AGREEMENT

Between

BOARD OF EDUCATION

of the

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its COVINA-VALLEY CHAPTER 49

July 1, 2025, through June 30, 2028

Board Approved: June 25, 2026

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Board Approved: June 25, 2026

ARTICLE 1

RECOGNITION AND BARGAINING UNIT

1. The Public Employers Relations Board recognizes California School Employees Association, and its Chapter 49, on October 5, 1976, by and between the Board of Education of the Covina Valley Unified School District of Covina, California, hereinafter referred to as the "Board of Education" or "District," and California School Employees Association, and its Covina-Valley Chapter #49 hereinafter referred to as the "Association" or "CSEA."

2. The Board of Education recognizes the Association as the sole and exclusive bargaining agent or the unit consisting of all classified employees, excluding management and confidential employees as designated by the Board of Education and supervisory employees. This also excludes student helpers, student aides, substitutes, apprentices, provisional appointees, limited-term employees, consultants, professional experts, and independent contractors. Appendix A (Job Position and Salary Schedule) attached is to be considered part of the description of the appropriate unit.

3. District and CSEA agree that bargaining unit work is to be performed only by bargaining unit members. Exceptions may be made when emergency situations arise, at which times management and/or confidential employees may intervene in order to work through the emergency situation in a timely manner.

4. The Board of Education agrees that if subsequent to this Agreement, it creates any new classification(s) or reclassifies any existing classification(s), it shall notify the Association of its proposed action, describing the class(es) created or reclassified, number of positions, and indicate whether the new or reclassified class(es) is (are) a part of the bargaining unit or excluded therefrom. The Association may, within fifteen (15) calendar days of such notification, contest any assignment made by the Board of Education to include or exclude such class(es) and position(s) into or from the bargaining unit. If the Association contests the assignment, the parties shall meet toward the goal of achieving agreement, but the Board of Education retains the right to withdraw the class(es) or position(s) if agreement cannot be reached.

5. If the parties fail to reach an agreement on the issue of the inclusion in, or the exclusion from, the bargaining unit of a newly created class(es) or a reclassified class(es), the matter shall be submitted to the Public Employment Relations Board for resolution.

6. The Board of Education agrees that if subsequent to this Agreement, it proposes to abolish any classification(s), it shall notify the Association of its proposed action, describing the class(es) and the number of positions. CSEA may bargain the impacts and effects of such action(s).

ARTICLE 2

ASSOCIATION RIGHTS

1. The Association agrees that its employees and officials, including, but not limited to, job and field representatives shall have the ability to communicate with members of the bargaining unit about Association business or activities during regular working hours as long as it does not interfere with members' work hours other than duty-free time (scheduled breaks and/or lunch). Such communication shall be limited to times other than the respective unit members' working hours. The District shall grant the Association access to areas in which employees work outside of normal working hours. Prior to contacting the school site supervisor or their designee to arrange an agreed upon time for a visit, CSEA will notify the Personnel Department.

2. Any communication posted on a staff bulletin board, sent through the Board of Education system of distribution, or placed in employee mailboxes, shall include the name of the Association, the date of posting or distributing the notices, and the signature of the responsible officer. A copy shall be forwarded to the Superintendent at the same time.

3. A written list of Association officials and representatives, including names shall be furnished to the Assistant Superintendent of Personnel or designee at least annually, and the Association shall promptly notify the Assistant Superintendent of Personnel or designee of any interim changes of such officials and representatives.

4. The District shall allow necessary time off from work without loss of salary or other compensation for members of the Association's negotiating committee, up to six (6) members, when they are functioning as negotiators for the Association in scheduled meetings with the District. Any additional members must be mutually agreed upon by the Association and the District. The Association's negotiating committee shall receive their entire workday in paid status for preparation as part of a full-day negotiations session including preparation.

5. A maximum of seven (7) chapter delegates shall be granted up to a total of thirty-five (35) release days to attend the annual CSEA conference. Delegates shall be the President and six (6) members of the Association or designees of the President. The delegates shall use accrued vacation, compensatory time off, or personal leave without pay beyond thirty-five (35) days with full pay to attend the said conference. Only delegates in paid status at the time of conference attendance shall be eligible for paid release time, which includes employees assigned to District summer employment at a rate that reflects the current work assignment from which the members are released to attend the conference. The president shall notify the District fourteen (14) days in advance of the names of the employees elected to attend the conference.

6. The District preceding its Board of Education meetings (regular and special) shall provide the Association with a copy of its proposed actions on classified personnel on the same day the agenda is posted to the public. Proposed actions on classified personnel will include the following: name, classification, work location, and effective date of each:

    6.1. New employee

    6.2. Promoted employee

    6.3. Reclassified employees

    6.4. Laid-off employees, and

    6.5. Terminated employee.

7. The Board of Education authorizes the Association to use no more than 1/3 of the total area of each facility's designated official bulletin board(s). Such bulletin board area will be identified by the immediate supervisor of the facility and labeled "CSEA."

8. The Board of Education authorizes the Association to use the Board of Education's buildings and facilities at times other than normal working hours and hours of student instruction as long as the Association submits the appropriate Civic Center Act form to the Community Services Offices of the Board of Education and as long as the use of such buildings and facilities does not interfere with the instructional or activities programs or other Board of Education operations or other previously scheduled activities.

9. The Association may continue lawful use of the District's internal mail system, including classified employee mailboxes and emails, for the distribution of official Association material under the following limitations and conditions:

    9.1. The materials distributed shall be solely for the purpose of Association business,

    9.2. The Superintendent or designee is provided a complete copy of the materials at the time they are deposited in the mail system,

    9.3. Specific letters, notes, and other communications to individuals or materials solely for the purpose of Association business shall not be distributed unless appropriate postage is affixed,

    9.4. CSEA reserves the right to access members for the "sole purpose of Association business," which shall be defined as including, but not limited to, (1) internal organizational business or (2) political or ideological activities as defined by applicable labor law.

9.5. The Superintendent specifically reserves the right to prohibit the distribution of mail which does not comply with these provisions or with the lawful use of the internal mail system; for purposes of this section, "solely for the purpose of Association business" shall be defined as including, but not limited to, (1) internal organization business or (2) political or ideological activities as defined by applicable labor law. CSEA will provide a copy of the notification to the Superintendent and Personnel Department at least 24 hours in advance.

9.6. Mailouts may not exceed one per week except with the prior approval of the Superintendent or designee,

9.7. The use of District material and postage is prohibited.

10. A mailbox designated for use of the organization representative shall be provided at each worksite where District mail deliveries are made, and it shall be the responsibility of the representative to distribute organization mail to its members. The deliveries must be made in such a manner as not to interfere with the work activity of any employee.

11. Deductions and/or voluntary deductions from salary warrants for unit members may be authorized by the Board of Education for the following purposes:

11.1. Payment of premiums on group life, accident, health, or disability insurance,

11.2. Payment of shares or obligations to regularly chartered credit unions,

11.3. Payment of contributions to any charitable organization for which employees may be solicited during working hours,

11.4. Payment of contributions to the Board of Education approved tax-sheltered annuity plan,

11.5. Such other deductions as the Board of Education may from time to time authorize.

12. The Association shall indemnify and hold the District harmless against all suits, claims, or demands arising out of the administration and implementation of this Article.

13. The Association shall have the right to receive, by January 1st of each year, a complete list of unit members by current classification, primary job site, and date of hire. CSEA shall also receive an updated seniority list of unit members if layoffs are contemplated by the District in any classification. A current seniority list of those unit members involved shall be provided at least sixty (60) calendar days or as otherwise provided for by law, prior to the effective date of layoffs.

14. The "Agreement" shall refer to all Successors and Reopeners within thirty (30) days after ratification by the Board of Education, the District shall transmit a full and complete copy of this agreement, incorporating any and all agreed- upon changes, to the Association for final review and approval. Annually the District shall thereafter post online via the District website a copy of the agreement with any and all changes within ten (10) business days of the receipt of written notice of the Association's confirmation that the final printed document conforms to all agreements. If requested by the Association, a printed/hard copy of the Agreement shall also be provided to every site/department. Any employee who becomes a member of the bargaining unit after the execution of the Agreement shall be provided with a copy of the Agreement with amendments, if any, without charge. New members of the bargaining unit shall be provided with a copy of the Agreement with amendments, if any, at the time of employment.

15. The District will coordinate a meeting involving CSEA, and district representatives to discuss work year calendars. Calendars and designated employee holidays shall be negotiated annually in order for all parties to agree, such that three work years are settled no later than January 31st. No employee holiday may be scheduled on a day when TK-12 students are in session.

    15.1. At the same annual meeting when the work calendars and employee holidays are discussed, a CSEA work schedule and calendar will be created and added as appendix D.

16. No discrimination is permitted on account of CSEA activity. Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of their right to engage or not to engage in lawful CSEA activity.

17. Covina-Valley Unified School District shall treat its classified employees in a professional manner at all times. The District's management shall make every effort to provide a safe environment. All disciplinary actions shall be conducted confidentially.

18. It is understood that we are all professionals, and there shall be a level of mutual respect amongst all of the employees of the Covina-Valley Unified School District.

19. The president of the Association shall be provided two half-days (8 hours weekly) or one full day (8 hours per week) weekly for the purpose of accomplishing Association business. Such time will include, but not be limited to, consulting about issues, conferring with employees, and promoting membership. The District shall provide a substitute to cover the release time, if available. The Association shall inform the District quarterly (by the 1st of July, October, January, and April of each month) which two half-days or one full day the President will utilize on a weekly basis during the following year.

20. The District will only contract out work normally performed by bargaining unit members that comply with the Education Code. Examples of some exceptions are when an emergency situation exists, timely action is necessary, safety concerns exist, and/or the District does not possess the capacity to perform the work due to lack of equipment or manpower. The District will communicate with the Association 5 (five) business days prior to the work being scheduled. An emergency is defined as an unforeseen circumstance or combination of circumstances or the resulting state that calls for immediate action.

ARTICLE 3

ORGANIZATIONAL MEMBERSHIP

In accordance with the June 27, 2018, Supreme Court ruling, the Association, and District agree to implement the provisions of AB 119.

