COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

DELANO JOINT UNION HIGH SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS DELANO HIGH CHAPTER 79

July 1, 2025 – June 30, 2028

August 27, 2025

TABLE OF CONTENTS

ARTICLE		PAGE
I	INTRODUCTION	3
II	RECOGNITION	4
III	SALARIES	6
IV	HEALTH AND WELFARE BENEFITS	11
V	VACATIONS	13
VI	HOLIDAY SCHEDULE	17
VII	HOURS	18
VIII	LEAVES OF ABSENCE	21
IX	VACANCIES AND TRANSFERS	34
X	EVALUATION PROCEDURES	37
XI	SAFETY	39
XII	EXCLUSIVE REPRESENTATIVE RIGHTS	40
XIII	PROFESSIONAL DUES/FEES & PAYROLL DEDUCTIONS	42
XIV	GRIEVANCE PROCEDURE	43
XV	LAYOFF PROCEDURES	47
XVI	DRUG AND ALCOHOL TESTING PROGRAM	50
XVII	RECLASSIFICATION	53
XVIII	CONCLUSION / REOPENERS	55
SIGNATURES		56
	APPENDICES	
	CLASSIFIED JOB CLASSIFICATIONS 2025-2026	57
	2025/2026 SALARY SCHEDULES	61

ARTICLE I

INTRODUCTION

A. This Agreement and the provisions contained herein constitute a bilateral and binding agreement by and between the DELANO JOINT UNION HIGH SCHOOL DISTRICT (hereinafter referred to as "District" or "Employer") and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS DELANO HIGH CHAPTER #79 (hereinafter referred to as "Exclusive Representative" or "Union"), an employee organization.

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

ARTICLE II

RECOGNITION

A. The District recognizes the Association as the Exclusive Representative of the District's employees as identified in Appendix A.

B. **Classified Positions:** All newly created positions, except those that lawfully are certificated, management, confidential, or supervisory, shall be assigned to the bargaining unit. The determination of management, confidential, or supervisory employees shall be made by the District after consultation with the Association. Disputed cases shall be submitted to PERB for resolution.

C. **Management Rights:** It is agreed and understood that the District retains all rights, powers, prerogatives, privileges, duties, and authority vested in it by any source whatsoever, including the Constitution of the State of California, the Constitution of the United States, State and Federal laws, and regulations and school district policies to manage, control, and direct the operations and affairs of the District and to take whatever action necessary to maintain operations in situations of emergency.

   1. The exercise of the rights, powers, prerogatives, privileges, duties and authority by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement.
   2. An emergency is a natural or man-made disaster that threatens the life, health, or safety of students or employees.

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

   1. Any employees violating the no-strike provision may be subject to discipline by the employer, including termination from employment.
   2. For the term of this Agreement, there shall be no lock-out by the Employer.

E. **Reclassification:** Every bargaining unit position shall be classified. The District shall consult with the Association with respect to District-initiated reclassification of any such position. The District agrees to negotiate changes in salary that may be warranted as a result of reclassifications. The Association may request reclassification of any such position by filing with the Superintendent of the District written justification for reclassification. In determining whether such reclassification is appropriate, the District may request, and the Association shall provide, such additional support for the proposed reclassification as the District may deem appropriate.

F. **Right of Access:** The Association may utilize the District e-mail system for regular communication between officers, executive committee, work-site representatives, members of standing committees, and negotiating team, subject to the District's Technology Use Policy. E-mail communications shall be generated or sent on non-duty time and shall not interfere with efficient operation or bargaining unit employee performance as determined by the immediate supervisor, subject to the approval of the Superintendent.

ARTICLE III
SALARIES

A. **Salary Step Advancement:** salary step advancement (except longevity) shall be granted on July 1 of each year.

1. For the 2025-2026 school year, the 2024-25 Classified Salary Schedule will be increased by one and one quarter percent (1.25%) and adjusted accordingly. No classified employee will be placed in a salary classification below minimum wage.

   For the 2026-2027 fiscal year: Subject to a reopener.

   For the 2027-2028 fiscal year: Subject to a reopener.

2. Night differential pay shall be ($43.00) per month ($516.00 per year) on a prorated basis.

3. **Split Shift Differential**. Any bargaining unit employee who's regularly assigned duties cover a period in excess of ten (10) consecutive hours (i.e. 10 1/4 hours) shall receive a five and one-half percent (5.5%) base salary differential subject to the following conditions:

   a. Assigned hours must cover in excess of ten (10) hours for at least three or more days per week in order to be eligible for the differential.

   b. Differential shall be paid to assigned employees and shall not be paid to substitutes.

   c. Should an assigned employee who receives differential be absent from work for a period in excess of four (4) weeks, the differential shall terminate after 20 consecutive workdays of absence.

   d. Differential shall be paid on base wages only and shall not be part of any overtime pay calculation.

4. **Longevity:** A longevity step (based on Step VIII) of five percent (5.0%) shall be added to the bargaining unit employee's salary the regular pay period after completion of each set of longevity ranges set Forth below so long as employee is in paid status:

Completed Years of Paid Service to District	
10 years	5% added to salary
15 years	5% added to salary (10% Cumulative)
20 years	5% added to salary (15% Cumulative)
25 years	5% added to salary (20% Cumulative)
30 years	5% added to salary (25% Cumulative)
	Grand total of all longevity increases: 25% salary increase

Continuous service shall not be affected by a medical leave of absence or by the provisions of layoff and re-employment within a 39-month period. Longevity shall be paid beginning on the first paycheck after an employee's anniversary date meeting the criteria of completion of 10, 15, 20, 25, and 30 continuous years.

B. **Salaries:** Except for delay beyond the control of the District, salaries for bargaining unit employees shall be paid once per month on or before the last working day of the month. The normal pay day falls on a holiday; the paycheck shall be issued on the preceding workday.

1. **Payroll Error:** Any payroll error resulting in insufficient payment for a bargaining unit employee shall be corrected and a supplemental check issued within five (5) working days after the bargaining unit employee provides notice to the payroll department.
   a) Overpayment: Any payroll error resulting in overpayment to a bargaining unit employee shall be subject to the terms contained in California Education Code section 44042.5.

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

D. **Physical Examination:** Whenever the District requires a physical examination to be taken by a bargaining unit employee or when such bargaining unit employee is required by law to submit to a physical examination for continuance in employment, the District shall either provide the required examination, cause it to be provided, or provide the bargaining unit employee with reimbursement for the required examination.
   1. The District shall maintain a physical examination schedule for all bargaining unit employees who are required by law to submit to such an examination as a condition of continued employment.
   2. For Bus Drivers, transportation shall be furnished by the District one time each renewal year and subsequent transportation, if any, must be arranged by the bargaining unit employee.
   3. The District shall reimburse the employee the renewal fees each time it is due for any Bus Driver who holds a valid bus driver certificate.

E. **Yearly Statement:** All bargaining unit employees shall have access to an employee on-line portal sick leave, compensatory time off, and vacation accrued as of the date of issue.

F. **Mileage Reimbursement:** Any bargaining unit employee required by the District to use a personal vehicle on District business shall be reimbursed for mileage at the rate as allowed by the Internal Revenue Service.

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

H. **Bus Driver Bi-annual Training:** The District shall pay Bus Drivers for required bi-annual training at the appropriate rate of pay.

I. **Out of Class Pay:** When a bargaining unit employee is assigned job duties which are not a part of the regular job classification and are not included in the bargaining unit employee's job description, the bargaining unit employee's rate of pay shall be adjusted upward for the entire period of working out of classification.

1. In order to qualify, the bargaining unit employee must work out of classification for five (5) days in any fifteen (15) day period.

A. If the job duties are specified for bargaining unit employees in a higher pay classification, the bargaining unit employee, upon satisfying the requirement of paragraph I.1. above, shall receive pay at the bargaining unit employee's experience step for the rate in effect for the higher pay classification.

J. **Coaching Stipend:** Should a classified unit member be selected to coach an athletic team, the classified unit member will be paid the same stipend that is paid a certificated unit member.

K. **Salary Placement:** The Superintendent has the authority for salary placement for newly hired unit members up to Step 5 based on experience and qualifications. The DJUHSD Board of Trustees has the right to evaluate the above-mentioned placement based on experience, qualifications, special certificated, etc., prior to final Board action.

L. 1. **Additional Compensation:**

A. For bargaining unit employees who possess a valid bus driver certificate and are assigned both an AM and PM home to school run on a daily basis, these employees shall be paid an additional forty-three dollars ($43.00) per month for each month up to a

maximum five hundred and sixteen dollars ($516.00) per school year effective July 1, 2023.

B. For bargaining unit employees who possess a valid bus driver certificate and are

assigned either an AM or PM home to school run on a regular basis, these employees shall be paid an additional thirty dollars ($30.00) per month for each month up to a maximum of three hundred and sixty dollars ($360.00) per school year effective July 1, 2023.

C. Any bus driver who drives a Special Education bus route will receive a daily stipend of $2.00 per AM and $2.00 per PM route.

D. For all other bargaining unit members who possess a valid bus driver certificate, these employees shall be paid an additional twelve dollars ($12.00) per month for each month up to a maximum of one hundred forty-four dollars ($144.00) per school year effective July 1, 2016.

M. **Bilingual Stipend Tests**:

a. Individuals passing only the Oral Portion shall receive a two hundred fifty-five dollars ($255.00) stipend. Individuals passing only the Written Portion shall receive a three hundred seventy-five dollars ($375.00) stipend. Individuals passing both the Oral and Written Portions shall receive a six hundred and thirty dollars $630.00 stipend.

b. Testing will be conducted based on a schedule established by the District as least twice per year. The CSEA Chapter President shall be provided a copy of the testing schedule in advance.

c. Designated classifications shall be tested first on the Oral Portion of the test. If the Oral Portion is passed the individual will be invited to participate in the Written Portion.

d. Stipends will be included as part of the regular compensation received by designated classifications after successful passing of the Bilingual Stipend test.

e. The employee's supervisor or Superintendent/designee will determine if a bilingual stipend is to be recommended.

f. Supervisors/Managers may recommend when the employee has not been available to interpret and/or translate, or when their bilingual skills are no longer required for their assignment (when transferred to another area or when their assignment has changed), discontinuation of the bilingual stipend. Employee may request discontinuation of the bilingual stipend at the end of the school year (June 30). Discontinuation of the stipend will take effect July 1.

