible for a stipend incentive if any portion of the cost of the professional growth activity was borne by the District or if the training is not directly related to their current or proposed job assignments within the CSEA bargaining unit. Credit will not be approved if attendance/participation occurs during the employee's normal working day and/or the employee is paid for service to the District at the same time. Training or instruction taken at District request and paid for by the District is not a part of the professional growth incentive program.

   Credit will not be granted for training or coursework required by State or Federal law to maintain a credential or license required to continue employment in a given classification.

   All records must be kept by the Director of Human Resources. It is the employee's responsibility to verify and monitor their progress.

7. Appeal Procedure. An employee, whose request for prior approval of a Professional Growth Plan is denied, may appeal the denial to the Superintendent. If the Superintendent upholds the denial, the reasons for the denial shall be made in writing either by email or in person to the employee within ten (10) business days.

TURLOCK UNIFIED SCHOOL DISTRICT
C.S.E.A.
SALARY AND BENEFITS SCHEDULE
2025-26

POSITION		RANGE	HOURLY RATES STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Cafeteria Helper/Server Crossing Guard Cafeteria Cashier/Server Expanded Learning Activity Leader		7	18.51	19.44	20.41	21.43	22.50	23.63	24.81
Campus Supervisor - Elementary		7.5	18.97	19.92	20.92	21.97	23.06	24.22	25.43
Food Serv Asst I Student Store Clerk		8	19.44	20.41	21.43	22.50	23.63	24.81	26.05
		8.5	19.92	20.92	21.97	23.06	24.22	25.43	26.70
Para-Educator Para-Educator - E.S.L. Food Serv Asst II Para-Educator - Preschool Para-Educator - TK and K ECE Visual Arts Assistant		9	20.41	21.43	22.50	23.63	24.81	26.05	27.35
Para-Educator - Bilingual Sign Language Interpreter Bilingual Interpreter/Translator		9.5	20.92	21.97	23.06	24.22	25.43	26.70	28.03
Head Start Paraprofessional		9.8	21.41	22.48	23.60	24.78	26.02	27.33	28.69
Job Developer/Coach Para-Educator - Non-Severe Bilingual Assessment Assistant		10	21.43	22.50	23.63	24.81	26.05	27.35	28.72
Campus Supervisor II		10.5	21.97	23.06	24.22	25.43	26.70	28.03	29.44
Para-Educator - Severe		11	22.50	23.63	24.81	26.05	27.35	28.72	30.15
Family Service Worker		11.3	23.06	24.21	25.42	26.69	28.03	29.43	30.90
Custodian/Groundskeeper Computer Repair Technician Custodian Groundskeeper		11.5	23.06	24.22	25.43	26.70	28.03	29.44	30.91
Head Start Custodian/Groundskeeper		11.6	23.23	24.39	25.61	26.89	28.24	29.65	31.13
Campus Supervisor - Secondary		12	23.63	24.81	26.05	27.35	28.72	30.15	31.66
Cafeteria Driver Food Service Lead		12.5	24.22	25.43	26.70	28.03	29.44	30.91	32.45

TURLOCK UNIFIED SCHOOL DISTRICT
C.S.E.A 2025-26 SALARY AND BENEFIT SCHEDULE

POSITION		RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Student Welfare & Attendance Asst. Career Navigator Performing Arts Assistant		13	24.81	26.05	27.35	28.72	30.15	31.66	33.24
Custodian/Warehouser/Deliverer Lead Custodian Child Nutrition Custodian/Warehouser/Deliverer		13.5	25.43	26.70	28.03	29.44	30.91	32.45	34.08
Coordinator of Campus Supervisors		14	26.05	27.35	28.72	30.15	31.66	33.24	34.91
Head Custodian Head Custodian/Groundskeeper		14.5	26.70	28.03	29.44	30.91	32.45	34.08	35.78
Bus Driver		15	27.35	28.72	30.15	31.66	33.24	34.91	36.65
Bus Driver/Delegated Behind the Wheel Trainer Lead School Bus Driver		15.5	28.03	29.44	30.91	32.45	34.08	35.78	37.57
Maintenance Worker Painter/Maintenance Worker Mechanic/Bus Driver Bus Driver/Dispatcher Bus Driver/Trainer		16	28.72	30.15	31.66	33.24	34.91	36.65	38.49
Lead Computer Repair Technician Lead Mechanic School Bus Training Officer		17	30.15	31.66	33.24	34.91	36.65	38.49	40.41
		17.5	30.91	32.45	34.08	35.78	37.57	39.45	41.42
Electrician Network Technician Telecommunications Technician Sign Language Interpreter Specialist Audio Visual Technician HVAC Technician/Maintenance Worker		18	31.66	33.24	34.91	36.65	38.49	40.41	42.43
		18.5	32.45	34.08	35.78	37.57	39.45	41.42	43.49
Student Welfare & Attendance Specialist		19	33.24	34.91	36.65	38.49	40.41	42.43	44.55
Lead Maintenance Worker		20	34.91	36.65	38.49	40.41	42.43	44.55	46.78