1. Definitions

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

    1.2. Employee orientation: The onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters.

2. Employee Information

    2.1. Provide CSEA with CSEA Members' contact information. Three times per year (September 30, January 31, and May 31), the District will provide CSEA with all of the information listed below. Every thirty (30) days, the District will provide CSEA with the information listed below for all employees hired within the preceding 30 days.

    The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:

    2.1.1. First name

    2.1.2. Middle initial

    2.1.3. Last name

    2.1.4. Suffix (e.g., Jr, III)

    2.1.5. Job Title

    2.1.6. Department

2.1.7. Primary worksite name

2.1.8. Work telephone number

2.1.9. Work extension

2.1.10. Home Street Address (Inc. apartment number)

2.1.11. City

2.1.12. State

2.1.13. Zip Code (5 or 9 digits)

2.1.14. Home telephone number (10 digits)

2.1.15. Personal cellular phone number (10 digits)

2.1.16. Hire date

3. New Employee Orientation

3.1. The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive no less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that were not reasonably foreseeable. Orientation sessions may include individual (one-on-one) new hire meetings with a Personnel Services representative, a site administrator, and/or group orientation sessions.

3.2. Each school year, there will be two group orientations for new employees. One will be held no later than September 30th and the second no later than February 28th. In the event the District conducts a group orientation, CSEA shall have a minimum of one (1) hour, including travel time, of paid release time for two (2) CSEA representatives to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

3.3. In the event the District conducts one-on-one orientations with new employees, CSEA shall have a minimum of thirty (30) minutes of paid release time, including travel time, for one (1) CSEA representative to conduct the orientation session.

Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

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

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

3.6. The District shall include the CSEA membership application in the new employee orientation packet.

ARTICLE 4

TERMS OF EMPLOYMENT

1. Upon initial employment and upon each change in classification thereafter, each employee in the bargaining unit shall be furnished two copies of his or her class specifications, salary data, assignment, or work location, together with duty hours and the prescribed workweek. The salary data shall include annual, monthly, or pay period, daily, hourly, overtime, and differential rate of compensation, whichever are applicable. One copy shall be retained by the employee, and the other copy shall be signed and dated by the employee and returned to his or her supervisor.

2. Any unit member who is working as a substitute in a higher classification position (out of class), with approval from a supervisor, for a period that exceeds five (5) working days within a fifteen (15) calendar day period, shall receive at least a 2.5% salary step increase for the present rate of pay or Step A of the salary range for the period of time served in that higher classification.

3. Any unit member who accepts an extra duty assignment as a temporary or substitute during a period in which he/she is not scheduled to work in their regular position shall, while occupying such temporary or substitute position, be compensated as follows:

    3.1. If employed in a temporary or substitute position in the same class as the regular position or in a related class that is equal to or lower than the regular position, the employee shall be placed at the same salary step held in the regular position.

    3.2. If employed in a temporary or substitute position in a related class with a higher salary range than the regular position, the employee shall receive at least a 2.5% salary step increase for the present rate of pay or Step A of the salary range for the period of time served in that higher classification.

4. For the purposes of eligibility for a District contribution towards health and welfare benefits, any unit member working two (or more) regular part time positions shall be eligible for benefits pursuant to the terms of Article 11 if their combined regularly scheduled weekly work hours total least 20, even if less than 8 hours per day.

5. <u>Workweek</u>

    5.1. Full-time employment is based on a 40-hour workweek consisting of five 8-hour workdays per workweek. Whenever practicable, days scheduled to work shall be consecutive.

    5.2. Daily hours of work (or shifts) for employees shall be established by the Superintendent or designee to meet the operational requirements of the District.

5.3. Employees occupying part-time positions shall be granted holiday pay, vacation leave, sick leave, bereavement leave, personal necessity leave, industrial accident leave, and other leave benefits prorated on their scheduled workday and workweek as it compares to the regular 8- hour day and 40-hour week standard.

5.4. Definition: A "day," as that term is used throughout this Agreement in reference to holidays and other leaves, and their accrual, including but not limited to sick leave and vacation, is defined as a maximum of 8 hours.

6. Overtime and Compensatory Time Off

6.1. Overtime service will be paid at the rate of one and one-half times the regular pay of the position in which the overtime was worked. The overtime rate will be paid only when authorized/permitted in writing by the site administrator or designee before the overtime is worked.

6.1.1. Overtime and additional hours will be distributed to employees as equitably as possible at the discretion of the supervisor and with approval from the Assistant Superintendent or designee from personnel services. Such assignments will not be made on an arbitrary basis.

6.1.2. Overtime and additional hours will be distributed equitably, and unit members will be given preference to such hours and time over substitutes.

6.2. Overtime shall be calculated based on the assigned workweek in the following manner:

6.2.1. For employees on a 5-day, 40-hour workweek, and overtime commences after 8 hours of work on a workday.

6.2.2. For employees on a 4-day, 40-hour workweek, and overtime commences after 10 hours of work on a workday.

6.2.3. For employees on a 9-hour workday in a two-week work schedule, overtime commences after 9 hours of work on a 9-hour workday and after 8 hours of work on an 8-hour workday.

6.2.4. Overtime commences when an employee is required to report to work on additional days of the week in addition to the workweeks described in this section.

6.3. Overtime shall be computed on the basis of each quarter-hour worked. Overtime work for less than eight (8) minutes shall not be reported or paid.

6.4. An employee required to work on a holiday will be paid time and one-half for hours actually worked in addition to regular pay for the holiday.

6.5. An employee having a workweek of five (5) consecutive working days and an average workday of four (4) hours or more shall be compensated at the overtime rate for any work required to be performed on the sixth or seventh day following the commencement of his/her work week.

6.6. An employee having an average workday of less than four (4) hours during a workweek shall be compensated at the overtime rate for any work performed on the seventh day following the commencement of his/her work week.

6.7. If a workday of less than eight (8) hours but more than seven (7) hours and a workweek of less than forty (40) but more than thirty-five (35) hours is established for all positions in any classification, all time worked in excess of seven (7) hours a day and for any work performed on the sixth or seventh day of the employee's designated workweek will be paid at the overtime rate providing that he/she has been credited with thirty-five (35) hours of pay during that week.

6.8. Compensatory time off in lieu of overtime pay may be authorized if mutually agreed upon by the unit member and his/her immediate supervisor. Compensatory time shall be granted at the rate of one and one-half (1-½) times the actual overtime worked and shall be taken within twelve (12) months beginning June 1 through May 31 or an overtime pay warrant shall be initiated. The taking of compensatory time shall not impair the service rendered by the District. The unit member can only maintain a maximum of thirty (30) hours, calculated at the rate of one and one-half (1-½) times the actual overtime worked of compensatory time. If the unit member does not use the accrued compensatory time by May 31 an overtime pay warrant shall be issued.

6.9. An employee called back to work following completion of his/her regular schedule or called to work outside his/her regular schedule shall be compensated at the regular rate of pay for the actual time worked, but in no case shall it be for less than two hours.

6.10. Any employee shall have the right to reject any offer or request for overtime following completion of his/her regular schedule or work outside his/her regular schedule except in an emergency situation as determined by the immediate supervisor.

7. Breaks

7.1. A duty-free lunch period shall be scheduled for each employee having an unbroken work schedule of five (5) or more hours. The lunch period shall be for not less than thirty (30) minutes, and for a full-time employee shall be scheduled at or near the midpoint of his/her schedule.

Any eight (8) hour employee is eligible for a lunch period of no longer than one (1) hour nor less than thirty (30) minutes. A unit member who is eligible to increase their lunch period must adjust their start and/or end time to complete their work shift and must have approval from their site supervisor or designee. Requests shall not be arbitrarily denied by the site supervisor or designee. Schedule changes may fluctuate due to the needs of the department/site, unforeseen circumstances, or emergency situations. Reasonable notification will be provided to the employee whenever practicable.

7.2. Classified employees shall be allowed a 15-minute rest period during any four-hour working period which is not otherwise interrupted by a lunch period or similar break. Rest periods cannot be accumulated, nor can they be taken at the end or beginning of a four-hour working period.

7.3. Classified employees on a scheduled 9 or 10-hour workday shall be allowed a 20-minute rest period during any five-hour working period which shall not otherwise be interrupted by a lunch period or similar break. Rest periods cannot be accumulated, nor can they be taken at the end or beginning of a working period.

7.4. Classified employees working less than four (4) hours, but more than two (2) hours shall be allowed a reasonable time for a physical relief break.

8. Work Months/Days (Exclusive of Holidays)

8.1.	School Year Employees	184 days
8.2.	10 Month Employees	203 days
8.3.	10 ½ Month Employees	214 days
8.4.	11 Month Employees	224 days
8.5.	11 ½ Month Employees	234 days
8.6.	12 Month Employees*	July 1st – June 30th

* In the event of a leap year, all employees employed as of February 29 shall receive one (1) floating holiday to be used during the fiscal year in which February 29 occurs. Employees shall submit requests for the floating holiday with reasonable advance notice. Such requests shall not be unreasonable denied, provided that operation needs are considered. Unused floating holidays shall not carry over to the following fiscal year.

9. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification as provided for in Article 10, Salaries, incorporated as part of the Agreement.

ARTICLE 5

LEAVES

1. Sick Leave

1.1. Sick leave with full pay shall be granted under the conditions set forth below to employees who are absent on workdays because of illness or injury. Sick leave may be taken in one-quarter (¼) hour units.

1.2. For each month or major fraction of a month a full-time employee works, the employee shall accrue one day of sick leave. Each employee who works a full year of service shall accrue one additional day of sick leave. For any fiscal year in which an employee serves less than a full work year, the employee shall be entitled to that proportion of one day of sick leave as the number of months served bears to the number of months in the employee's full work year, except that such proportion shall be rounded-off in one-quarter (¼)hour units.

1.3. Sick leave is credited to the employee's account in advance of accrual. At the beginning of each fiscal year, the employee will be credited with the amount of sick leave accrual for that fiscal year.

1.4. Accrued sick leave, which is unused, shall be accumulated from year to year without limit.

1.5. The amount of sick leave an employee may use at any one time is the total amount credited to the employee's account at that time, whether or not it has actually been accrued.