N. **Lead Classified Positions**: The District shall determine all Lead classified bargaining unit positions for the following school year. Lead classified bargaining unit positions, as determined by the District, shall receive a three and six-tenths (3.60%)-differential on base

wages only and shall not be part of any overtime pay calculation. [Salary schedule to reflect the Lead Stipends]

O. **Degree Stipends:** Any bargaining unit member who possesses an Associate's Degree (AA/AS) shall receive an annual stipend of six hundred twenty and six cents dollars ($620.06). Any bargaining unit member who possesses a Bachelor's Degree (BA/BS) shall receive an annual stipend of one thousand two hundred thirty seven dollars and fifteen cents ($1,237.15). The degree stipend shall be paid at the beginning of the following month.

ARTICLE IV
HEALTH AND WELFARE BENEFITS

A. **Health and Welfare Benefits:** For the 2025-2026 benefit year, the District shall pay the annual dollar amount specified below for medical, dental, and vision insurance for each eligible bargaining unit employee and eligible dependent(s) under plans as agreed to by the parties. This is a dollar amount contribution for medical, dental, and vision insurance.

B. **District Contribution**: For the 2025-2026 benefit year (October 2025 -September 2026), the District shall contribute an amount not to exceed one thousand seven hundred thirty-nine dollars and fifty cents ($1,739.50) per eligible bargaining unit employee per month, which excludes one hundred dollars ($100.00) for life insurance for employees only. No in-lieu payments or contributions to programs other than those which the District provides above shall be made by the District for any bargaining unit employee who elects not to subscribe to the benefits provided by this article. The District agrees to contribute the equivalent amount, $1,739.50, toward health and welfare benefits for those 6 and 7 hour employees who have provided fifteen (15) or more years of service to the Delano Joint Union High School District. The District shall make authorized deduction(s) for an Employee Paid Income Protection Plan administered through American Fidelity Insurance during the term of this agreement. In addition, the District shall facilitate the implementation of a Section 125 Plan for employees of the unit administered through American Fidelity Insurance Company. For any bargaining unit employee not receiving the full District contribution pursuant to paragraph A.1, the District shall prorate its contribution for the above specified program based on the ratio of hours of the bargaining unit employee's regular work hours per day bear to eight (8) hours per day.

C. **Eligibility**: Effective October 1, 2010, employees working 7.5 hours per day shall receive 100% of the District contribution toward Health and Welfare Benefits. Other part-time employees will receive a District contribution based on the ratio of hours worked to an eight (8) hour day. The District shall contribute $2.00 per month per eligible bargaining unit member for an administrative service fee of a 403(b) investment plan as secured through an approved/authorized vendor governed or administered by National Benefits Services.

D. **Retiree Health Benefits:** The provision applies only to bargaining unit employees retiring under the Public Employees Retirement System.

1. Bargaining unit employees who have attained age sixty (60) and who have completed ten (10) years continuous service to the District or who have attained age fifty-five (55) and who have completed thirteen (13) years continuous service to the District shall be eligible for early retirement health and welfare benefits.
2. Bargaining unit employees retiring under this plan shall be provided with health and welfare benefits specified under this article at the rates herein specified until they become eligible for state or federal retirement and/or health care benefits.
3. Continuous service shall mean time in service to the District. Continuous service shall not be affected by any approved paid leave of absence granted by the Board of Trustees or by a lawful layoff and re-employment within 39 months.

ARTICLE V
VACATIONS

A. **Entitlement:** All employees covered by this Agreement shall be entitled to paid vacation benefits as outlined in this Article.

B. **Eligibility:**

1. Effective July 1 of each year, the District will credit each permanent employee with the number of days of vacation s/he would have earned in that fiscal year, July 1 - June 30. The amount of vacation to which an employee shall be entitled to during the fiscal year shall be based on and in accordance with Section C. Earned vacation is based on the length of continuous service from the date of employment to July 1 of any year. Continuous service shall not be affected by a medical leave of absence or by the provisions of layoff and reemployment within a 39-month period. At least five (5) days of earned vacation must be taken by June 30 of the fiscal year in which it is earned. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment. Upon separation of service, a bargaining unit employee shall be entitled to lump-sum compensation of all earned and unused vacation, except that bargaining unit employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.
2. A probationary employee may use only those days of vacation which have actually been earned, subject to the approval of the employee's immediate supervisor. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment. Upon separation from service, a bargaining unit employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that bargaining unit employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

C. **Accrual Rate:** Each bargaining unit employee shall earn vacation on a fiscal year basis at the following rates:

1. Bargaining unit employees on the regular payroll on a twelve (12) month basis shall, during the first four (4) continuous years of service with the District, earn vacation at the rate of ten (10) service days per year dating from the anniversary date of employment. Such vacation will become effective following the first year of employment.

2. Bargaining unit employees shall earn vacation time at the rate of fifteen (15) service days per year dating from the anniversary date of employment after having completed four (4) continuous years of service.
3. Bargaining unit employees shall earn vacation time at the rate of twenty (20) service days per year dating from the anniversary date of employment after having completed fourteen (14) continuous years of service.
4. Bargaining unit employees shall earn vacation time at the rate of 21 service days per year from the anniversary date of employment after having completed 20 continuous years of service.
5. Bargaining unit employees who serve less than full-time in their job classification shall earn vacation on the ratio of the bargaining unit employee's assigned hours to a full-time classified workday.
6. Employees who work outside of their assigned work calendar (August to June) shall accrue additional sick leave and vacation pay for all additional hours worked in the assignment.
7. Should a 10 & 11-month employee be required to work during a holiday, the weekends, or non-scheduled workdays during the work year the District will follow language in Article VI – Holidays and Article VII Hours, of the Collective Bargaining Agreement between the District and CSEA.

D. **Accumulation:** Bargaining unit employees will usually be required to take at least five (5) days of vacation leave annually. Vacation leave may, with the approval of the District, be taken at any time during the school year. Bargaining unit employees may be granted vacation during the school year even though not earned at the time the vacation is taken. If a bargaining unit employee is not permitted to take full annual vacation, the amount not taken shall accumulate for use in the next school year. Any vacation that is brought forth from one year to the next must be utilized during that year.

E. **Vacation Pay:**

1. Pay for vacation days shall be the same as that which the bargaining unit employee would have received had s/he been working.
2. When an employee resigns or is terminated for any reason and s/he has a vacation balance, the District shall pay the employee for vacation days earned but not taken, pro-rated to the date of termination under the provisions herein.
3. If an employee resigns or is terminated during the fiscal year and has taken vacation which

has not yet been earned, the employee shall reimburse the District for all such advanced vacation days.

4. All employees shall sign an Acknowledgment and Receipt Form, which provides for repayment of the advanced vacation, authorizing the District to deduct such sums from the employee's, pay.

F. **Vacation Scheduling:**

1. Vacations may be taken during the fiscal year in which it is earned, with the approval of the employee's immediate supervisor.
2. During the month of April, all bargaining unit members shall submit all vacation requests for the subsequent fiscal year. The District shall schedule all vacation based on seniority, consistent with the District's ability to provide services. A unit member shall receive a written response to a vacation request within ten (10) working days after the vacation request has been submitted to their immediate supervisor. Subsequent vacation changes during the year shall be considered on a first-come, first-served basis. Approved vacation schedules shall be available in each department or office, and copies sent to CSEA no later than June 1st of each year.
3. Vacation changes may be made by an employee at any time during the fiscal year, subject to the approval of the supervisor. Vacation changes shall not affect previously scheduled vacation of any other bargaining unit employee.
4. All 12-month employees shall take three (3) days of their accrued vacation at the following time: Three (3) days between the Christmas Holiday and the New Year's Holiday. The District will be closed for all employees during this week except for MOT and Business Office. The placement of these days will be subject to review on a yearly basis.

G. **Interruption of Vacation:**

1. An employee may interrupt or extend vacation leave in order to commence sick leave or bereavement leave upon proper notification and such verification as the District may require, and any vacation days not used shall be reinstated.

H. **Vacation Carry Over:**

1. The maximum days which may be carried over from one fiscal year to another are one fiscal year's accumulation less five (5) days. Vacation carryover in excess of the limit established above shall not be credited to the employee's vacation account. Scheduled and approved vacation shall not be subsequently denied by management, except in emergency situations created by unanticipated business necessity. However, if a scheduled and approved vacation is subsequently denied by immediate supervisor the employee will be entitled to

carry over the amount denied. A bargaining unit employee on a paid leave of absence which prevents utilization of a scheduled vacation, which cannot be rescheduled, shall be entitled to carry over the scheduledvacation time.

ARTICLE VI

HOLIDAY SCHEDULE

A. Bargaining unit employees shall receive the following holidays:
   1. New Year's Eve
   2. New Year's Day
   3. Martin Luther King Jr. Day
   4. Lincoln's Birthday
   5. Washington's Birthday
   6. Friday of Spring Recess
   7. Memorial Day
   8. Independence Day
   9. Juneteenth
   10. Labor Day
   11. Admission Day or alternate (as designated by the District - Monday following Easter)
   12. Veteran's Day
   13. Thanksgiving Day
   14. Friday following Thanksgiving Day
   15. Christmas Eve
   16. Christmas Day

B. **Holiday Pay:** A bargaining unit employee must be on paid status on the day immediately preceding or succeeding the holiday to be paid for the holiday. Bargaining unit employees not normally assigned to duty during the winter recess or the spring recess shall be paid for holidays occurring during those periods provided they were in paid status on their regularly scheduled workday immediately preceding or succeeding the holiday period. Whenever a holiday set forth herein 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 succeeding workday not a holiday shall be deemed to be that holiday. Bargaining unit employees, with District approval, may work on any of the above holidays in exchange for another working day so combined to make a three (3) day or longer holiday.

C. **Working on a Holiday:** Bargaining unit employees required to work on the holidays set forth in this Article shall be compensated, or given compensatory time off, at the rate of one and one-half (1 1/2) times the regular rate in addition to the pay received for the holiday.

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

ARTICLE VII
HOURS

A. **Work Day/Week:** Bargaining unit employees shall be on duty as assigned by the District. The length of the workday for full-time bargaining unit employees shall be eight (8) hours. The workweek shall consist of five (5) consecutive days or forty (40) hours for full-time bargaining unit employees. Bargaining unit employees serving less than a total of eight (8) hours per day and forty (40) hours per week shall be classified as part-time bargaining unit employees.

1. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable number of working hours. Notification of any change in working hours from the previous year shall be provided to affected classified employees in writing on or before August 31.
2. Nothing contained herein shall be deemed to bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours for all or any of its classified positions.