TURLOCK UNIFIED SCHOOL DISTRICT
C.S.E.A 2025-26 SALARY AND BENEFIT SCHEDULE

POSITION		RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Network Engineer		21	36.65	38.49	40.41	42.43	44.55	46.78	49.12
Athletic Trainer		22	38.49	40.41	42.43	44.55	46.78	49.12	51.57
Speech Language Pathology Assistant Certified Occupational Therapy Assistant		23	40.41	42.43	44.55	46.78	49.12	51.57	54.15

LONGEVITY:
Employees who have completed fourteen (14) years of uninterrupted service to the District shall be granted a longevity step equal to 5% of Step 7 beginning their 15th year. Employees who have completed twenty (20) years of uninterrupted service shall be granted a longevity step equal to 10.25% of Step 7 beginning their 21st year.

HEALTH & WELFARE BENEFITS:
$12,000 annually ($1,000 monthly) for eligible employees who participate in the District's health benefit plans.
All benefit-eligible CSEA employees hired prior to July 1, 2016 who choose not to take a District-provided health will be afforded the opportunity to cash out the Health Benefit cap of $3,843 annually ($320.25 monthly) and must provide annual verification of health insurance. All benefit-eligible CSEA employees hired on or after July 1, 2016 who choose not to take a District-provided health plan will be afforded the opportunity to cash out the Health Benefit cap of $3,000 per year and must provide annual verification of health insurance.

PREVIOUS LIKE EXPERIENCE:
The Superintendent shall allow year-for-year credit for previous like experience up to two years and may allow employees new to the district year-for-year credit for six or more years of like experience.
For example: an employee with two years like experience would be placed on Step 3 of the salary schedule.

ANNUAL STEPS:
Each employee may be eligible to advance to the next step of his/her classification July 1, provided that the employee is in paid status January 1 of the preceding fiscal year.

Salary Effective Date: July 1, 2025
Revised Date: May 20, 2026
Adopted by the Board of Trustees on: June 16, 2026

HOLIDAYS

For all employees who meet the eligibility as stated below:

	2025-2026	**2026-2027**
Independence Day	July 4	July 3
Labor Day Holiday	Sept. 1	Sept. 7
Veterans' Day Holiday	Nov. 11	Nov. 11
Thanksgiving Holidays (2 days)	Nov. 27-28	Nov. 26-27
Christmas Eve Day	Dec. 24	Dec. 24
Christmas Day	Dec. 25	Dec. 25
New Year's Day	Jan. 1	Jan. 1
Martin Luther King Day	Jan. 19	Jan. 18
Presidents' Holidays (3 days)	Feb. 12, 13, 16	Feb. 11, 12, 15
Memorial Day	May 25	May 31
Juneteenth	June 19	June 18

Holidays on Saturday or Sunday. When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.

Holiday Eligibility. Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Employees who are not normally assigned to duty during the school holidays, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

Notwithstanding any section of this Agreement, the District and CSEA agree to comply with any federal or state regulation that requires any holiday to be observed on a particular date unless a waiver to this requirement is granted by a competent authority. In such an instance, if a waiver is not granted, the required date would replace the date so indicated in this agreement.

Turlock Unified School District

Classified Employee (CSEA) Evaluation Report

Name: _____ **Position:** _____

Evaluation Period From: _____ **to** _____ **Location:** _____

Employee Status:

Probationary
- ☐ 3 month
- ☐ 5 month
- ☐ 9 month
- ☐ Unscheduled
- ☐ 6 month promotion

Permanent
- ☐ Annual
- ☐ 6 Month Re-evaluation
- ☐ Unscheduled
- ☐ 6 month promotion

	Satisfactory	Needs Improvement	Unsatisfactory
I. SKILL QUALIFICATIONS			
1. Knowledge of required skills	☐	☐	☐
2. Quality of work	☐	☐	☐
3. Volume of work	☐	☐	☐
4. Care of equipment and supplies	☐	☐	☐
5. Conscientious attitude toward work	☐	☐	☐
6. Initiative	☐	☐	☐
7. Safety	☐	☐	☐
II. PERSONAL QUALIFICATIONS			
1. Grooming	☐	☐	☐
2. Dependability and attendance	☐	☐	☐
3. Relationship with other employees	☐	☐	☐
4. Public Relations	☐	☐	☐
5. Personality, self-control, poise	☐	☐	☐
6. Response to suggestions	☐	☐	☐
III. GENERAL EVALUATION			
(Indicate appropriate overall rating)	☐	☐	☐

General Comments by site administrator or manager: **Additional comments may be attached.*

Evaluator: _____ _____ Date: _____
Print Name and Title Signature

Employee Comments: **Additional comments may be attached.*

_____ Date: _____
Employee's Signature

NOTE: This signature indicates that the employee has seen and discussed the evaluation report. It does not necessarily indicate complete agreement with all factors of the evaluation. Employee has 10 days to respond in writing per contract.