1.6. An employee who is terminating employment will reimburse the District for use of sick leave in excess of accrual. Deductions will be made from their final pay warrant or by request for reimbursement payable to the District.

1.7. The District reserves the right to require an employee to furnish appropriate medical documentation of illness or injury after three (3) consecutive days of an illness or injury absence. When a pattern of sick leave abuse can be shown by the District, the District may ask for proof of illness or injury regardless of the duration of the illness or injury absence. Prior to the initial request for such proof, the District shall issue a letter to any employee suspected of sick leave abuse that a request for proof of illness or injury will be requested in the future. A signed Report of Absence form shall be provided by the employee for each use of sick leave.

1.8. An employee who is entitled to temporary disability indemnity under the Worker's Compensation law may elect to take accumulated sick leave or accumulated vacation after accumulated sick leave becomes exhausted, which when added to disability indemnity will result in a payment of full salary or wage less appropriate deductions. When a District employee is entitled to pay under the Worker's Compensation law and is at the same time entitled to regular sick leave pay under this Article, in no case shall the total pay equal more than the normal salary of the employee.

The District shall have the right to adjust its sick leave pay so as to pay the difference between the amount paid under the Worker's Compensation law and the normal salary of the employee. The accrued balance of sick leave shall be reduced in proportion to the amount used under this provision. The employee shall be notified of the adjustment.

1.9. An employee who has taken sick leave may be required by the District, upon return and before assuming job responsibilities, to submit to the Personnel Services Department a written release from the doctor or hospital where the treatment occurred. The District may require a physical or psychiatric examination of the employee before returning to work; such examination shall be conducted by a District-designated physician or psychiatrist at the District's cost.

1.10. Employees hired in summer school assignments shall earn sick leave on a pro-rated basis. Summer school employees may utilize during the summer school session for any sick leave accumulated during the regular school year.

1.11. Employees have the right to request information regarding the status of their sick leave accounts and receive the information requested within five (5) working days. The balances provided will be as of the last working day of the prior month.

1.12. An employee who is absent from his/her duties on account of illness or injury 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 employee, shall be paid the amount, if any, indicated by whichever of the following is applicable:

1.12.1. If a substitute is employed to fill the employee's position, the employee shall be paid whichever of the following is greater:

1.12.1.1. Permanent employees cannot be defined as a substitute and short-term employees and shall not be part of the classified service.

1.12.1.2. The difference between the regular salary and Step A of the applicable salary range.

1.12.1.3. The difference between the regular salary and the salary paid to the substitute.

1.12.2. If no substitute is employed to fill the employee's position, the employee shall be paid the regular salary.

1.13. The five-month period referred to above commences when the employee is first absent from duty on account of the illness or accident, and runs consecutively with other paid leaves, including regular sick leave and vacation, except that, if the absence is due to an industrial accident, the five-month period commences on the first day after the industrial accident leave has been exhausted.

1.14. When all paid or unpaid leaves of absence have been exhausted, an employee shall be separated and be placed on a reemployment list for the class for which leave was granted for a period not to exceed thirty-nine (39) months. In lieu of separation, the employee may elect to request a leave of absence without pay pursuant to Section 5 of this Article or to apply for retirement, if eligible.

1.15. Catastrophic Leave - Donation of Vacation/Sick Leave:

1.15.1. On a case-by-case basis and with mutual agreement between the Association and the District, any bargaining unit member may donate a minimum of two (2) hours and a maximum of five (5) days 40 hours, provided they have an equivalent of eighty (80) hours of earned sick and/or vacation leave accumulated, to another bargaining unit member who has suffered a catastrophic long-term, non-industrial related illness or injury as defined by Ed Code and who has exhausted all fully paid leaves. The employee suffering from such illness or injury or who has an immediate family member suffering from such must request, in writing, donations of sick leave or vacation from bargaining unit members only, through the Personnel Office. Requests shall be made prior to the exhaustion of all fully paid leave. Donation of sick leave or vacation will not be retroactive.

1.15.2. The Personnel Office will send out the notification of the request for donations of sick leave or vacation. The request will be sent for posting on all CSEA bulletin boards, and the CSEA President notified of the request. All donations of sick leave or vacation will be voluntary, with no personal solicitation of donors allowed. The names of any bargaining unit members donating sick leave or vacation under this provision will not be made public.

1.15.3. Only bargaining unit members who have a minimum of eight hours (80) of accumulated sick leave or vacation remaining after donating five (5) days (40 hours) of leave under this provision will be permitted to participate in this program. Employees eligible to donate

leave will do so on a District approved form and must submit that form to the Personnel Office.

1.15.4. The maximum number of sick leave or vacation that may be donated to any one person requesting donations under this provision will be equivalent to sixty-five (65) days.

1.15.5. Receiving Catastrophic Leave

Donated sick leave or vacation will be utilized for the specified employee in the following manner:

1.15.5.1. Donated sick leave or vacation will be assigned a usage number. The first donated sick leave or vacation received by the Personnel Office will be the first sick leave or vacation used by the beneficiary. As sick leave or vacation is used by the unit member requesting it, the leave time will be charged against the unit member donating the leave or vacation.

1.15.5.2. If the employee returns to work prior to using all donated days, unused sick leave or vacation will be returned to the bargaining unit member donating the sick leave.

1.15.6. Up to an additional twenty (20) days 160 hours may be requested by the affected member or his/her immediate family, on a form provided by the Personnel Office. In this case, Section 1.15.1 procedures will be put into effect.

1.15.7. When all paid or unpaid leaves of absence have been exhausted, an employee shall be separated and placed on a reemployment list for the class for which leave was granted for a period not to exceed thirty-nine (39) months. In lieu of separation, the employee may elect to request a leave of absence without pay pursuant to Section 5 of this Article or to apply for retirement, if eligible. The District shall notify the employee of his/her placement thereon.

2. Pregnancy Leave

Upon the written request of the employee, pregnancy leave of absence shall be granted to an employee who is required to be absent from her duties because of disability caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, subject to the provisions hereinafter set forth:

2.1. Pregnancy leave of absence shall be chargeable to the sick leave account of the employee.

2.2. As soon as the pregnancy is confirmed, the employee shall provide the Personnel Office a statement from her physician on a District form stating the estimated date of delivery, stating that the employee is physically capable of continuing to perform her duties, and stating up to what date, in the opinion of the physician, the employee is physically capable of performing her duties. During the course of her pregnancy, the employee may be required periodically to provide additional statements from her physician verifying this information.

2.3. Ordinarily, an employee is expected to continue to perform her duties until her physician certifies that she is physically incapable of performing her duties. If the employee wishes to cease performing her duties at an earlier date, she may request a personal leave without pay pursuant to Section 5 of this Article to be effective immediately prior to the pregnancy leave.

2.4. The employee requesting a pregnancy leave shall specify in writing the date on which she wishes to commence the leave and the date on which she wishes to return to employment following termination of pregnancy. Such requests shall be consistent with the provisions of this Article.

2.5. The District shall have the right to require the employee who desires to return to employment on a specified date to provide a statement from her physician on a District form stating that she is physically capable of resuming the performance of her duties on said specified date.

2.6. Ordinarily, an employee is expected to resume her duties as soon after the termination of pregnancy as her physician certifies that she is physically capable of resuming the performance of her duties. If the employee does not wish to resume her duties until a later date, she may request a personal leave without pay pursuant to Section 5 of this Article to be effective immediately following the pregnancy leave.

2.7. When pregnancy leave has been granted, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the District.

3. <u>Industrial Accident Leave</u>

Definition: "Industrial accident," as used in this Article, is defined as any illness or injury arising directly out of the employment of the employee, which forces the employee to absent himself/herself from work upon the advice of a physician. The determination of whether an illness or injury results from an industrial accident shall be made by the District after a review of reports made by the appropriate medical care providers, the employee, and the supervisor.

3.1. Industrial accident leave shall be granted only to employees with six (6) months or more of continuous service in the District.

3.2. Industrial accident leave with full pay shall be allowed for up to sixty (60) working days for illness or injury caused by any given industrial accident. When such a leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same industrial accident.

3.3. During an industrial accident leave, the employee shall endorse to the District all temporary disability indemnity checks received under the provisions of the Worker's Compensation law.

3.4. An employee receiving benefits as a result of this Article shall, during periods of illness or injury, remain within the State of California unless the Board of Education authorizes travel outside the State.

3.5. The District reserves the right to require an employee to furnish proof from a physician of cause and necessity of absence during an industrial accident leave.

3.6. When entitlement for industrial accident leave has been exhausted, the employee may elect to use any sick leave, holidays, vacation, or other paid leave to which the employee is entitled, provided that payment for any such paid leave when added to any temporary disability indemnity shall result in a payment to the employee of not more than full salary less appropriate deductions.

3.7. When all available paid leaves have been exhausted, and the employee is not able to resume the duties of his/her position following an industrial accident or industrial illness, the employee may elect to request a leave of absence without pay pursuant to Section 5 of this Article for the remainder of the fiscal year in which the leave occurs. An employee who has exhausted all leaves, paid or unpaid, and who is still unable to resume his/her duties shall be separated and placed on a reemployment eligibility list for a period of thirty-nine (39) months. The District shall notify the employee of his/her placement thereon.

3.8. When the employee is medically able to resume the duties of his/her position, the employee shall notify the District and present appropriate proof of his/her fitness to return to normal work duties. After receipt of such notification and verification of fitness, the District shall recall the employee to the first vacant position in the employee's class or in any lower class in which they are qualified if such vacancy occurs within the prescribed thirty-nine (39) month period.

4. Bereavement Leave

4.1. Leave with full pay shall be allowed not exceeding three (3) days, or five (5) days if out of state travel or one-way travel exceeding two-hundred and fifty (250) miles is required, for each period of bereavement. An additional two days may be provided for an employee who provides documentation that they are an immediate caregiver and/or proof of legal guardianship of the deceased. Bereavement leave shall be used before personal necessity leave is used for purposes of bereavement.

For those unit members who are not eligible for 5 days of bereavement leave, they may request an additional two (2) days of leave for purposes of bereavement which shall be deducted at the member's direction from their accrued and available regular sick leave, vacation, or compensatory time balance. If no paid leave is available, the additional two (2) days of bereavement leave shall be unpaid. Such additional leave does not need to be consecutive days, however days must be requested and used within three (3) months of the death giving rise to the request.