B. **Breaks:** Bargaining unit employees shall receive rest breaks as provided below. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the bargaining unit employee.

Hours Worked	Minutes of Break
Zero to Three	0
More than Three to Six	15
More than Six to Eight	30 (two 15-minute breaks)

C. **Lunch:** An uninterrupted lunch break of not less than thirty (30) minutes nor more than one (1) hour shall be provided.

D. **Scheduling Breaks:** Breaks enumerated under paragraphs B and C shall be scheduled as near the mid-point of each work period as possible consistent with the District's work schedule. Breaks are not to be used to extend the lunch period or to shorten the workday. There should be no combination of breaks. Breaks may be adjusted to best meet the needs of the District and the employee.

E. **Overtime**: Overtime shall be compensated, at the rate of time and one-half when a bargaining unit employee is requested by management to work:

1. More than eight (8) hours in one (1) workday.
2. More than forty (40) hours in one workweek.
3. A sixth or seventh consecutive workday for employees whose work schedule is four (4) hours or more per day, five (5) days per week.
4. A seventh consecutive workday for bargaining unit employees whose work schedule is less than four (4) hours per day, five (5) days per week.

F. **Compensatory Time:** Overtime shall be distributed and rotated as equally as is practicable among bargaining unit employees within each department by their immediate supervisor. Each department supervisor will develop an overtime log to ensure equal overtime rotation among employees in the department. Employees shall have the right to view the log upon request. Employees who call out on a day when overtime is available or decline an overtime opportunity shall be skipped for any overtime opportunity for that cycle (exhaustion of the list).

1. Compensatory time off in lieu of cash compensation for overtime worked may be granted at the appropriate rate in effect at the time gained. The Superintendent or designee shall determine the method of compensation.
2. Compensatory time shall be taken at a time mutually acceptable to the District and bargaining unit employee within twelve (12) calendar months from the time it was earned.
3. A bargaining unit employee who has performed overtime work may, within three (3) workdays, thereafter, advise the District payroll office of any preference as to the method of compensation. The bargaining unit employee's preference shall be considered by the Superintendent or designee in making the determination. Written notice of the determination shall be provided the bargaining unit employee.

G. **Hours Worked:** For purposes of computing the number of hours worked, time during which a bargaining unit employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave shall be considered as time worked by the bargaining unit employee.

H. **Call-back Time:** A bargaining unit employee called back to work after completion of the regular work schedule shall be compensated for at least one (1) hour work at the appropriate rate of pay.

I. **Working on a Day Off:** A bargaining unit employee called in to work on a day when the bargaining unit employee was not scheduled to work shall be compensated for at least one (1) hour of work at the appropriate rate of pay.

J. **Standby Time:** Standby time shall be compensated on a straight time basis, unless it occurs during overtime, in which event it will be compensated on an overtime basis.

K. **Fringe Benefits:** A bargaining unit employee in this unit who works a minimum of thirty (30) minutes per day in excess of part-time assignment for a period of twenty (20) consecutive working days or more shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 45136 of the Education Code, or its successor.

L. **Afternoon Athletic Run:** A bargaining unit employee assigned an afternoon athletic run shall

be compensated for at least two (2) hours work at the appropriate hourly rate of pay.

M. **Summer Assignments**: The District shall post work available for summer assignment by May 15th of each year. Notification of summer assignments shall normally be made by June 1st pursuant to Education Code Section 45102.

N. **Foggy Day Schedule:**

1. On the occasion when a "foggy day" is called, affected employees will report to work at 8:30 a.m. rather than 7:45 a.m.
2. Affected employees will work until 3:00 p.m. and shall receive a thirty (30) minute duty-free lunch period.
3. Affected employees shall be instructional aides assigned to the Delano High School, Cesar Chavez High School, Robert F. Kennedy High School, and Valley High School.
4. Instructional Aides assigned to the Delano Adult School and Pre-School shall NOT be affected by the change in workday schedule.
5. For late start/minimum days classified staff may have their start time adjusted to better service student needs. Notification of start time adjustments to better service students must be provided to affected classified employees with at least three (3) working days in advance, in writing, prior to implementing changes.

O. **Classified Unit Members Who Coach:**

Unit members who coach sports may be allowed to work a modified work schedule in order to accommodate practice time. Work schedules on game-days will be adjusted as necessary with no requirement for any personal leave utilization for paid stipend positions only. Classified employees may apply for posted coaching opportunities at the same time as the certificated unit.

ARTICLE VIII
LEAVES OF ABSENCE

Sick Leave

A. Every full-time bargaining unit employee shall be entitled to twelve (12) days of sick leave for each year of employment on the basis of one (1) day per each month of employment at the bargaining unit employee's daily rate of pay for purposes of illness, accident, or quarantine.
   1. Bargaining unit employees who serve less than full-time shall have this and all other leaves prorated on a ratio that their workday and workweek bears to a full-time workday and workweek.
   2. Pay for any day of absence shall be the same as pay which would have been received had the bargaining unit employee served the day of illness.
   3. Unused sick leave shall accrue from school year to school year.
   4. Pregnancy/Paternity leave shall be treated as an illness for purposes of sick leave.
      a. Under this provision, the dates during which the bargaining unit employee may be eligible to utilize accumulated sick leave, if any, shall be established by the bargaining unit employee's physician. The physician shall indicate in writing to the Superintendent the beginning and ending date of the period of illness due to pregnancy. The beginning and ending dates shall be based upon the bargaining unit employee's ability to render service to the employer.
      b. The District shall grant up to three (3) days of paternity / maternity leave upon request when the birth of the unit member's child is imminent. This leave shall not be deducted from any otherleave.
   5. The District may require a verification by a licensed physician or practitioner for any absence under this provision.

B. **Notification of Sick Leave Amounts:** At the beginning of each fiscal year, the full amount of sick leave granted under this section shall become available to each bargaining unit employee.
   1. Credit for sick leave need not be earned for the current year prior to taking such leave and such leave may be taken at any time during the year. A new bargaining unit employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

C. **Salary Deductions During Sick Leave**

When a bargaining unit employee employed in the classified service is absent from duty on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the bargaining unit employee, the amount deducted from the salary due the bargaining unit employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the bargaining unit employee's absence.

1. Compensation under this paragraph shall not commence until after the bargaining unit employee has utilized all sick leave accumulated under the provisions of paragraph A of this Article.
2. The salary deduction shall be limited to the period which, when added to the bargaining unit employee's accumulated sick leave at the beginning of the school year, totals five (5) months. It shall terminate after the fifth month of illness or accident or the end of the school year, whichever comes first.

D. **Personal Necessity Leave**

Up to seven (7) days of sick leave per year granted pursuant to paragraph A of this Article may be used by the bargaining unit employee in the following cases of personal necessity:

1. Death of a member of the immediate family as defined as mother, step mother, father, step father, grandmother, grandfather, son, step son, son-in-law, daughter, step daughter, daughter-in-law, grandchild, step grandchild, brother, step brother, sister, step sister of the employee or the spouse of the employee, registered domestic partner, or any relative living in the immediate household of the employee.
2. As a result of an accident or illness involving the person or property of the bargaining unit employee or the person or property of a member of the immediate family as defined as mother, step mother, father, step father, grandmother, grandfather, son, step son, son-in-law, daughter, step daughter, daughter-in-law, grandchild, step grandchild, brother, step brother, sister, step sister of the employee or the spouse of the employee, and the spouse, registered domestic partner, or any relative living in the immediate household of the employee.
3. When resulting from an appearance from any court or administrative tribunal as a litigant or party under subpoena or any lawful order made withjurisdiction.

4. Specific family responsibilities and/or obligations ofpersonal or family business which are imperative, and which require the personal presence of the bargaining unit employee and must be attended to duringworking hours.
5. The presence of the father at the time of birth of his child or when birth is imminent.
6. Unforeseen circumstances involving transportation or storm conditions that prevent the individual from getting to school. No such deduction will be taken when the school is on a foggy day delay schedule and a bargaining unit employee is unable to report to work because of the fog until the late opening, provided prior notification is given and accepted bythe Superintendent or immediate supervisor.
7. The Superintendent shall have the discretion to grant up to four (4) hours leave to a bargaining unit employee for the death of a person other than a member of the bargaining unit member's immediatefamily.
8. Such other reasons approved in advance by the District.
   A. The decision to approve any use of personal necessity leave under paragraph D.4. of this section in an individual case shall not constitute a precedent with respect to other requests.
9. A unit member will receive a copy of their classified leave request within twenty workdays from the receipt in the Human Resources Office.

E. Advanced request for permission to take a personal necessity leave shall be given by the bargaining unit employee to the district at least three (3) days in advance of the day on which the personal necessity is intended to be taken.
   1. If the necessity involved relates to D.I. or D.2., advance request is desirable but not required.
   2. If the necessity is of such a character to make it impossible to provide such three (3) day notice, the request for permission shall be made as soon as possible in advance of taking such leave.
   3. The manner of proof of such leave shall be in the form of a statement in writing, dated, and signed by the bargaining unit employee setting forth the nature of the personal necessity involved.

F. **Bereavement Leave**

Every bargaining unit employee shall be entitled to five (5) days of paid leave of absence at the bargaining unit employee's regular rate of pay for the death or serious illness of a member of the bargaining unit employee's immediate family defined:

Employee Family
Spouse,
Registered Domestic Partner,
Mother,
Step Mother
Father,
Step Father,
Grandfather,
Grandmother,
Son,
Step Son,
Son-in-Law,
Daughter,
Step Daughter,
Daughter-in-law,
Grandchild,
Step Grandchild,
Brother,
Step Brother,
Sister,
Step Sister

Spouse Family
Mother,
Step Mother,
Father,
Step Father,
Grandfather,
Grandmother,
Brother,
Step Brother,
Sister,
Step Sister

Or any relative living in the immediate household of the employee.

1. Per school year, every bargaining unit employee is further entitled to one (1) day of bereavement leave for one of the following relatives: aunt, uncle, niece or nephew.
2. This leave shall not be deducted from sick leave.
3. Bereavement leave shall be used before personal necessity leave days are used for purposes allowed pursuant to this paragraph.

4. This leave shall not be cumulative.
5. The District may extend bereavement leave for other individuals on a case-by-case, non-precedential basis.