Definitions and Terms

I. SKILL QUALIFICATIONS

1. Knowledge of Required Skills:	Possesses necessary skills to perform services required of position.
2. Quality of Work:	Work performed by the employee meets accepted standards of the position.
3. Volume of Work:	Demonstrates ability to complete assigned work on time.
4. Care of Equipment and Supplies:	Exercises good judgment and proper care in use and conservation of equipment and supplies.
5. Conscientious Attitude Toward Work:	Tries continuously to do his/her best on any job assigned; accepts change and interruptions graciously.
6. Initiative:	Displays resourcefulness in seeking additional ways to provide service and/or upgrade existing services.
7. Safety:	Complies with reasonable safety practices, particularly in situations involving pupils and equipment; practices may reflect specific supervisory directives or forethought for potentially dangerous conditions.

II. PERSONAL QUALIFICATIONS

1. Grooming:	Dresses appropriately in accordance with job assignments and is aware of personal cleanliness.
2. Dependability and attendance:	Accepts responsibility and completes assignments without prompting; complies with established hours of duty; exhibits a pattern of positive attendance.
3. Relationship with Other Employees:	Works harmoniously and cooperatively with others.
4. Public Relations:	Possesses ability to meet the public favorably. Handles parent/student/public matters with fact and discretion.
5. Personality, Self-Control and Poise:	Capable of handling all situations in a mature manner; is impartial in relationships with associates; has ability to create a pleasant working atmosphere.
6. Response to Suggestions:	Accepts constructive and reasonable suggestions pertaining to duties related to position.

III. GENERAL EVALUATION

1. Two (2) "Needs Improvement" marks in any of the thirteen (13) qualifications will result in an overall "Satisfactory" evaluation when all other qualifications are marked "Satisfactory". No reevaluation of the employee shall be required.
2. Three (3) to five (5) "Needs Improvement" and/or one (1) "Unsatisfactory" mark in any of the thirteen (13) qualifications will result in an overall "Needs Improvement" evaluation. A reevaluation of the employee shall be required within six (6) months of the last evaluation.
3. Six (6) to thirteen (13) "Needs Improvement" marks in any of the thirteen (13) qualifications shall result in an overall "Unsatisfactory" evaluation. A reevaluation of the employee shall be required within six (6) months of the last evaluation.
4. Two (2) "Unsatisfactory" marks in any of the thirteen (13) qualifications shall result in an overall "Unsatisfactory" evaluation. A reevaluation of the employee shall be required within six (6) months of the last evaluation.

Performance Improvement Plan – Classified (CSEA) Page 1 of 1

Employee: _____ Site: _____

Employee Classification: _____ Date: _____

This Performance Improvement Plan addresses the following areas and provides suggestions/recommendations to help the employee improve his/her performance.

a. Specific area(s) where improvement is required:

b. Specific suggestions/recommendations for improvement of noted deficiencies:

c. Specific plan of action for assistance:

d. Method for assessing improvement:

Evaluator Signature	Name/Title	Date
Employee Signature	Name/Title	Date

DISTRIBUTION: One copy to: Evaluator
One copy to: Employee

Turlock Unified School District

CSEA Classified Evaluation Agreement

Employee Name: _____ **Location:** _____

Position: _____**Current Fiscal Year:** _____

In accordance with the Collective Bargaining Agreement, Article 13, 1.3, between CSEA and the District "[a]fter five (5) years of overall Satisfactory Evaluations, the employee and immediate supervisor may mutually agree to have an evaluation conducted every other year." (one evaluation during two fiscal years). Note: Years in which no evaluation was conducted shall constitute a satisfactory year for the purpose of this form.

If eligible and mutually agreed to, this "CSEA Classified Evaluation Agreement" shall be signed on or before April 30th exempting the employee from the current year's evaluation.

Employee eligible for this agreement? ___ **Yes** ___ **No**

Both parties agree to waive *this years evaluation*? ___ **Yes** ___ **No**

_____ _____
Evaluator **Date**

_____ _____
Employee **Date**

Year of Next evaluation: _____

***A copy of this agreement shall be submitted to HR and shall be placed in the Employee's Personnel File.**

SIGNATURES

Anthony Silva, President
Board of Trustees
Turlock Unified School District

Valeria Silva, President
Turlock 56
California Schools Employees Association

Darwin Duncan, Labor Relations Representative
California Schools Employees Association

David Lattig, Superintendent
Secretary to the Board of Trustees
Turlock Unified School District

Maribel Romero, Director, Human Resources
Chief Negotiator
Turlock Unified School District

This Agreement was approved by the Turlock Unified School District Board of Trustees on May 20, 2026.