A report of absence signed by the employee shall be required by the District. The District reserves the right to require an employee to furnish appropriate proof of death and the relationship of the deceased to the employee or spouse when called upon to do so.

4.2. "Immediate family," as used in this Section, is defined as the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother in-law, sister, sister-in-law, aunt, uncle, niece, nephew, stepmother, stepmother-in-law, stepfather, stepfather-in-law, stepson, stepdaughter, legal foster child, registered domestic partner, or any relative living in the immediate household of the employee.

5. Personal Leave without Pay

All leaves must be submitted in writing and approved in advance through the office of Personnel Services.

5.1. An employee may be granted up to 22 days of personal leave without pay for any reason at the discretion of The Assistant Superintendent of Personnel Services or their designee.

5.2. An employee requesting more than 22 days of personal leave without pay for any reason must submit the request to the Assistant Superintendent of Personnel Services or their designee and receive approval from the Board of Education.

6. Personal Necessity Leave

6.1. An employee shall be placed on personal necessity leave within the limits and

conditions set forth below because of any of the following emergencies:

6.1.1. The death of a member of the employee's immediate family when the number of days of absence exceeds the limit provided in Section 4 of this Article.

6.1.2. An accident involving the employee's person, not otherwise chargeable to sick leave or industrial accident leave. Such accidents must (a) be serious in nature, (b) involve circumstances the employee cannot reasonably be expected to disregard, and (c) require the attention of the employee during assigned hours of service.

6.1.3. An accident involving the employee's property or the person or property of a member of the employee's immediate family. Such accident must (a) be serious in nature, (b) involve circumstances the employee cannot reasonably be expected to disregard, and (c) require the attention of the employee during assigned hours of service.

6.1.4. The illness or injury of a member of the employee's immediate family when the illness or injury constitutes:

6.1.4.1. A serious illness which is any illness or injury involving major surgery or imminent death or which requires hospitalization; or

6.1.4.2. A situation arising from the sudden illness or injury of a member of the employee's immediate family, where the time element is such that the employee must leave from work to determine if the illness or injury constitutes a serious illness as defined in Section 6.1.4.1 of this Article. No more than the actual and necessary amount of leave time required to make this determination shall be allowed for each situation, and in no case shall it exceed one day.

6.1.5. The birth of an employee's child for a period not to exceed three days when the child is born outside a hospital, and the spouse and child are not hospitalized. If the spouse or the child is subsequently hospitalized due to complications or illness, the absence shall be treated the same as any other hospitalization of an immediate family member. Any combination of absences under this Article shall be limited to seven (7) days as provided for in Section 6.1.9 of this Article.

6.1.6. Unforeseen emergency needs on the part of the employee to attend to the care of: a spouse, his or her minor child; or mother, father, mother-in-law, or father-in-law, who is unable to care for himself/herself and is totally dependent upon the employee for care. No more than the actual and necessary amount of leave time shall be allowed for each emergency, and in no case shall it exceed one day.

6.1.7. The appearance of the employee in court as a litigant.

6.1.8. An appearance of the employee as a witness under an official governmental order for which salary is not allowed under Section 10 of this Article, provided that:

6.1.8.1. Each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified by the clerk or other authorized officer of a court or other governmental jurisdiction; and

6.1.8.2. In any case, in which a witness fee is payable, such fee shall be collected by the employee and remitted to the District Accounting Office.

6.1.9. Personal necessity leave is subject to the following limits and conditions:

6.1.9.1. The total number of days allowed in one fiscal year for such leave, or leaves shall not exceed seven (7) days, two (2) of which include personal necessity days to be granted for any legitimate reason or emergency not covered in Section 6.1 and not subject to explanation. Any personal necessity leave attached to a holiday, vacation day, or other scheduled day off is subject to prior approval of at least one workday by the immediate supervisor.

6.1.9.2. The days allowed shall be deducted from and may not exceed the number of full-pay days of sick leave to which the employee is entitled under Section 1 of this Article.

6.1.9.3. The leave may be taken in one-quarter (¼) hour units.

6.1.9.4. The employee must return to work in cases where it is not necessary to be absent the entire day.

6.1.9.5. The employee shall be required to sign, on a Report of Absence (ROA) form provided, a statement that such absence was due to an emergency and indicate fully the nature of such emergency.

6.1.9.6. The District reserves the right to require the employee to furnish evidence of the emergency; the District may take whatever steps it deems necessary to satisfy itself that an emergency within the limits of Section 6 of this Article did exist.

6.1.10. "Immediate family", as used in this Section, is defined as the mother, father, grandmother, grandfather or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, stepmother, stepmother-in-law, stepfather, stepfather-in-law, stepson, stepdaughter, legal foster child, registered domestic partner or any relative living in the immediate household of the employee.

7. Jury Duty

7.1. An employee may be absent from duty without loss of salary in order to serve as a trial juror. If he/she is released from said service prior to 12:30 p.m. on any given day of jury duty absence, he/she shall return to District service for the remainder, if any, of their daily work shift. An official court form signed by the court clerk verifying the days and hours of duty rendered must be submitted by the employee.

7.2. Employees shall receive the difference between his/her wages and the jury fees during the time the employee is on jury duty. Any employee in the bargaining unit whose assigned shift commences at 6:00 p.m. or after and is required to serve as a trial juror more than one-half of the day may be relieved for their entire shift, but in no case shall be required to work more than one-half of the assigned shift. Any work performed after 6:00 p.m. shall be compensated at the overtime rate in accordance with Article 4.5.

8. Military Leave

8.1. An employee who is inducted, enlists, or is otherwise ordered to active military duty in the armed forces of the United States or of the National Guard or of the Naval Militia shall be entitled to the following:

8.1.1. A leave of absence without pay for a period of time which shall extend no longer than six (6) months from the earliest date the employee could voluntarily separate from active service. At the conclusion of the said leave, an employee who was honorably separated from the service shall have the right to return to the position within the District held at the time of entrance into the service.

8.1.2. Regular salary for the first thirty (30) calendar days of absence provided the employee has been employed by the District for at least one full year immediately prior to the date on which the military leave begins.

8.1.3. Continuity of service, meaning the right to advance on the salary schedule as if the time spent on active military duty was, in fact, spent working for the District. Seniority will also not be affected due to military duty.

8.2. Sick leave and vacation benefits shall not accrue to an employee on active military duty.

8.3. Time spent on active military duty, although considered as continuous employment for salary advancement purposes, shall not count toward the completion of a probationary period.

8.4. An employee on military leave shall be entitled to retirement benefits prescribed by the retirement system in which membership is held if any.

8.5. An employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia shall be entitled to a temporary military leave of absence for not to exceed one-hundred and eighty (180) calendar days while engaged in active military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises or like activity. During such temporary military leave, the above provisions shall apply, except that if the employee has been employed by the District for at least one full year immediately prior to the date on which temporary military leave begins, sick leave and vacation benefits shall accrue as though the employee were working in the District.

8.6. The term "position" as used in Section 8.1.1 above refers to a position classification, such as Bus Driver, Custodian, Maintenance Painter, etc.; it does not refer to any given work location or shift.

9. Miscellaneous Leave Provisions

9.1. Time spent on leaves of absence with pay shall count toward salary step advancement, for employee benefit accrual, and shall be considered part of the probationary period except as otherwise provided.

9.2. Time spent on leaves of absence without pay shall not count toward salary step advancement, employee benefit accrual, nor shall be considered part of the probationary period except as otherwise provided.

9.3. A leave of absence granted to a probationary employee shall not affect the continuity of service required for permanency, nor shall it affect the status of permanent employees.

9.4. Leaves shall not exceed one year in duration, except as otherwise provided, although extensions may be granted at the discretion of the Board of Education.

10. Leave of Absence to Attend Court

10.1. A leave of absence shall be granted to an employee for attendance at court, other than jury duty, for issues growing directly out of the employee's functions, knowledge, or responsibilities as a school district employee. Such leave shall be with pay up to the amount of the difference between the employee's regular earnings and any amount received for witness fees, provided that the absence is approved in writing by the Superintendent or designee within ten (10) days of the absence.

11. Family Medical and Leave Act

11.1. The District is covered by the provisions of the Federal Family Medical and Leave Act (FMLA) and the California Family Rights Act (CFRA). Unit members eligible under such Acts and for Paid Family Leave in accordance with the provisions of SB1661 shall be provided the rights and benefits mandated by such Acts. In accordance with such Acts, the District may require an eligible employee to supply the appropriate medical certification and additional medical opinions.

11.2. FMLA and CFRA leave may be used for:

11.2.1. Birth or placement for adoption or foster care of a child or to care for a child;

11.2.2. Care for child, spouse, or parent with a serious health condition;

11.2.3. A serious health condition that makes an employee unable to perform functions of the employee's position. However, under CFRA, this does not include disability due to pregnancy, childbirth, or related medical conditions.

11.3. The maximum leave time which may be taken for any combination of the above reasons is 12 workweeks in any twelve (12) month period. The twelve (12) month period is measured forward from the date an employee first uses such leave. Subsequent twelve (12) month leave periods begin the first time such leave is taken after the completion of any previous twelve (12) month period.

11.4. Leaves under FMLA and CFRA are unpaid. The District shall require an eligible employee to use vacation time or any other paid personal time off concurrently with the running of FMLA or CFRA leave, except paid sick leave may not be so used for the serious health condition of a child, spouse, or parent unless the unit member agrees.

12. Effective January 1, 2017, as provided by Education Code section 45196.1, unit members shall be entitled to parental leave as set forth in this section.

12.1. For purposes of this section, "parental leave" means leave for the purpose of bonding with the unit member's newborn child or with a newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom.

12.2. Unit members shall use current and accumulated sick leave for parental leave for up to 12 workweeks.

12.3. When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to substitute differential pay for the remainder of the 12-week leave. Substitute differential pay for purposes of parental leave means the difference between the unit member's regular salary and (1) the amount paid to a substitute employed to replace the unit member or (2) if no substitute is employed, the amount that would have been paid to a substitute had a substitute been employed to replace the unit member.