G. **Industrial Accident and Illness Leave**

This leave shall commence on the first day of absence and shall not be accumulated from year-to-year. When any leave overlaps a fiscal year, the bargaining unit employee shall be entitled to only that remaining at the end of the fiscal year in which the injury or illness occurred. In addition to any other benefits that a bargaining unit employee may be entitled to under the Workers Compensation laws of this state, bargaining unit employees shall be entitled to the following benefits:

1. A bargaining unit employee suffering an injury or illness arising out of and in the course of the scope of employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness.
2. Payment for wages lost on any day shall not, when added to an award granted the bargaining unit employee under the Workers Compensation laws of this state, exceed the bargaining unit employee's normal wage for the day.
3. The industrial accident or illness leave is to be used in lieu of normal sick leave or extended sick leave benefits.
4. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, extended sick leave, vacation, or other paid leave may be used.
    a. If, however, a bargaining unit employee is still receiving temporary disability payments under the Workers Compensation laws of this state at the time of the exhaustion of benefits under this section, the bargaining unit employee shall be entitled to use only so much accumulated and available normal sick leave and vacation, which, when added to the Workers Compensation award, provides for a day's pay at the regular rate of pay.

H. **Jury Leave**

A bargaining unit employee must notify the District within five (5) days prior to be scheduled for jury duty. A bargaining unit employee who is required to serve all or any part of the day on jury duty shall be entitled to leave and shall be relieved from work without a loss of pay. This shall be accomplished by the bargaining unit employee turning in a printed verification of jury service provided by jury services. The bargaining unit employee shall sign over to the District any fee paid for jury duty minus any transportation or expense allowance. Any day during which a bargaining unit employee whose regular assigned shift commences at 1:00 p.m., or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

I. **General Leaves**

When no other leaves are available, a leave of absence may be granted to a bargaining unit employee on a paid or unpaid basis at any time, terms acceptable to the District and the bargaining unit employee. The Board may grant any bargaining unit employee in this unit a leave of absence with or without pay not to exceed one (1) year for the purpose of permitting study by the bargaining unit employee or for the purpose of retraining the bargaining unit employee to meet changing conditions within the District, consistent with the provisions of Sections 45380-45487 of the Education Code.

J. **Miscellaneous Provisions**

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

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

1. No period of unpaid absence of less than thirty (30) calendar days shall be considered a break in service for the purpose of earning seniority under this Agreement.

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

N. **Family Care and Medical Leave**

1. The Governing Board shall grant family care and medical leave to eligible bargaining unit members in accordance with this section and current state and federal law. Bargaining unit members taking this leave shall be reinstated in the same position(s) upon returning from family care leave. Stipend positions will be maintained unless as a consequence of this leave, the bargaining unit member is unable to perform the required duties of a specific stipend position at least 75% of the time required for the duties of the stipend position.
2. Bargaining unit members who take medical leave for their own serious health condition shall present certification from their health care provider to the effect that they are able to resume work.
3. **Definitions:**

   "Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of bargaining unit member standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. "Parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, or another person who stood in loco parentis to the bargaining unit member when the bargaining unit member was a child.

   "Serious health condition" means an illness, injury, impairment or physical or mental condition thatinvolves either: Inpatient care in a hospital, hospice or residential health care facility, or Continuing treatment or continuing supervision by a health care provider.
4. **Eligibility:**

   Any eligible bargaining unit member who has served the district more than one continuous year shall be eligible to take unpaid family care and medical leave under the provisions of state and federal law.
5. **Family care leave may be used for the following reasons:**

   A. Because of the birth of the bargaining unit member's child, and in order to care for the child.

   B. Because of the placement of a child with the bargaining unit member for foster care or in the connection with the bargaining unit member's adoption of the child.

   C. In order to care for the bargaining unit member's child, parent, spouse (including domestic partner) or, designated person with a serious health condition. Designated person for the CFRA Leave means any individual related to the employee by blood or whose association with the employee is equivalent of a family relationship. An employee may identify the designated person at the time the employee requests the leave. An

employee is limited to the designation of one person per 12-month period for family care and medical leave.

D. Because of the bargaining unit member's own serious health condition which makes the bargaining unit member unable to perform the functions of his/her job, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

6. **Terms of the Leave:**

A. Family care leave shall not exceed 12 work weeks during any 12-month period. The duration of this leave may be extended on a case-by-case basis, on a nonpresidential basis

B. This 12-month period shall coincide with the fiscal year.

C. Leave taken pursuant to the state Family Care and Medical Leave Act shall run concurrently with leave taken pursuant to the federal Family and Medical Leave Act (FMLA), except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to family care and medical leave, a bargaining unit member may be entitled to take pregnancy disability leave of up to four months. During the otherwise unpaid portion of pregnancy disability leave, the bargaining unit member may use any accrued sick time or other paid leave.

D. During the period of family care and medical leave, the bargaining unit member may elect to use his/her accrued leave, other accrued time off, or any other paid or unpaid time off negotiated with the District.

7. **Requests, Advance Notice and Certification:**

The bargaining unit member shall give the District at least 30 calendar days written advance notice of his/her need for family care and medical leave. If the bargaining unit member learns of the need for this leave fewer than 30 calendar days in advance, he/she shall provide such notice as soon as practicable.

If leave is needed for a planned medical treatment or supervision, the bargaining unit member shall make a reasonable effort to schedule the treatment or supervision to minimize disruption of District operations. This scheduling shall be subject to the health care provider's approval. A bargaining unit member's request for family care and medical leave shall be supported by a notice from the bargaining unit member. The notice shall include all of the following:

1. A statement that the condition is consistent with the definition of a serious health condition as defined by the FMLA in Section 825.114 for the person requiring care.
2. The date on which the serious health condition began.
3. The probable duration of the condition.
4. The relevant medical facts within the knowledge of the health care provider regarding the condition, released only with the consent of the bargaining unit member.
5. If the bargaining unit member is requesting leave because of his/her own serious health condition, the notice shall state that due to the serious health condition, the bargaining unit member is unable to perform the functions of his/her job.
6. If the bargaining unit member is requesting leave to care for a child, spouse, or parent who has a serious health condition, the notice shall also include the health care provider's estimate of the amount of time needed for the care.

8. **Maintenance of Benefits:**

During the period of family care leave, the bargaining unit member shall continue to be entitled to participate in and receive the District's contribution toward the District's life, medical, dental and vision plans. The bargaining unit member shall continue to be entitled to participate in disability and accident insurance plans, pension and retirement plans, supplemental unemployment benefits plans, and/or any other bargaining unit member welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose.

9. **Maintenance of Status:**

The bargaining unit member shall retain his/her bargaining unit member status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity or seniority under this Agreement.

A. Reinstatement:

Upon granting a bargaining unit member's request for family care leave, the District shall guarantee to reinstate the bargaining unit member in the same position(s) when the leave ends.

B. Intermittent/Reduced Work Schedule Leave:

Leave related to the serious health condition of the bargaining unit member or his/her child, parent, or spouse may be taken intermittently or on a reduced work schedule when medically necessary.

10. **Notifications:**

In accordance with law, the District shall notify bargaining unit members of their right to request family care leave.

When bargaining unit members request family care and medical leave, the District shall provide them with notice detailing the specific expectations and obligations involved, including:

1. Whether the bargaining unit member's paid leave may be substituted: (sick leave, personal necessity leave, or a request for an unpaid leave of absence)
2. The requirements for initial medical certification and certification upon return;
3. Health Benefit arrangements;
4. The bargaining unit member's right to restoration to the same position;
5. The bargaining unit member's potential liability for health benefits should the bargaining unit member not return to service.

11. **Return to Work:**

Leave under these provisions shall terminate whenever the bargaining unit member returns to continuous active service following notification as provided below:

Leave under this section shall terminate on the third working day after the date the bargaining unit member indicates that he/she can return to work in the written notice provided by the bargaining unit member to his/her immediate supervisor.

The return notice shall specify that the bargaining unit member is on leave pursuant to this section, that the bargaining unit member will return to continuous active service, and the date upon which the bargaining unit member will return to continuous active service (must be at least three (3) working days after notification).

A bargaining unit member who, while on leave under this provision, gives notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the next workday following expiration of the leave.

12. **Procedures**

Leave under this section shall commence on the date indicated by the bargaining unit member in the leave notice provided by the bargaining unit member to his/her immediate supervisor.

The leave notice shall specify the following:

1. The date the leave commences,
2. The anticipated pattern of leave use if the bargaining unit member will not be absent continuously,
3. Whether other paid leave will be utilized as part of the FMLA leave,
4. The anticipated date of return to continuous active service.

13. **FMLA Options:**

In addition to the provisions contained herein, Family Care and Medical Leave may be granted for other family members on a case-by-case, non-precedential basis.

O. **Catastrophic Leave**

CSEA and the District establish catastrophic leave with the following provisions:

1. Definitions:

"Catastrophic illness or injury" means an illness or injury:

a. That is expected to incapacitate the receiving employee for an extended period of time beyond the employee's paid leave entitlement, or

b. That incapacitates a member of the receiving employee's immediate family which incapacity requires the employee to take unpaid time off from work for an extended period of time to care for that family member, and

c. Which would create a financial hardship for the receiving employee if he/she were required to take extended time off work because he/she has exhausted all of his or her sick leave and other paid time off.

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

2. Any District employee may donate up to the current year's entitlement of sick or vacation leave to a member of the classified bargaining unit who meets the criteria above.

a. To donate sick leave, a unit member must retain one (1) year's entitlement of sick leave on the books.

b. A donating employee may donate a minimum of one (1) day of sick leave or vacation hours to another employee who has been deemed eligible to receive this leave.
c. Donated sick leave or vacation hours shall be converted for utilization on an hour for hour basis meaning the recipient shall be paid at his regular rate of pay.
d. Recipient shall utilize donated leave in the order donations are received rotated among donors.
e. Employees may not revoke their donation of sick leave credits. Nevertheless, donated leave not utilized by the recipient prior to return to service shall be returned to the donor.

3. The maximum days allowed to be utilized by one employee shall not exceed their normal annual work year.
4. Employees who are granted the use of donated leave days shall be considered to be in regular paid status and will continue to earn and accrue all contractual and statutory benefits.
5. To utilize this benefit, an employee or the District or CSEA must submit a request to the Superintendent to "call for donations."
6. The Superintendent will recommend approval of a catastrophic leave request to an employee if the employee's or their family member's illness or injury conforms to the definition of catastrophic illness or injury set forth in this section and the individual's condition is verified by a physician's written statement
7. An employee on leave for his/her own serious health condition is required to provide a fitness-for-duty certificate from their physician before he/she will be reinstated to employment.
8. Employees who return from catastrophic leave will be reinstated to their former position.