12.4. When the need for parental leave is foreseeable, the unit member must give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave. In all other cases, the unit member must give the District as much advance notice of the need for parental leave as practicable under the circumstances.

12.5. Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration; however, the unit member may take parental leave in increments of less than 2 weeks on up to two occasions.

12.6. Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

13. <u>Reproductive Loss Leave</u>

13.1. The District will provide all unit members with up to five (5) paid days leave for each reproductive loss event. Unit members may take leave following their own reproductive loss event or that of a partner.

13.2. Reproductive Loss Leave shall include failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful medically assisted reproduction.

13.3. Unit members may take their leave days consecutively or break them up over a longer period, so long as the leave is completed within three (3) months of the event.

13.4. Days will be deducted from any vacation, personal leave, accrued and available sick leave or compensatory time off that is otherwise available to the unit member.

13.5. Unit members are limited to a maximum of twenty (20) days of Reproductive Loss Leave per fiscal year.

ARTICLE 6

TRANSFERS

1. Employees or District management may initiate transfer requests. Transfers may be made provided that the employee is otherwise eligible for a transfer.

2. Transfer requests may be initiated by any permanent employee at any time for any equal or lower classes requiring qualifications of the same general nature. The employee needs to submit a transfer request each year for consideration. Transfer request are valid for the fiscal year is defined as July 1st through June 30th. Such requests shall be submitted in writing to the Personnel Services Department. The Personnel Director or designee shall determine eligibility for placement on transfer eligible lists. Placement on the transfer eligible lists shall not be in any rank order. All persons on the list shall be considered equally eligible for appointment. Employees requesting a transfer and who have been deemed eligible shall be considered along with the top three ranks of candidates on the eligible list. Employees shall be entitled to interviews that occur in their eligible classification during the fiscal year.

3. Involuntary transfers of employees on a temporary or permanent basis may be made by District management at any time such that the transfer is in the best interest of the District as defined by the District. An employee affected by such transfer shall be given a seven (7) working day notice. Upon the request of the employee, a conference will be held between District management and the employee in order to discuss the reasons for the transfer. The Association will be notified on the same working day of the notification to the employee. The Association will receive a copy of the written notice to the employee. Notification is to be made seven (7) working days prior to the intended transfer date.

4. Only the transfer procedure itself, not the transfer determination, shall be subject to the Grievance Procedure.

5. The Personnel Department shall provide the Association with a list of vacant positions by the 1st (first) of each month. The list shall include the following for each vacant position:

    5.1. Hours per day

    5.2. Site/Department

    5.3. Working months per year

6. Any employee may waive their right to a seven (7) day notice.

7. The Classified Employee Transfer Request form may be found in Appendix C.

ARTICLE 7

SAFETY

1. The District shall continue to make provisions for the safety of employees during the hours of their employment.

2. Employees shall perform their duties in a safe manner, abiding by rules and regulations established by the District, shall use safety devices, and shall be alert to observe unsafe practices, equipment, and conditions, as well as environmental conditions in the immediate area, which represent health hazards and shall first report such conditions in writing on a District approved form to their immediate supervisor, administrator of the site, if applicable, and the District Safety Officer and appropriate action shall be taken. No employee shall be in any way be discriminated against as a result of reporting any condition believed to be a violation of Section 7.

3. The Board of Education agrees to pay and/or reimburse the full cost of any pre-approved uniforms, protective clothing, training, tools, physical examination, school bus driver's certificate, or other equipment that employees in the bargaining unit are required to possess by the Board of Education, or by Education, Health and Safety Codes in order to retain their employment.

4. Unit members whose work assignment is of such a nature as to not place the employee in any hazardous situations may be permitted to be attired in walking shorts, or a District-approved style of shorts.

5. The District shall provide 5 (five) uniform shirts to classified unit members who are District based and have the potential to go to a school site to work as well as all campus supervisors housed at a school site.

    5.1. The District and CSEA will work together in the selection and/or changes to the uniform shirts.

    5.2. Uniform shirts are the property of the District.

    5.3. Unit members are responsible to ensure that uniform shirts are cleaned.

    5.4. Uniform shirts will be replaced by the District as they become unserviceable, showing excessive wear, or do not meet the quality standard designated by the District. When uniform shirts are to be replaced, the former uniform shirts shall be returned to the District.

5.5. Uniform shirts are to be worn during all scheduled workdays. The District may determine that alternate work apparel may be worn for special circumstances. If the District decides to discontinue the uniform shirt requirement, it shall give CSEA and affected unit members a written notice thirty (30) workdays prior. District uniform shirts shall not be worn except in the performance of District duties and period of travel to and from District work.

5.6. District insignia shall be printed on each shirt.

5.7. All uniform shirts shall be returned to the District upon the unit member leaving the service of the District.

6. Accident reports shall be submitted by the employee on forms provided by the District. All injuries should be reported immediately to the immediate supervisor. In cases of injury requiring medical attention, report forms provided by the District shall be submitted to the immediate supervisor within twenty-four (24) hours except in cases that would prevent the employee from complying with this section.

7. The District and members of the bargaining unit shall comply with the provisions of the California State Occupational Safety and Health Act regulations within the general industry and construction industry (where applicable) standards.

8. Employees whose work assignments require handling of hazardous material shall receive training in the correct handling and disposal of such material. Safety clothing and equipment shall be furnished to these employees as prescribed by all applicable laws.

9. All District personnel, when working at a school site when school is in session, shall first report to and sign in at the Main Office. Employees shall check with the Principal or his/her designee to determine parameters within which employees may safely work.

ARTICLE 8

GRIEVANCE PROCEDURE

1. Preamble

   Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration, and to have the complaint adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. If a grievant chooses to process a grievance without the intervention of CSEA, the District shall not agree to a resolution of the grievance until CSEA has received a copy of the grievance and the proposed solution ten (10) working days prior to filing a response.

2. Definitions

   2.1. Grievance - A written claim by an employee or the Association that they have been adversely affected by a violation of a specific provision of this Agreement.

   2.2. Employee - A unit member.

   2.3. Day - Any day on which the central administrative office of the District is open for business.

   2.4. Supervisor - The lowest level administrator or their designee having line supervisory authority over the grievant.

   2.5. Grievant - Any employee or the Association asserting a grievance.

3. General Provisions

   3.1. The time limits set forth in the grievance procedure may be extended upon the mutual agreement of the grievant and the District Administration. The time limits for appeal provided in each step shall begin the day following receipt of the written decision at the previous step.

   3.2. No grievance shall be resolved until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

3.3. Although a specific time period is provided for administrative decisions at each step of the grievance procedure, it is recognized that multiple grievances or appeals must be processed in a sequential manner. Consequently, at each step of the procedure, multiple grievances or appeals shall be assigned consecutive numbers, based upon the time and date on which they are received. Administrators shall process such numbered grievances or appeals in a sequential manner so that the first-filed will be the first considered. Administrators shall attempt to resolve multiple grievances or appeals promptly. However, notwithstanding the specific time periods provided for decisions at the various steps of this procedure, an administrator shall not be required to consider more than one grievance or appeal per day. In situations where more than one grievance or appeal is received on the same day by an administrator, the employee will be notified by the administrator of the number of their grievance(s) or appeal and the anticipated timetable for review and decision.

3.4. Any grievance not appealed to the next step of the procedures within the prescribed time limits shall be considered withdrawn and closed.

3.5. An Association representative shall have the right to receive a reasonable period of release time without loss of compensation for the purpose of processing a grievance. Release time shall be granted only with the prior approval of the supervisor.

3.6. The grievant shall be entitled upon request to representation at each step of the grievance procedure by a representative selected by the Association or a unit member selected by the grievant.

3.7. Nothing shall prohibit the Association from grieving in lieu of a member.

4. <u>Procedure</u>

4.1. Informal Conference

4.1.1. When an employee has a complaint, they shall request a conference with their supervisor to discuss the complaint. The supervisor shall grant the employee at least one conference or establish a date for a conference within two (2) working days of the receipt of the request. Additional conferences may be held prior to initiation of Step 1 if it appears that resolution of the complaint may be achieved by informal means. Both the employee and the supervisor may invite other persons provided each party informs the other of any such invitation prior to the conference.

If the complaint is resolved or if the employee does not take further steps, the case is closed.

4.2. Step 1 - Formal Written Grievance

4.2.1. If an employee is not satisfied with the results of the informal conference, they shall within twenty working (20) days after the occurrence of the act or omission giving rise to the grievance, present the grievance in writing on the District Classified Grievance Form to their supervisor. If necessary, in order to meet the time limit for filing a grievance, the 20 working day period referred to herein shall be extended by the number of days between the request for the informal conference and the actual conference. The information on the Grievance Form shall include:

4.2.1.1. A statement of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance.

4.2.1.2. A statement of the provisions of this Agreement that are alleged to have been violated.

4.2.1.3. A statement of the way in which the grievant has been adversely affected.

4.2.1.4. A statement of the reason why the supervisor's answer or response was unacceptable.

4.2.1.5. A statement of specific actions requested of the District will remedy their grievance.

4.2.1.6. Where the Association is the grievant, it shall identify the affected employees. Within two working (2) days of receipt of the Grievance Form, the supervisor shall confer or schedule a conference with the grievant.

4.2.2. The supervisor shall make a written response to the grievant within ten (10) working days after the last conference by completing the Grievance Form and returning it to the grievant.

If the supervisor does not respond within the time limits, the grievant may appeal to the next step.

If the grievance is resolved or if the grievant does not take further steps, the case is closed.

4.3. Step 2 - Formal Appeal to the Superintendent or designee.

4.3.1. If the grievant is not satisfied with the decision at Step 1, or if the supervisor fails to respond by the deadline, they may appeal the decision in writing on the District Classified Grievance Form to the Superintendent or designee within ten (10) working days. This appeal shall include a copy of the original grievance and a clear, concise statement of the reasons for the appeal.

Within two (2) working days of receipt of the Grievance Form, the Superintendent or designee shall confer or schedule a conference with the grievant.

The Superintendent or designee shall communicate the decision in writing to the grievant within ten (10) working days after the last conference by completing the Grievance Form and returning it to the grievant.