P. **Parental Leave:**

1. Employees will be eligible for parental leave in accordance with Education Code Section 45196.1.

Q. **Leaves for Summer School**

1. Any absences in excess of two (2) days during the District Summer School program, will result in the employee not being allowed to apply for the District Summer School the subsequent year. Use of bereavement leave, jury duty, and any medical emergency that requires the employee to be out an extensive amount of time is excluded from the provision (subject to verification).

R. **Leave for Reproductive Loss:**

1. Bargaining unit employees are eligible for a leave of absence for reproductive loss as provided in SB 848. Only in the event of a stillbirth, the employee will be entitled to use bereavement leave as provided in Article VIII. F.

ARTICLE IX
VACANCIES AND TRANSFERS

A. **Vacancies:** When a new position is created or an existing position becomes vacant, the District shall offer the opportunity of transfer to bargaining unit employees serving in the same class within the District.

1. All vacancies shall be posted by the District for not less than six (6) days at all working locations and to the District website prior to being filled. The posting shall list the job specifications, hours, location, and the minimum qualifications necessary for consideration of the applicant.
2. Any member of the bargaining unit who has attained permanency, may file an in-house application with the Personnel Department. Any employee on leave or on vacation may authorize his/her job steward to file an in-house application on the employee's behalf.
3. Employment announcements for vacant positions shall be provided to the Association not less than six (6) working days prior to the filing deadline for posting on bulletin boards approved for Association use.

B. **Temporary Transfer:** No employee shall be temporarily assigned to work in a work location other than the bargaining unit employee's normal work site without being provided the reasons for such change. A temporary transfer shall not exceed one hundred twenty (120) calendar days, unless by mutual agreement with CSEA.

C. **Alternative Work:** The District may give alternative work, if it is determined by the District Superintendent that the same is available, to a bargaining unit employee who has become temporarily medically unable to satisfactorily perform regular job class duties. The District shall require proof of medical disability.

D. **Definitions:**

1. Transfer - A move from one position to another having the same job title.
2. Lateral Transfer - A change from one job classification to another job classification receiving the same level of compensation and meeting the requirements of E. 2. below.
3. Promotion - A change to a higher paying job classification.
4. Demotion - A change to a lower paying job classification.
5. Reemployment Lists (from any layoff or reduction in hours).

E. **Vacancy Filling Procedure:** A satisfactory recent scheduled evaluation shall be criteria for the filling of all vacancies. The sequence of filling all vacancies shall be as follows:

1. Transfer. If more than one (1) unit member applies for transfer, the selection criteria in E.2. below shall apply.
2. The filling of vacancies not filled by Transfer (D.1. above) shall be based on experience, qualifications as defined in the job description, the ability to do the job, and seniority. If two (2) or more unit applicants have equal ability, experience, and qualifications to do the job, the applicant with the most bargaining unit seniority shall be offered the position. If there are not two (2) qualified applicants, then the District may post the position to the outside.

F. **Involuntary Transfers:** A transfer may be initiated by the District Superintendent at any time for reasons including, but not limited to, the following:

1. A demonstrated improvement of efficiency of the District.
2. A change in enrollment or workload.
3. An opportunity to provide bargaining unit employees with additional training.
4. A desire to evaluate a bargaining unit employee at a different work site.
5. A significant personality conflict.

G. **Involuntary Transfer Written Explanation:** Any bargaining unit employee subject to a District initiated transfer shall upon written request receive from the District Superintendent or designee a written explanation of the reasons for the transfer within five (5) working days of submission of the request.

H. **Notice of filling a Vacancy**: The CSEA and each applicant shall be provided a notice of the filling of any vacancy within twenty-four (24) hours approval of the selection.

If the position is not filled from any of the categories in Section D above, the position may be filled by the means available as determined by the District.

I. **Demotion**: Employees may be demoted involuntarily to lower rated positions only for unsatisfactory performance. In such cases, appropriate legal disciplinary procedures shall be followed.

J. **CSEA Participation in Interviews:** The CSEA President or unit member designee shall be afforded the opportunity to participate as a voting member of the interview panel(s) for each unit position vacancy.

K. **Summer Assignments:** Work available for summer assignment will be posted by May 15th of each year. Notification of summer assignments shall normally be made by June 1st pursuant to Education Code Section 45102.

The parties agree that the terms and conditions of this Article (Article IX VACANCIES AND TRANSFERS) shall henceforth apply to all classified employment opportunities that pertain to and are contingent upon summer school course offerings, and that any such classified summer school employment opportunities shall henceforth be considered as positions for the summer session under the terms and conditions of Article IX. This process will be applied each summer school session without regard to previous summer school sessions.

The parties agree that a classified summer school position is not a temporary assignment as described in Article IX, Section B.

The parties agree that classified summer school positions shall be based on negotiated classifications and job descriptions.

The District retains the right to determine whether to offer any classified employment opportunities that pertain to and are contingent upon funding and or summer school course offerings. Any action by the District to not offer such employment opportunities, or to decrease or eliminate the hours of service of classified staff whose employment pertains to and is contingent upon summer school funding or course offerings does not constitute a layoff under Article XV.

ARTICLE X
EVALUATION PROCEDURES

A. The bargaining unit employee shall have at least a yearly written evaluation no later than April 15th of each school year. Probationary bargaining unit employees shall have a written evaluation during each six (6) months of the one (1) year probationary period. For employees hired on or after July 1, 2020, the probationary period will be six (6) months. Probationary bargaining unit employees shall have a written evaluation at the midpoint of the probationary period unless the District releases the employee.

B. No evaluation of any bargaining unit employee shall be placed in any personnel file without an opportunity for discussion between the bargaining unit employee and the evaluator. Evaluations, so far as practicable, shall be based upon the direct observation and knowledge of the evaluator. Any unsatisfactory evaluation based upon performance shall include recommendations for improvement and shall advise the bargaining unit employee as to any deficiency in attitude or conduct.

C. The personnel file of each bargaining unit employee shall be maintained at the District Office. No adverse action of any kind shall be taken against a bargaining unit employee based upon materials which are not in the personnel file.

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

E. Every bargaining unit employee or Association representative designated in writing shall have the right to inspect the bargaining unit employee's personnel file upon request, provided that the request is made at a time when the bargaining unit employee is not required to render services to the District.

F. Information of a derogatory nature, unsatisfactory performance and/or unprofessional conduct shall be given to the employee within ten (10) days of the alleged offense and shall not be entered or filed unless and until the bargaining unit employee is given notice and an opportunity to review and comment thereon. Any bargaining unit employee shall have the right to enter and have attached to any such document the bargaining unit employee's own comments thereon. Such review and comment shall take place during normal business hours and the bargaining unit.

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

The following progressive discipline actions shall be followed in all matters not involving gross misconduct:

1. Verbal warning
2. Written warning
3. Short term unpaid suspension (1-5 work days)
4. Long term unpaid suspension (up to 30 work days)
5. Termination

All suspensions and terminations are subject to process an appeal as provided for in the California Education code and/or the Collective Bargaining Agreement. Nothing in this paragraph is intended to waive due process rights.

ARTICLE XI
SAFETY

A. **Safe Working Conditions:** The District shall, within the limitations of its financial capabilities, provide bargaining unit employees with safe working conditions. Should the employment duties of a bargaining unit employee require use of any equipment or gear to ensure the safety of the bargaining unit employee or others, the District shall furnish such equipment or gear.

B. **Reporting Unsafe Practices:** All bargaining unit employees shall, in the performance of their duties, be alert to unsafe practices, equipment and/or conditions, and shall promptly report immediately, verbally and in writing, any such unsafe practice, equipment and/or conditions to their immediate supervisor. Each bargaining unit employee shall report any accident to the immediate supervisor and shall complete such report forms relating to the accident as may be required by the District.

ARTICLE XII
EXCLUSIVE REPRESENTATIVE RIGHTS

A. **Use of Facilities:** The Chapter President of the Exclusive Representative or other person designated in writing in advance by the organization shall make all requests for use of facilities.

B. **Paid Release Time**: After notifying and securing permission from their immediate supervisor, the CSEA Union Steward shall receive up to one (1) hour of non-accumulative paid release time to conduct steward business.

C. **Right of Access:** Officers and agents of the Exclusive Representative shall have access to bargaining unit employees at times that do not interfere with efficient operation or bargaining unit employee performance as determined by the immediate supervisor, subject to approval of the Superintendent.

D. **Relevant & Necessary Information:** Upon request, the District shall within two (2) weeks furnish the Exclusive Representative with one (1) copy of public documents in its possession, which reasonably relate to negotiations and the Exclusive Representative's role in such negotiations.

   1. The Association shall be charged the same fee for copying materials as any other group is charged for copying materials.

E. **Board Agenda:** A copy of the Board agenda and non-confidential materials related to classified employees andthe classified program shall be provided to the Association prior to each regularly scheduled Board meeting by placement of such agenda and materials in a box designated for CSEA use in the District mail room.

F. **Contract:** No later than sixty (60) calendar days after ratification of the said contract, the District shall provide, at its expense, ten (10) hard copies to the Chapter President. In addition, the contract will be made available on the District website and bargaining unit members may request a hard copy via email to the Human Resources Department. Additional copies shall be printed and made available to newly hired bargaining unit employees in this unit during the term of this contract. Bargaining Unit Employees can utilize District computers and upon request will be provided a user passcode in order to access the District website, email, CSEA contract, and any other employee information. Access is to be used before work, during lunch break/rest breaks, and after work.

G. **CSEA Representative:** The Chapter President or Union Steward shall have the authority to file notice and take action on behalf of identified bargaining unit employees with their written consent relative to rights afforded under this contract. The foregoing is not intended to preclude the Association from filing a grievance on behalf of a bargaining unit employee.

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

H. **Release Time:** Up to 160 hours of paid release time shall be provided to CSEA representatives for Association business, including attendance at the annual CSEAconference. Requests for release time shall be directed in advance to the Superintendent/designee for approval.

I. **Conference Release Time**: The Chapter President or designee shall have release time during the school year, but in no event more than a total of five (5) days each school year, for the purpose of attending local, state, or national conferences in which the Association participates, or for conducting other business directly relating to the Association's affairs.