If the Superintendent or his/her designee does not respond within the time limits, the grievant may appeal to the next step.

If the grievance is resolved or if the grievant does not take further steps, the case is closed.

4.4. Step 3 – Arbitration

4.4.1. If the grievance is not resolved with the decision at Step 2, the Association may, within fifteen (15) working days of the date of the Superintendent of designee's decision, request in writing that the dispute be submitted to arbitration.

4.4.2. Selection of an Arbitrator

The Association and the District shall meet within five (5) working days of the District's receipt of the Association's written request to attempt to agree upon the arbitrator. If no agreement on a mutually acceptable arbitrator can be reached, the parties shall, within two (2) working days of the meeting, request a list of seven (7) arbitrators from the State Mediation and Conciliation Service (SMCS) who are experienced in hearing grievances in public schools, in accordance with SMCS procedures.

Upon receipt of the seven (7) names, the parties shall meet within five (5) working days and shall alternately strike names until only one name remains. The remaining name shall be the arbitrator. The order of striking shall be determined by lot.

4.4.3. All fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

4.4.4. If any question arises as to the arbitrability of the grievance, such questions will be ruled upon by the arbitrator prior to hearing the merits of the grievance.

4.4.5. The arbitrator shall, as soon as possible, conduct a hearing at which both parties may present evidence.

4.4.6. The arbitrator shall be without authority to address any issue not submitted and may not interpret or apply the agreement so as to change what can fairly be said to have been the intent of the parties in the presence of each other and upon arguments presented in briefs.

4.4.7. In their advisory report, the arbitrator shall not make any decision which requires the commission of an act prohibited by law, or which adds to, subtracts from, or modifies the terms of this agreement or the written policies, rules, regulations, and procedures of the District. Neither party shall be permitted to assert in arbitration any evidence which was not submitted to the other party before the completion of Step 2 meetings.

4.4.8. Within thirty (30) working days after concluding the hearing, the arbitrator shall prepare a written report listing the issues, the pertinent facts found at the hearing, and a recommendation for resolution. This advisory report shall be sent to the Board of Education with copies to the grievant, the Association, and the Superintendent.

4.5. Step 4 - Board of Education

4.5.1. If, after reviewing the arbitrator's report, the matter is not resolved to the satisfaction to the District and the Association, the matter shall be referred/appealed to the Board of Education within fifteen (15) working days.

4.5.2. Upon receipt of the appeal, together with the documents presented at the lower levels of the grievance, the Board of Education shall consider the grievance. The decision of the Board shall be based solely o9n the written documents.

4.5.3. The decision shall be rendered no later than the next regular Board of Education meeting which is scheduled at least twenty (20) working days subsequent to the Board of Education's receipt of the arbitrator's report.

4.5.4. The decision of the Board of Education shall be binding, except that no rights of the Association to further legal action shall be abrogated.

ARTICLE 9

EVALUATIONS

The following procedures shall be utilized in the evaluation of employee performance:

1. Probationary Employees

    1.1. All probationary employees shall be evaluated by their immediate rater no later than the end of the second and fifth months of the probationary period. An employee entering employment on Step A shall advance to the next step on the appropriate range of the salary schedule after completion of the probationary period.

2. Permanent Employees

    2.1. Permanent employees shall receive at least one formal evaluation on district-approved forms each year. Normally these evaluations shall be completed by the end of the employee's year of service.

    2.2. Permanent employees who have attained five (5) years of service with the district, who have received an overall rating of "effective/meets standards or exceeds standards" in their last evaluation and obtain administrative approval will be eligible to be evaluated every other year. If granted, written documentation must be noted in writing on the evaluation form during the last formal evaluation conference.

3. All Employees

    3.1. A copy of the employee performance evaluation shall be provided to the respective employee at the time the evaluation is discussed. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the rater.

    3.2. Evaluations shall be based upon direct observation and/or knowledge of the rater. Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendation made.

4. Employees Rated "Not Satisfactory" or "Requires Improvement"

    4.1. Employees rated "Not Satisfactory," or "Requires Improvement" must be rated again after the rater has a two (2) month period in which to observe and receive feedback on the employee's performance.

4.2. If a permanent employee should receive a "Not Satisfactory" performance evaluation, the rater will recommend, in writing, specific ways the employee may improve and endeavor to assist the employee.

4.3. The recipient of a "Not Satisfactory" or "Requires Improvement" evaluation shall be given an opportunity to review and discuss it with the rater and/or the rater's supervisor. In addition, the employee may provide a written response to be attached to the evaluation prior to its entry into the personnel file, provided that the response is submitted within ten (10) working days following receipt of the evaluation.

5. Inspection of Personnel File

5.1. Every employee shall have the right to inspect evaluation reports and supporting documents contained in his/her personnel file upon request, provided that the review is made at a time when such person is not actually required to render services to the District, except that when the information to be reviewed is derogatory, the review may, at the option of the employee, take place during normal business hours of the Personnel Office and at such time as is mutually agreeable to the employee, and the District. Typically, the District shall make an appointment to review a personnel file within one working day of receiving a request.

Only the evaluation procedure and not the contents of the evaluation shall be subject to the Grievance Procedure contained in this Agreement.

ARTICLE 10

SALARIES

1. Effective July 1, 2026 unit members who are employed in the District will receive a 2% salary increase. This 2% salary increase shall apply to all stipends, and differentials, inclusive of the Longevity Pay Salary Schedule.

2. Doctoral Degree: A stipend of $124.43 per month shall be paid to any unit member who possesses a doctoral degree earned at an accredited university.

3. When there is no certificated employee available to cover for a teacher in a classroom for a period of 30 minutes or more, and the unit member is asked to supervise the students in the teacher's absence, the unit member will receive a stipend of $68.83. The school principal shall verify the time and submit a request for payment to the Payroll Department.

4. In the event any other employee group receives a compensation package in excess of that provided to CSEA, the District shall immediately adjust the salary schedule for all unit members by the percentage in excess of that provided to CSEA in the same fashion and in the same manner as provided by the other employee group.

5. Night Shift Stipend: Employees whose regular work shift of 6 (six) or more hours during the normal school year or during the summer, half of which occurs at 4:00 p.m. or later, shall receive $124.44 per month. Notwithstanding Article 4 Terms of Employment, Section 5 of the Agreement, employees who work shifts covered by this provision shall have their work shifts changed only upon mutual agreement between the employee and his/her supervisor, and for summer schedule requirements. This shall not apply to extra hours or overtime.

6. <u>Bilingual Stipends</u>

    6.1. Basic Usage

        6.1.1. Unit members who use their bilingual verbal/conversational translation skills on a regular basis to perform non-instructional/non-IEP/non-legal support services for the District shall receive a monthly stipend of $104.04. In order to be eligible for this stipend, designated staff must pass a District "verbal/conversational translation" assessment. Each elementary school, middle school and comprehensive high school will be limited to two (2) staff members eligible for the stipend to be determined by the site or department administrator. Each comprehensive high school will be limited to three (3) staff members eligible for the stipend to be determined by the site or department administrator.

        6.1.2. Each site or department not previously listed will be eligible to have three

(3) unit members receive the stipend.

6.2. Advanced Usage

6.2.1. Unit members who use their bilingual verbal skills and writing skills on a regular basis to perform non-instructional/non-IEP/non-legal support services for the District shall receive a monthly stipend of $156.06. In order to be eligible for this stipend, designated classified employees must pass the District "verbal/conversational translation assessment" as well as the "written assessment."

6.2.2. Each elementary school, middle school, and the continuation high school will be limited to three (3) staff members eligible for the stipend to be determined by the site or department administrator. Each comprehensive high school will be limited to four (4) staff members eligible for the stipend to be determined by the site or department administrator. The number of actual allotted stipends will be approved by the Personnel Department.

6.2.3. Each site or department not previously listed will be eligible to have one unit member receive the stipend.

7. The Governing Board may provide a $110.55 to those classified employees who perform duties of a distasteful, dangerous, or unique nature when, in the opinion of the Board, such compensation is reasonably justified. Such differentials shall be based upon findings and recommendations of the Personnel Commission as determined by Education Code 45182 and shall not be applied in a manner contrary to the principle of like pay for like service.

See Appendix A, Salary Tables

8. Longevity Pay

8.1. Longevity pay shall be granted to District classified personnel upon completion of sufficient years of service in the Covina-Valley Unified School District.

8.2. Longevity pay shall be granted on an ongoing and continuous basis to employees occupying full-time positions by increasing their regular monthly salary beginning in the first month following their anniversary date as follows:

8.2.1. $130.11 beginning in the first month of the 10th year of District service

8.2.2. $292.31 beginning in the first month of the 15th year of District service

8.2.3. $324.25 beginning in the first month of the 20th year of District service

8.2.4. $390.70 beginning in the first month of the 25th year of District service

8.2.5. $414.29 beginning in the first month of the 30th year of District service

8.2.6. $450.10 beginning in the first month of the 35th year of District service

8.2.7. $487.15 beginning in the first month of the 40th year of District service

9. Employees occupying part-time positions shall be granted longevity pay prorated on their scheduled workday and workweek as it compares to the regular 8-hour day and 40-hour week standard.

ARTICLE 11

HEALTH AND WELFARE BENEFITS

1. The District agrees to the maintenance of health and welfare benefits for active employees who regularly work halftime or more.

   The district agrees to contribute on a tenthly basis, a maximum amount, listed within this article for full time unit members.

   The maximum district contribution, listed in, will be prorated for any unit members working less than full time.

   All unit members will pay all additional costs above the maximum district contribution listed on a tenthly basis.

   In addition, the District and the Association agree to continue the health and welfare committee to review cost containment and cost-sharing strategies. The committee will meet no less than twice per year. The committee will report their findings to the Negotiating teams for consideration and/or implementation of the health and welfare program.

2. Employees hired on or before June 30, 2022

   2.1. Medical insurance plans: (Choice of PPO or HMO plan), District shall contribute tenthly premiums for the plan selected by any unit member eligible and employed by the District as of June 30, 2022. Additionally, these rates shall apply to employees hired prior to July 1, 2022, and who are not currently eligible for medical benefits, but become eligible for medical benefits, but become eligible on or after July 1, 2022. These rates will be listed in Appendix B.