J. **New Employee Orientation:** The District shall provide new employees of the District an information packet provided by CSEA as part of any new employee orientation.
Annual Orientation. The District shall provide the Association a mandatory annual orientation for all classified bargaining unit employees not to exceed one (1) hour if the pre-service calendar for employees permits.

K. **Seniority List:** Upon request, the District shall provide the Chapter President a seniority list of all bargaining unit employees. The seniority list shall include the employee's classification seniority and hire date seniority within the classification.

ARTICLE XIII
PROFESSIONAL DUES/FEES & PAYROLL DEDUCTIONS

A. **Membership Dues:** Any unit member who is a member of the California School Employees Association and its Chapter #79, or who has applied for membership, may sign and deliver to the Association an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. The Association shall provide written notification to the District of authorized membership dues deduction and amounts. The district will rely solely on the Association's written direction concerning dues deductions and cessation of deductions. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

B. With respect to all sums deducted by the District pursuant to paragraph A above, the District agrees to promptly remit such monies to the Association.

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

D. The Association and the District hereby agree as follows:

1. The Association agrees to pay to the District all legal fees and legal costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the dues deduction provisions of this Agreement or the implementation thereof provided that the Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.
2. The Association shall indemnify and hold harmless the District, its officers, agents, and employees from any award or compromise of damages or liability arising out of any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the dues deduction provisions of this Agreement (or their implementation) provided that the Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to shall be compromised, resisted, defended, tried, or appealed.

ARTICLE XIV
GRIEVANCE PROCEDURE

A. **Grievance:** A "grievance" shall mean an allegation by a bargaining unit employee or CSEA that there has been a violation, misinterpretation, or misapplication of an express provision (s) of this Agreement.

B. **Complaint:** A "complaint" shall mean a problem a bargaining unit employee desires to be resolved which is not covered by this Agreement.
   1. Complaints shall be filed with the immediate supervisor of the work site, to be resolved at that level.
   2. An action to challenge application(s) of Board policies, administrative directives, rules, or procedures are not grievances under the provisions of this article and shall be undertaken pursuant to such separate administrative procedures as established by the Board of Trustees.

C. **Grievant:** A "grievant" shall mean a bargaining unit employee or group of bargaining unit employees or the Association (CSEA) who files a grievance.

D. **Day:** A "day" shall mean a day when the District office is open for business.

E. **Immediate Supervisor:** An "immediate supervisor" is the management person having immediate jurisdiction over the grievant.

F. **Representation:** The grievant may elect to be represented by the Exclusive Representative and must inform the District in writing prior to the first meeting.
   1. The grievant, a designated representative, or witnesses who are to testify, if any, participating in the grievance meeting shall suffer no loss in pay if meetings or appointments are mutually scheduled by the District and the Exclusive Representative.
   2. A bargaining unit employee may present grievances to the employer and have such grievances adjusted without the intervention of the Exclusive Representative.
      a. Any adjustment shall not be inconsistent with the terms of this Agreement.
      b. The employer shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance, the proposed resolution, and has been given an opportunity to file a response.
   3. At all levels of the grievance procedure, the grievance shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.

G. Once a grievance has been initiated, all matters of dispute relating to it, which occur during the processing of the grievance, shall become a part of and be resolved in the grievance proceeding.

1. Once a grievance has been resolved or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which could have been included inthe first grievance.

H. **Time Limits:** Time limits may be extended or shortened by mutual agreement of the grievant and the District.

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

I. **No Retaliation:** No reprisal of any kind will be taken by the District against any grievant or participant in the grievance procedure by virtue of such participation.

1. All written materials pertinent to a grievance except decisions resulting from final determination or settlements shall be filed separately from the personnel file of the grievant or anyparticipant.
2. Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District.

J. **Informal Step**

The bargaining unit employee shall discuss the grievance with the immediate supervisor. The immediate supervisor shall attempt to adjust the grievance and shall respond verbally within two (2) workdays ofthe meeting.

K. **Level One**

Within twenty (20) working days of the occurrence of the alleged violation of the Agreement, the grievant shall present the grievance in writing to the immediate supervisor.

1. The written grievance shall be on a form provided by management which shall contain the followingminimum information:
   a. The grievant'sname.
   b. The date offiling.
   c. The date of the alleged violation.
   d. The specific article(s) and section(s) violated.
   e. Brief description of the alleged violation.
   f. The specificrelief requested.

2. Grievances not containing the required information shall be rejected as improperly filed. Such rejection shall not extend the time limits of this Article.
3. The grievant may request a conference with the immediate supervisor. The conference shall be held within ten (10) days of the request.
4. Within twenty (20) days of receipt of the grievance by the supervisor, or within ten (10) days of the conference, if one is requested, the supervisor shall communicate a decision to the grievant in writing.
   a. If the supervisor does not respond within the time limit, the grievant may appeal to the next level.

L. Level Two

In the event the grievant is not satisfied with the decision at Level One, a written appeal to the Assistant Superintendent of Personnel Services shall be filed within five (5) days of the issuance of the Level One decision or the deadline within when such decision was to be made.

1. The appeal must contain all materials utilized in the prior level, including decisions rendered, if any, and a specific and concise statement of the reason for the appeal.
2. The Assistant Superintendent of Personnel Services shall meet with the grievant and a representative, if the grievant so desires, within ten (10) days of the receipt of the appeal.
3. Within twenty (20) workdays of receipt of the appeal or within ten (10) workdays of the meeting between the Assistant Superintendent of Personnel Services and the grievant, a written decision and the reasons for such decision shall be transmitted to the grievant.
   a. If there is no response within the specified time limit, the grievant may proceed to the next level.

M. Level Three

Mediation Step: If the grievant is not satisfied with the results at Level Two, the grievant shall, within five (5) working days, submit a request to have the matter heard by a mediator from the State Mediation and Conciliation Service. The parties shall attempt to mediate a settlement to the grievance. In no instance will the form or matter of the discussions and / or proposals during the mediation process be revealed. Only the terms of a settlement, if any, may be revealed. Only by mutual agreement may this step in the grievance procedure be bypassed.

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

N. **Level Four**

If the grievant is not satisfied with the result at Level Three, the grievant may, within five (5) days, submit the grievance to the Board of Trustees.

1. The Board of Trustees shall conduct a hearing on the grievance and issue its decision in writing.

ARTICLE XV

LAYOFF PROCEDURES

A. **Reason for Layoff:** Layoff in the classified service may occur for lack of work or lack of funds as necessitated by state and federal funding.

B. **Notice of Layoff:** The District shall notify both the Association and the affected employee(s) prior to March 15 of any planned layoff. Any notice of layoffs shall specify the reason for layoffs and identify by name, class, and classification, the employee(s) designated for layoff. When permanent classified employees must be laid off as a result of the expiration of the expiration of a specifically funded program, the employee(s) to be laid off will be given sixty (60) days' notice prior to effective date of their layoff. The written notice for any layoff covered by this article will include the following:

- **Layoff date**
- **Displacement rights**
- **Reemployment rights**

C. **Order of Layoff:** The order of layoff shall be based on seniority within that class and higher classes throughout the District. An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on the date of hire.

D. **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 District needs, greater hire date seniority, the employees' training and experience, and written evaluations by the District.

E. **Bumping Rights**: An employee laid off from his/her present class may bump into the next equal or lower class in which the employee has greater seniority. The employee may continue to bump into such equal or lower classes to avoid layoff provided the employee has worked previously in the equal or lower-class position.

F. **Reemployment Rights:** Laid-off employees are eligible for reemployment in the class from which they were laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other type of reemployment defined under this Agreement. In addition, they shall have the right to apply for promotional positions within the filing period specified under this Article and use their bargaining unit seniority, training, experience, and written evaluations by the District herein for a period of thirty-nine (39) months following layoff. The District shall post all classified positions as per the Collective Bargaining Agreement that will ensure an employee on an unemployment

roster an opportunity to apply and be considered.

G. **Seniority Roster:** Upon written request, the District shall provide California School Employees Association (CSEA) with an updated seniority roster thirty (30) days before the District exercises its managerial right to effectuate the layoff. The seniority roster shall indicate the employee's class seniority and hire date seniority within the class.

H. **Notification of Reemployment Openings:** Any permanent employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by District email and certified mail to the last address given to the District by the employee. Further, all laid-off bargaining unit employees shall receive priority consideration for any vacancy that they are qualified for before consideration is given to any outside applicant.

I. **Employee Notification to District:** An employee shall notify the District in writing of his/her intent to accept or refuse reemployment within five (5) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work on the date indicated. If an employee refuses the employment offer, the offer shall be made to the next person on the reemployment list with the greatest seniority. All employees who are in a laid-off status shall remain on the reemployment list for a period of thirty-nine (39) months. An employee who declines a second offer of reemployment from the District shall be considered unavailable for employment, shall be dropped from the reemployment list, and acquit the District of its notification responsibility.

J. **Unemployment Benefits:** Upon written request, the District agrees to provide the Employment Development Department with any and all information pertaining to any laid-off employee who files for unemployment benefits.

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

L. **Notice of Vacancies:** The District shall determine in all cases if a vacant position within the bargaining unit exists and when a vacant position shall be filled among bargaining unit

members who were laid off and are on the District's current reemployment roster.

M. **Improper Layoff:** Any employee who was improperly laid off shall be reemployed upon discovery of the error and shall be restored for loss of any salary benefits he/she is legally entitled to.

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

O. The parties agree to negotiate the effects of any layoff that may occur during the term of this Agreement.

ARTICLE XVI

DRUG AND ALCOHOL TESTING PROGRAM

A. **Expectation**: Every employee in the District is expected to render service without being impaired by or under the influence of alcohol or drugs of any kind. The safety and health of students, staff and the public require that every reasonable precaution be taken to discourage substance abuse and prohibit impaired individuals from rendering service in the District.

B. **Procedures for Maintaining Drug & Alcohol-Free Environment:** The Superintendent shall implement procedures aimed at establishing and maintaining a drug and alcohol-free environment. These procedures shall include:

1. Pre-employment drug and alcohol screening for all potential employees. Any applicant whose test for drugs or alcohol is positive shall be given reasonable opportunity to challenge or explain the results. In the event test results are confirmed and no further medical justification exists for a drug disqualification, the applicant may reapply for new position vacancies after a period of six (6) months has elapsed.
2. Pre-promotional drug screening shall be required for employees seeking promotion. Any employee whose test for drugs or alcohol is positive shall be disqualified for the promotion and shall be treated as an employee under the provisions of Paragraph C (2), (3), and (4) of this Article.

C. **Testing:** Drug or Alcohol Testing may be required for any employee for cause as directed by the Superintendent or the Superintendent's designee. Any designated individual who issues the requirement for the testing of employees for drugs or alcohol must have received training in the identification of persons 'under the influence'. Testing may be required whenever the Superintendent or designee determines that there are objective indications of behavior, demeanor, or job performance which create reasonable suspicion that the employee has been impaired by drugs or alcohol while in the scope of employment by or representation of the office; whenever an employee in involved in a work-related accident causing injury to self or others or to property of self or others for which drug or alcohol impairment may reasonably have been a contributing factor; or, with prior notice, during any physical examination regularly required by the Superintendent or under state law for the position.

1. An employee who refuses to cooperate fully an in a timely manner (having regard for the efficacy of the testing procedures) with the requirement to undergo drug or alcohol testing shall be considered insubordinate and subject to existing disciplinary procedures.

2. An employee who tests positive for drugs or alcohol shall be given reasonable opportunity to challenge or explain the results. During the period of any challenge, the employee may be relieved of duties with or without pay.
3. An employee requesting assistance prior to an incident subjecting the employee to drug and alcohol testing, or testing positive for drugs or alcohol, will be given reasonable opportunity to participate in a program of counseling and/or treatment. For this purpose, the District will make available for all employees an employee assistance program (EAP) available through the District's health and welfare benefit carrier. The District's financial obligations for the EAP shall be limited to the premium contributions made by the District on behalf of eligible employees.
4. Where an employee who tests positively declines to participate in a counseling and/or treatment program or withdraws from a program once begun without satisfactory completion or release, the Superintendent may consider action under existing disciplinary procedures.

D. **Counseling:** A program of counseling and/or treatment will be approved by the Superintendent as an alternative to immediate disciplinary action provided the following:
1. The employee requests assistance prior to an incident subjecting the employee to drug and alcohol testing, or testing positive for drugs or alcohol.
2. The employee is not subject to suspension under Education Code Section 44940 or any other provision of state law.
3. The counseling and/or treatment shall be at the employee's expense (except were covered by the district's health plan or EAP for employees).
4. The employee continues to work satisfactorily while undergoing counseling or treatment; however, in the case of residential placement, the employee shall be entitled to use sick leave and other leaves where available.
5. The employee continues to participate satisfactorily in the counseling or treatment program.

E. **Drugs:** As used in this Article, drugs include any controlled substance defined by law, any prescription or over-the-counter medicine whose intentional misuse may cause impairment or job performance, if the employee's supervisor has not been informed of that potential.

F. **Drug/Alcohol Test:** As used in this Article, drug and alcohol test includes blood, urine, breath, or other chemical tests performed by physicians or professional testing laboratories. Tests shall in all cases be conducted under strict professional standards, ensuring that there will be strict confidentiality and that only scientifically confirmed positive results are reported to the Superintendent.

G. **Records:** All aspects of the testing procedures shall be conducted in the strictest confidence. The result records shall not be maintained in an employee's regular personnel file. Each tested employee is entitled to a copy of the laboratory report of the test results.

H. **Expense:** Any test required under this Article shall be conducted at the District's expense.

I. **Laboratories:** The laboratories utilized for the drug or alcohol testing shall be outlined in a Sideletter which shall be incorporated as an appendix to this Agreement.

J. **Transportation:** The District agrees to provide transportation to a recognized testing site when appropriate.

1. Any statements concerning the use of drugs or alcohol made by an employee being transported to a testing facility shall not be used by the District as part of any disciplinary action.

K. **Bus Drivers:** The District and CSEA agree that Bus Drivers shall be subject to disciplinary measures for violation(s) of a "Zero Tolerance" policy as related to drug and alcohol testing.

ARTICLE XVII
RECLASSIFICATION

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

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

C. **Procedures:**

1. Bargaining unit members have the ability to submit reclassification applications prior to October 1 to the Association. After the Association reviews reclassification applications for compliance with paragraph A and B above, the Association may submit a request for reclassification to the District Superintendent or their designee with required data no later than October 15th of any year. Half-day of District paid release time will be provided to the Chapter President and one (1) E-Board member to review all reclassification requests for compliance with paragraphs A and B. Reclassifications may be initiated by the District at any other time to address an operational need. The District will meet to negotiate all such requests annually with CSEA. This negotiation process shall take place during the months of November and December. This timeframe may be modified through mutual written agreement between the District and CSEA.
2. When either party seeks to affect a reclassification, he/she shall obtain a "Reclassification Request Packet" from the District Office and shall complete and submit the Packet to the other party with all of the following Packet data:
   a. The class or position to be reclassified;
   b. A copy of the existing job description and salary placement;
   c. The proposed job description and salary placement;
   d. Employees affected by the proposal and the proposed disposition of same;
   e. The basis for the reclassification.
3. The other party shall have forty-five (45) working days from date of receipt of the reclassification proposal to respond. It may:
   a. advise that it approves the proposal;
   b. call for a consultation session before referring the request(s) to the negotiation

provisions of this Article.

4. Nothing in this section shall prevent an employee from exercising the rights set forth in Education Code Section 45110 respecting inconsistent duties which exceed five working days or Article III of the Collective Bargaining Agreement.

D. The parties will make every effort to complete negotiations regarding reclassifications by March 1st of each year.

ARTICLE XVIII
CONCLUSION / REOPENERS

A. This Agreement represents complete Collective Bargaining and full agreement by the parties in respect to wages, hours of employment, and other terms and conditions of employment which shall prevail during the term hereof and any matters or subject not herein covered have been satisfactorily adjusted compromised or waived by the parties for the life of this Agreement.

   1. The Exclusive Representative understands and agrees that, as to all matters not covered by this Agreement, there shall be no duty on the part of the District to meet and to negotiate further during the term of this Agreement.

B. In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall be in full force and effect.

   1. Should a federal or state agency with jurisdiction invalidate any portion of this Agreement, the parties shall, on appropriate notice, meet to negotiate over the affected provision(s).

C. This Agreement shall be in full force and effect from the date of ratification by the parties to June 30, 2028. Not later than March 1st of each year that this Agreement is in effect, the Association shall present a written proposal on the number of reopeners allowed under the provisions of this Article.

D. For the 2026-2027 and 2027-2028 fiscal years the parties will meet and reopen Article III (Salaries), Article IV (Health and Welfare Benefits), and two (2) additional Articles and Appendices each by mutual consent, no later than March 1 of each fiscal year.

RECOMMENDED:

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the employee organization as the contracting parties; that all actions necessary for the District or employee organization to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law, and that this Agreement is hereby entered into without the need for further ratification and acceptance.

DELANO JOINT UNION HIGH SCHOOL DISTRICT

Kenneth Moore
DJUHSD Superintendent

Jesus Gonzalez
DJUHSD Assistant Superintendent

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER NO. 79

Jesus Leyva
President, CSEA Chapter No. 79

Vivian Anfoso
Labor Relations Representative, CSEA

Date: 12/04/2025

Signed by the Board of Trustees

President, Board of Trustees

Date: 12/16/25

Clerk, Board of Trustees

Date: 12/16/25

CLASSIFIED JOB CLASSIFICATIONS – 2025-2026

Appendix A

Range 4:
Instructional Aide I (Approved 06/04/2019)
Instructional Aide/Community Aide/Child Care Aide

Range 5:
Nutrition Specialist I/Driver/ServSafe
Instructional Aide II (12 units)* (Approved 06/04/2019)
Instructional Aide/Community Aide/Child Care Aide (12 units) *
Special Education Instructional Aide

Range 6:
Secretary I
Data Processing Clerk
Instructional Aide III (24 units)* (Approved 06/04/2019)
Instructional Aide/Community Aide/Child Care Aide (24 units) *
Special Education Instructional Aide (12 units) *

Range 7:
Nutrition Specialist II/Driver/ServSafe
Special Education Instructional Aide (24 units) *
Instructional Aide IV (36 units)* (Approved 06/04/2019)
Instructional Aide/Community Aide/Child Care Aide (36 units) *
Special Education Instructional/Specialized Physical Health Care Aide
Switchboard Operator/Receptionist

Range 8:
Campus Security
Cook
Instructional Aide V (48 Units) * (Approved 06/04/2019)
Instructional Aide/Community Aide/Child Care Aide (48 units) *
Secretary II
Special Education Instructional Aide (36 units) *
Special Education Instructional/Specialized Physical Health Care Aide (12 units) *
Special Education Instructional/Specialized Physical Health Care and Behavioral Aide

Range 9:
Cook/Driver
Cook/Serve Safe
Custodian
Grounds worker
Nutrition Specialist III/ Driver/ServSafe
PACT Instructional Aide/Driver
Special Education Instructional Aide (48 units) *
Special Education Instructional/Specialized Physical Health Care Aide (24 units) *
Special Education Instructional/Specialized Physical Health Care and Behavioral Aide (12 units) *

Range 10:
ASB Data Processing Secretary

Attendance Data Processing Clerk (Reclassification (02/13/2024)
Child Development Operations Technician
Cook/Driver/Serve Safe
Data Entry/Secretary II
Migrant Education Health Assistant/Community Aide
Secretary III
Special Education Instructional/Specialized Physical Health Care Aide (36 units) *
Special Education Instructional/Specialized Physical Health Care and Behavioral Aide (24 units) *

Range 11:
Account Clerk I
Athletic Equipment and Facilities Utility Worker
Bus Driver
Child Development Operations Technician/Driver/Serve Safe
Data Entry/Receiving Clerk/Delivery Driver
Nutrition Services Secretary (Approved 5/6/2022)
Receptionist/Substitute Coordinator (10 or 11 months)
Special Education Instructional/Specialized Physical Health Care Aide (48 units) *
Special Education Instructional/Specialized Physical Health Care and Behavioral Aide (36 units) *
Utility Worker I

Range 12:
Attendance Secretary
Counseling Services Secretary
Custodian/Bus Driver (2016/17)
Data Entry/Registrar/Secretary – Continuation School
Data Entry/Secretary II/Discipline Secretary (11/17/2023)
Data Processing Computer Program Operator (02/13/2024)
Dual Enrollment-College & Career Clerk (04/28/2023)
Duplications Operator/Textbook Clerk
Grounds worker/Bus Driver (2016/17)
IT Computer Program Operator (Reclassification 02/13/2024)
Migrant Education Data Entry Operations Secretary
Receptionist/Substitute Coordinator (12 months)
Special Education Instructional/Specialized Physical Health Care and Behavioral Aide (48 units) *
Testing and Assessment Technician