3. Employees hired on or after July 1, 2022

   3.1. Medical insurance plans: (Choice of PPO or HMO plan), the maximum annual dollar contribution by the district for any unit member employed on or after July 1, 2022, shall be listed in Appendix B:

4. Employee only HMO will continue to be given at no cost to employee only. The employee will pay for any additional PPO costs.

5. If the total cost of the HMO Family plan premium for any calendar year increases by more than 10%, the District agrees to meet and confer regarding district and employee contribution rates.

6. The District shall make no premium contribution for health care and life insurance for any month unless the employee is paid for more than one-half the number of days in that month, excluding those two (2) days each week which are outside the employee's regular workweek, except that an employee who completes his/her regular work assignment in June and is paid for more than one half of his/her scheduled workdays shall be entitled to the premium contribution for that month.

7. An employee who retires under the provisions of California Public Employees' Retirement System or California State Teacher's Retirement System (either for service or disability) shall be eligible to receive a District contribution toward payment of a District-sponsored Health and Welfare benefits plan subject to the following conditions:

    7.1. The District contribution shall cease 10 (ten) years after the employee's date of retirement or when the employee is eligible for Medicare or turns 65 (sixty-five) years of age, whichever occurs first.

    7.2. The unit member must submit proof to the Personnel Services Department that he/she is retired from service in the Public Employee Retirement System (PERS).

    7.3. The unit member must have completed fifteen (15) or more full years of District service in a probationary or permanent status, during at least half of which the unit member was eligible to enroll in a District-sponsored health and welfare benefits plan, and the unit member must have been eligible for enrollment in a District-sponsored health and welfare benefits plan during all of the last year of District service. Years of service shall be counted in the aggregate except that any service rendered prior to a break in service of thirty-nine (39) months or more from the last day of paid service in a probationary or permanent status shall not be counted.

    7.4. At the time of retirement if the unit member is not enrolled in a District-sponsored health and welfare benefits plan, the unit member may elect to enroll in a District-sponsored health and welfare benefits plan based on the existence of a qualifying life event, if permitted by the District's insurance provider. The unit member may elect to change from one District-sponsored health and welfare benefits plan carrier to another at any open enrollment period.

    7.5. Each year the retiree shall submit 12 (twelve) monthly payments in advance by the first of the month, payable as directed by the District, the total of which shall equal the annual premium of the Health and Welfare benefits plan less the amount the District will contribute to the carrier. The employee must submit the payment to the District's third-party COBRA/retiree administrator.

7.6. The District's contribution to the insurance carrier on behalf of the retiree shall begin following the effective date of the retirement as determined by the District and shall cease at the end of the month preceding the retiree's 65th birthday, after 10 (ten) years, upon the retiree's eligibility for Medicare, or upon the retiree's death, whichever occurs first.

7.7. Two levels shall be available for employees who retire from District service on or after June 30, 2026. Employees who retire prior to June 30, 2026 receive the retirement contribution that was in the contract at the time of their retirement and will be listed in Appendix B.

7.7.1. Level I: The District will contribute $7,500.00 annually for employees who have completed less than 25 (twenty-five) years of qualifying District service.

7.7.2. Level II: The District will contribute $9,000.00 annually for employees who have completed 25 (twenty-five) years or more of qualifying District service.

7.8. Retirees have the opportunity to apply these funds to the employee only, two-party, or family medical premiums, as well as vision and dental insurance premiums.

8. The provisions of this Article shall not apply to extra duty positions assigned to unit members listed in Article 1, Recognition and Bargaining Unit.

9. An employee who separates from District employment after age fifty-nine (59) but before age sixty (60) shall also be eligible to receive the District contribution referred to in Section 3 of this Article.

10. The District's contribution to the insurance carrier on behalf of the retiree shall begin on the first of the month following the retiree's 60th birthday provided that the retiree pays the full premium from the date of separation to the date the District's contribution begins.

ARTICLE 12

DISMISSAL, DEMOTION, AND SUSPENSION

1. A permanent unit member shall be subject to disciplinary action limited to suspension for not more than thirty (30) days, demotion, or dismissal for any of the following causes:

    1.1. Incompetency, inefficiency, or negligence in the performance of duty.

    1.2. Physical or mental unfitness for service or demonstrated unfitness for service.

    1.3. Unauthorized absence or abuse of any leave privilege.

    1.4. Insubordination, which constitutes a serious breach of discipline.

    1.5. Inability or unwillingness to work cooperatively and harmoniously with fellow employees.

    1.6. Discourteous, offensive, or abusive conduct toward other employees, pupils, or the public.

    1.7. Acceptance of any valuable consideration which was given with the expectation of influencing the employee in the performance of duties.

    1.8. Falsification of records or use of official position for personal advantage.

    1.9. Engaging in political activity during assigned hours of employment.

    1.10. Consumption of alcoholic beverages while on duty, intoxication while on duty, insobriety, or unauthorized use of narcotics or habit-forming drugs.

    1.11. Theft or destruction of District property.

    1.12. Notoriously disgraceful personal conduct.

    1.13. Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the District.

    1.14. Violation of or refusal to obey the school laws of the State or the policies or regulations of the District.

    1.15. Those prescribed in Education Code Sections 45123, 45124, and 45303, or other governmental statutes.

1.16. Failure to pay bills resulting in frequent contacts by creditors with the District.

1.17. Failure to progress adequately in a training program which is required for the position.

1.18. Abandonment of position. Absence without authorized leave for five (5) consecutive working days shall constitute prima facie evidence that an employee has abandoned the position.

1.19. Any conduct contrary to the welfare of the schools or the pupils or employees thereof.

2. No disciplinary action shall be taken for any cause which arose prior to the date on which the employee becomes permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could reasonably be assumed that the employee should have disclosed the facts to the District.

3. Any action taken in accordance with this Article shall be effective on the date specified by the Board but shall not be prior to the date of the cause.

4. Any permanent employee against whom disciplinary action is initiated shall be given written notice by the Personnel Director of the specific charges against the employee. The notice shall contain a statement of the employee's right to a hearing on such charges and the time within which such hearing may be requested, which shall be not less than 14 days after service of the notice on the employee. Failure of the employee to file a request for a hearing within the time specified shall constitute a waiver of the employee's right to a hearing.

   Definition: "Permanent Unit Member" means an employee who has successfully completed the probationary period in the class to which the employee is assigned.

ARTICLE 13

LAYOFFS

Pursuant to Education Code 45298, 45308, and 45117, the District shall adhere to reemployment rights.

1. The District shall notify both CSEA and the affected unit members(s) in writing on or before March 15th of any proposed layoff due to lack of work/lack of funds impacting the following fiscal year. The notice shall include the unit member's right to a hearing, any bumping rights they may have, and their reemployment rights in accordance with applicable law and District regulations/policies.

2. The District shall notify both CSEA and the affected unit member(s) in writing at least 60 (sixty) working days prior to any proposed layoff as a result of the expiration of a specially funded program in accordance with applicable law and District regulations/policies.

3. In the event of a layoff, the order of layoff within the class shall be determined by length of service.

   3.1 "Length of service" and "seniority" for purposes of this Article shall mean the unit member's date of hire in the classification plus all higher related classes.

   3.2 The unit member who has been employed the shortest time in the class plus higher related classes shall be laid off first. Classified employees who have been laid off shall have the right to preferential reemployment. Reemployment shall be in the reverse order of layoff.

4. Permanent unit members who are to be laid off may exercise bumping rights in their class or in any lower class in which they hold seniority credit greater than an incumbent. The employee to be bumped shall be the one with the least seniority in the class plus higher related classes.

5. If two (2) or more unit members subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater seniority within the bargaining unit or, if that be equal, then the determination shall be made by lot.

6. Unit members who have been laid off or who take voluntary demotions or reductions in assigned hours in lieu of layoff shall have preferential reemployment rights in accordance with applicable law. Reemployment shall be in the reverse order of layoff according to seniority.

ARTICLE 14

SAVINGS

1. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Upon request of either party, a meeting shall be held within a reasonable amount of time to discuss the specific provision held to be contrary to law.

ARTICLE 15

MANAGEMENT RIGHTS

1. It is understood and acknowledged that the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the State of California, except as expressly limited by the explicit and lawful language of this Agreement.

2. The rights of management not expressly limited by the clear and explicit language of this Agreement are expressly reserved to the Board even though not enumerated, and the express provisions of this Agreement constitute the only contractual limitations upon the Board's rights. The exercise of any right reserved to the Board herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the Board's right or preclude the Board from exercising the right in a different manner.

3. The District retains its right to amend, modify, or rescind practices and procedures specified in this Agreement in cases of emergency and for the duration of the emergency. An emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action such as an Act of God, epidemic, riot, or physical calamity occurring at one or more facilities of the District.

4. All provisions indicated in this Agreement as being discretionary matters left to the "Board," "Superintendent," "supervisor," "administrator," or "District" shall not be subject to the provisions of Article 8, Grievance Procedure.

ARTICLE 16

CONCERTED ACTIVITIES

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

2. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all members of the bargaining unit to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by members of the bargaining unit, the Association agrees in good faith to take all necessary steps to cause those members to cease such action.

3. It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement, in District policy, or by State law from any member of the bargaining unit and/or the Association.

4. Provided there is no violation of this Article, the District will not lock out the members of the bargaining unit.

ARTICLE 17

FULL UNDERSTANDING

1. This Agreement shall supersede any rules, regulations, or practices of the Board of Education, which shall be contrary to or inconsistent with its terms.

2. During the term of this Agreement, the Association and the Board of Education waive and relinquish the right to meet and negotiate and agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the Board of Education or the Association at the time they met and negotiated on and executed this Agreement and even though such subjects or matters were proposed and later withdrawn.

3. This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

ARTICLE 18

NON-DISCRIMINATION

1. Neither the District nor the Association, in violation of the law, shall discriminate against any unit member on the basis of race, color, creed, national origin, sex, sexual orientation, marital status, disability, age, religion, political beliefs, membership or lack thereof in an employee organization, or participation or lack thereof in the activities of an employee organization.