*Effective 7/1/99 [Units above 36 must be taken after 7/1/98]

Range 13:
Athletic Equipment and Facilities Utility Worker II
Data Entry/Receiving Clerk/Delivery Driver/Bus Driver
Maintenance Technician I (Approved 2/28/18)
Migrant Education Operations Program Assistant (Approved 2/12/2021)
Support Clerk/Bus Driver (Approved 5/2/2022)
Data Entry/Receiving Clerk/Delivery Driver/Utility Worker I-III (Reclassification 3/14/2018)
Utility Worker I/Bus Driver
Utility Worker II

Range 14:
Account Clerk II
Campus Discipline and Safety Liaison
Children's Center Instructional Permit Teacher
Data Entry Registrar/Secretary
Facilities and Maintenance Secretary (Approved 5/2/2022)
Library/AV Technician/Textbook Clerk
Mechanic I
Principal's Secretary I
Special Education Program Secretary

Range 15:
Utility Worker II/Bus Driver

Range 16:
Account Clerk III
ASB Finance Clerk (02/08/2024)
Athletic Equipment and Facilities Utility Worker III
Campus Discipline and Safety Liaison (hired prior to 8/1/2016)
Human Resources Technician (Approved 12/11/18)
Information Technology Secretary
Maintenance Technician II (Approved 03/05/18)
Migrant Education Programs Secretary
MOT Secretary (02/08/2024)
Principal's Secretary II
Site Supervisor – Infant Center
Site Supervisor – State Preschool
Student Services Secretary (05/08/2023)
Utility Worker III

Range 17:
Categorical Programs Secretary

Range 18:
Audio Visual Technician (Approved 11/12/2025)
Payroll Technician (Revised 11/12/2025)
Principal's Secretary III
Utility Worker III/Bus Driver

Range 19:

Range 20: Administrative Assistant – Business Services
Computer Support Technician
Maintenance Technician III (Approved 03/05/18)
Mechanic II
MOT Mechanic (Approved 10/11/2024)
School LVN
Telecommunications Technician

Range 21:

Range 22:

NO RANGE: Bus Driver, Trainee (Approved 06/04/19)

CLASSIFIED SALARY SCHEDULE for 2025/2026
Effective July 1, 2025

Range	Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII	Step VIII
1	~~$ 2,453~~	~~$ 2,577~~	~~$ 2,706~~	~~$ 2,841~~	~~$ 2,982~~	~~$ 3,132~~	~~$ 3,287~~	~~$ 3,452~~
2	~~$ 2,533~~	~~$ 2,660~~	~~$ 2,793~~	~~$ 2,934~~	~~$ 3,081~~	~~$ 3,235~~	~~$ 3,395~~	~~$ 3,566~~
3	~~$ 2,618~~	~~$ 2,750~~	~~$ 2,887~~	~~$ 3,031~~	~~$ 3,182~~	~~$ 3,342~~	~~$ 3,507~~	~~$ 3,682~~
4	$ 3,045	$ 3,054	$ 3,205	$ 3,367	$ 3,534	$ 3,710	$ 3,897	$ 4,091
5	$ 3,045	$ 3,155	$ 3,313	$ 3,479	$ 3,653	$ 3,836	$ 4,028	$ 4,229
6	$ 3,104	$ 3,260	$ 3,421	$ 3,595	$ 3,773	$ 3,960	$ 4,163	$ 4,368
7	$ 3,205	$ 3,367	$ 3,534	$ 3,710	$ 3,897	$ 4,091	$ 4,296	$ 4,511
8	$ 3,312	$ 3,478	$ 3,650	$ 3,833	$ 4,025	$ 4,227	$ 4,437	$ 4,659
9	$ 3,421	$ 3,595	$ 3,773	$ 3,960	$ 4,163	$ 4,368	$ 4,588	$ 4,812
10	$ 3,534	$ 3,710	$ 3,897	$ 4,091	$ 4,296	$ 4,511	$ 4,735	$ 4,971
11	$ 3,650	$ 3,833	$ 4,025	$ 4,227	$ 4,437	$ 4,659	$ 4,891	$ 5,134
12	$ 3,772	$ 3,959	$ 4,158	$ 4,366	$ 4,585	$ 4,810	$ 5,054	$ 5,306
13	$ 3,897	$ 4,091	$ 4,296	$ 4,511	$ 4,735	$ 4,971	$ 5,223	$ 5,482
14	$ 4,025	$ 4,227	$ 4,437	$ 4,659	$ 4,891	$ 5,134	$ 5,393	$ 5,663
15	$ 4,158	$ 4,366	$ 4,585	$ 4,810	$ 5,054	$ 5,306	$ 5,570	$ 5,850
16	$ 4,295	$ 4,510	$ 4,734	$ 4,970	$ 5,222	$ 5,481	$ 5,754	$ 6,040
17	$ 4,436	$ 4,658	$ 4,889	$ 5,133	$ 5,390	$ 5,661	$ 5,943	$ 6,240
18	$ 4,584	$ 4,809	$ 5,053	$ 5,304	$ 5,568	$ 5,849	$ 6,142	$ 6,449
19	$ 4,730	$ 4,967	$ 5,216	$ 5,477	$ 5,751	$ 6,037	$ 6,341	$ 6,662
20	$ 4,888	$ 5,132	$ 5,389	$ 5,660	$ 5,942	$ 6,238	$ 6,548	$ 6,875
21	$ 5,052	$ 5,302	$ 5,567	$ 5,848	$ 6,139	$ 6,447	$ 6,766	$ 7,105
22	$ 5,216	$ 5,477	$ 5,751	$ 6,037	$ 6,341	$ 6,662	$ 6,992	$ 7,342

Range	Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII	Step VIII
1	~~$ 14.16~~	~~$ 14.89~~	~~$ 15.60~~	~~$ 16.40~~	~~$ 17.22~~	~~$ 18.09~~	~~$ 18.99~~	~~$ 19.95~~
2	~~$ 14.60~~	~~$ 15.35~~	~~$ 16.12~~	~~$ 16.94~~	~~$ 17.76~~	~~$ 18.64~~	~~$ 19.59~~	~~$ 20.58~~
3	~~$ 15.09~~	~~$ 15.86~~	~~$ 16.66~~	~~$ 17.46~~	~~$ 18.34~~	~~$ 19.27~~	~~$ 20.21~~	~~$ 21.23~~
4	$ 17.57	$ 17.62	$ 18.47	$ 19.42	$ 20.38	$ 21.39	$ 22.46	$ 23.61
5	$ 17.57	$ 18.21	$ 19.10	$ 20.05	$ 21.07	$ 22.13	$ 23.20	$ 24.37
6	$ 17.92	$ 18.76	$ 19.71	$ 20.72	$ 21.72	$ 22.81	$ 23.97	$ 25.17
7	$ 18.47	$ 19.42	$ 20.38	$ 21.39	$ 22.46	$ 23.61	$ 24.76	$ 26.00
8	$ 19.09	$ 20.04	$ 21.06	$ 22.12	$ 23.19	$ 24.36	$ 25.58	$ 26.85
9	$ 19.71	$ 20.72	$ 21.72	$ 22.81	$ 23.97	$ 25.17	$ 26.44	$ 27.76
10	$ 20.38	$ 21.39	$ 22.46	$ 23.61	$ 24.76	$ 26.00	$ 27.29	$ 28.67
11	$ 21.06	$ 22.12	$ 23.19	$ 24.36	$ 25.58	$ 26.85	$ 28.20	$ 29.64
12	$ 21.72	$ 22.81	$ 23.97	$ 25.17	$ 26.44	$ 27.76	$ 29.15	$ 30.59
13	$ 22.46	$ 23.61	$ 24.76	$ 26.00	$ 27.29	$ 28.67	$ 30.10	$ 31.59
14	$ 23.19	$ 24.36	$ 25.58	$ 26.85	$ 28.20	$ 29.64	$ 31.08	$ 32.64
15	$ 23.97	$ 25.17	$ 26.44	$ 27.76	$ 29.15	$ 30.59	$ 32.15	$ 33.77
16	$ 24.76	$ 26.00	$ 27.29	$ 28.67	$ 30.10	$ 31.59	$ 33.18	$ 34.82
17	$ 25.58	$ 26.85	$ 28.20	$ 29.64	$ 31.08	$ 32.64	$ 34.29	$ 35.99
18	$ 26.43	$ 27.75	$ 29.13	$ 30.57	$ 32.14	$ 33.75	$ 35.41	$ 37.19
19	$ 27.29	$ 28.67	$ 30.10	$ 31.59	$ 33.18	$ 34.82	$ 36.57	$ 38.41
20	$ 28.20	$ 29.64	$ 31.08	$ 32.64	$ 34.29	$ 35.99	$ 37.76	$ 39.65
21	$ 29.13	$ 30.57	$ 32.14	$ 33.75	$ 35.41	$ 37.19	$ 39.06	$ 41.05
22	$ 30.10	$ 31.59	$ 33.18	$ 34.82	$ 36.57	$ 38.41	$ 40.36	$ 42.34

The 2025-26 CSEA Salary Schedule is based on 1.25% across the board increase to the 2024-25 Classified Salary Schedule.

There are 12 calendar months between step changes. All step increments occur July 1.
Night Differential is paid at the rate of $516.00 per year ($43.00) per school month) pro-rated over 12 months.
AM + PM Home to School Bus Drivers receive an additional $43.00 per month, $516.00 per year, pro-rated over 12 months.
AM or PM Home to School Bus Drivers receive an additional $30.00 per month, $360.00 per year, pro-rated over 12 months.
Any Bus Driver who drives a Special Education bus route, will receive a daily stipend of $2.00 per AM and $2.00 per PM route.
All other unit employees who possess a valid bus driver certificate receive an additional $12.00 per month, pro-rated over 12 months.
Longevity steps are based on Step VIII: 5.0% @ 10 years; 10.0% @ 15 years; 15.0% @ 20 years; 20.0% @ 25 years and 25.0% @ 30 years
Split shift differential is paid at the rate of 5.5% of base wage for individuals meeting the split shift requirements.
Salary schedule is based on 8-hour day, 5-day week.
Lead Position is paid at the rate of 3.60% of base wage.

AA Degree paid at $620.06 per year
BA Degree paid at $1,237.15 per year

Bilingual Stipends:

Oral Skills Only	$255.00 per year
Written Skills Only	$375.00 per year
Oral and Written Skills	$630.00 per year