ARTICLE 19

SUMMER SCHOOL SELECTION

1. The District shall determine the number of positions and the classifications needed for the summer school programs.

2. All school year employees may apply for any position at any location for which they are qualified.

   "Qualified" for this purpose is defined as currently serving or having previously served in the same classification in the District, or if an employee meets the qualifications for the position but does not have prior service in the classification. Qualified unit employees shall be hired prior to outside applicants.

3. Summer school employment selection shall be made based on the following criteria:

   3.1. All applicants must meet the minimum requirements.

   3.2. Any person on his/her most recent evaluation who receives a satisfactory evaluation will be considered for summer school employment.

   3.3. All summer school employment shall be on a rotation basis if there are more applicants than positions available.

4. Any person on his/her most recent evaluation who receives an unsatisfactory evaluation shall not be eligible for summer school employment.

ARTICLE 21

HOLIDAYS

21. Holidays

21.1. Permanent and probationary employees shall be granted fifteen (15) paid holidays (Appendix D – Holidays) provided they are on a paid status during any portion of the working day immediately preceding or succeeding the designated holiday.

21.1.1 Paid Holidays will be:

21.1.1.1 Independence Day (observed)

21.1.1.2 Labor Day (observed)

21.1.1.3 Veterans Day (observed)

21.1.1.4 Thanksgiving Day (observed)

21.1.1.5 Admissions Day (observed day after Thanksgiving)

21.1.1.6 Christmas Day (observed)

21.1.1.7 New Year's Day (observed)

21.1.1.8 Martin Luther Kind Jr. Day (observed)

21.1.1.9 President's Day (observed)

21.1.1.10 Spring Holiday

21.1.1.11 Memorial Day (observed)

21.1.1.12 Juneteenth (observed)

21.1.1.13 CSEA Local Holiday #1

21.1.1.14 CSEA Local Holiday #2

21.1.1.15 CSEA Local Holiday #3

21.2. Employees who are not normally assigned to duty during the Fall, Winter and Spring recess shall be paid for any holidays occurring therein provided they were on a paid status during any portion of the working day of their regular assignment immediately preceding or succeeding the Fall, Winter, and Spring recess.

21.3. Employees whose regular workweek is other than Monday through Friday and as a result thereof lost a holiday to which they would otherwise be entitled shall be provided a substitute holiday determined by their department head.

21.4. If a holiday is appointed by the President of the United States by Executive Order, or by the Governor of the State of California, and if the proclamation establishing such holiday orders school closed, such holiday shall be in addition to other negotiated holidays for the school year in which such holiday is observed. Such a holiday shall not be carried over to the next school year as an additional holiday unless such appointment by the Governor of the State of California or the President of the United States causes schools to be closed on a recurring basis.

ARTICLE 22

VACATION

22. Vacation

22.1. Members of the bargaining unit shall earn vacation in accordance with the following schedule:

22.1.1 From the first (1^{st}) year through the completion of the sixth (6^{th}) year of service, vacation shall be accrued at the rate of 1.00 day of vacation for each full month of paid service for a maximum yearly accrual of twelve (12) days.

21.1.2 Commencing with the seventh (7^{th}) year through the completion of the eleventh (11^{th}) year of service, vacation time shall be accrued at the rate of 1.333 days of vacation for each full month of paid service for a maximum yearly accrual of sixteen (16) days.

21.1.3 Commencing with the twelfth (12^{th}) year through the completion of the seventeenth (17^{th}) year of service, vacation time shall be accrued at the rate of 1.50 days of vacation for each full month of paid service for a maximum yearly accrual of eighteen (18) days.

21.1.4 Commencing with the eighteenth (18^{th}) year through the completion of the twentieth (20^{th}) year of service, vacation time shall be accrued at the rate of 1.667 days of vacation for each full month of paid service for a maximum yearly accrual of twenty (20) days.

21.1.5 Commencing with the twenty-first (21^{st}) year through the completion of the twenty-fifth (25^{th}) year of service, vacation time shall be accrued at the rate of 1.833 days of vacation for each full month of paid service for a maximum yearly accrual of twenty-two (22) days.

21.1.6 Commencing with the twenty-sixth (26^{th}) year of service, through the completion of the thirtieth (30^{th}) year of service, vacation time shall be accrued at the rate of 2.0 days of vacation for each full month of paid service for a maximum yearly accrual of twenty-four (24) days.

21.1.7 Commencing with the thirty-first (31^{st}) year of service, vacation time shall be accrued at the rate of 2.25 days of vacation for each full month of paid service for a maximum yearly accrual of twenty-seven (27) days.

22.2. Use of vacation leave is subject to the approval of the immediate supervisor or department head, who shall make a concerted effort whenever practicable. Vacation requests shall not be arbitrarily denied or designated by the immediate supervisor or department head. Use of vacation may be designated by the department head to coincide with school recess schedules. An employee may elect to request such vacation on a voluntary basis to coincide with school recess schedules. Staff development days negotiated by teachers shall be used as service days for classified employees and not be considered a school recess. Except in cases of extreme emergency, the department head shall notify affected staff members of the designation of vacation leave no less than seven (7) calendar days in advance of the date the leave is to commence.

If the employee is not permitted to take vacation leave in the year in which it is earned, it shall accumulate for use in the following year.

The District each year may require that employees with total accrued vacation exceeding 320 hours be compensated in cash for vacation, and schedule annual vacations so as to use each year's accrual by the close of the fiscal year until the total accrued vacation is under the threshold of 320 hours. Requests to accrue a higher balance shall be handled on a case-by-case basis, and the employee must receive prior approval from the Assistant Superintendent of Personnel.

22.3 Upon separation, permanent employees with more than six (6) months of service shall be compensated for all accrued vacation that is not used.

22.4 When an employee is on paid vacation during a period in which he/she would otherwise be scheduled by the department head to work, and a situation occurs which would normally qualify all or part of the period of absence as sick leave, personal necessity leave, bereavement leave, or any other leave with pay, these portions of the employee's absence may be considered as such and charged to the appropriate leave, rather than to vacation leave. The employee shall be responsible for reporting such a situation to the department head as soon as it occurs. The employee shall also be responsible for providing whatever substantiation is required by the provisions of the applicable leave section of this Agreement.

ARTICLE 20

DURATION

1. This Agreement shall remain in full force and effect from July 1, 2025, through June 30, 2028.

2. For the 2026 - 2027 Reopener year, Article 10: Salaries, a creation of a new Transportation – Bus Drivers article (Article 23), and up to two (2) articles each shall be opened by the District and the Association.

3. For the 2027 - 2028 Reopener year, Article 10: Salaries and up to three (3) articles each shall be opened by the District and the Association.

4. The District and the Association recognize that future legislative changes may require the parties to modify the current terms and conditions of unit member employment. If this occurs, the parties agree to commence negotiations within 10 working days of a request from the other party on changes to any terms of employment that are mandated by law.

ARTICLE 23

TRANSPORTATION - BUS DRIVERS

23. Transportation - Bus Drivers

23.1 This article pertains to all employees in the Bus Driver classification.

23.2 All bus drivers shall be compensated for attending mandatory Transportation Department business outside of their regular work hours.

23.3 Bus Drivers cannot drive a school bus for more than ten (10) hours during a work shift or work more than sixteen (16) hours on any work shift and must have eight (8) consecutive off-duty hours between work shifts.

Bidding Process

23.4 The route bidding process shall take place at the Back-to-School Transportation Meeting, which shall be held one (1) week before the first day of school for students. At that time, the District shall provide a listing of available routes and associated hours for the upcoming school year so that employees may make informed selections during the bidding process.

23.5 During the bidding process, once a driver agrees to a route, it cannot be changed.

23.6 The assignment of regular transportation routes and hours shall be conducted through a bidding process based upon seniority.

23.7 Drivers will be assigned a bidding number based on seniority. If two or more employees share the same hire date, seniority ranking for bidding purposes shall be determined by lot. Before the start of the school year, bus drivers will be notified of their bidding number and will then bid on their regular, daily assigned routes for the school year.

23.8 Employees who are unable to attend the scheduled bidding meeting may submit their route preferences in writing in advance to the Director of MOFT or their designee, who will place bids on the employee's behalf. The Director of MOFT or their designee shall provide CSEA with reasonable advance notice of all bidding sessions and shall permit an authorized CSEA representative to attend and observe the bidding process in its entirety.

Overtime

23.9 Drivers will have the opportunity to sign up on the overtime availability list before school begins.

23.10 During the first week of the school year, extra-hour trips shall be assigned according to seniority. The Transportation Department will assign the first week's trips to the most senior driver on the overtime availability list. Should a driver elect to become available at any point in the school year, they will be placed at the

top of the list with .25 hours above the driver with the most overtime hours at that point in time.

23.10.1 Drivers who want to be on the overtime availability list at any point in the school year will email the Director of MOFT or designee stating they are available for overtime.

23.11 Thereafter, trips shall be distributed on a rotational basis according to each driver's accumulated overtime balance. Overtime earned shall be applied to the driver's overtime balance.

23.12 Available trips and return assignments for the upcoming week (Monday through Sunday) shall be posted on Friday.

23.13 A split-day overtime trip shall guarantee a minimum of two (2) hours for drop-off and/or two (2) hours for pick-up, applied only to the segment(s) actually assigned and completed.

23.14 During the weekly trip meeting, each driver shall be allowed two (2) passes without penalty. The third pass will be considered a refusal, and the hours of the refused trip will be added to the refusing driver's overtime balance.

23.15 If a driver is unable to make it back in time for their next route or trip it shall not be considered a refusal.

23.16 The District shall not remove, deny, or reassign a scheduled trip or an extra work assignment if the driver confirms, by 1:30 p.m. on the day of the absence, their return to work the following day.

23.17 If a driver relinquishes a selected trip, hours equal to the total trip time shall be added to the driver's overtime balance.

23.18 Trips offered on or after 1:30 p.m. on the workday before the trip date shall not be counted as a turndown.

Trip Cancellations and Rescheduled Trips

23.19 If a driver's trip is canceled and another trip becomes available the same day, the driver shall be offered that assignment first. Canceled trips shall not be charged against a driver's hours.

23.19.1 If a weekend or extra duty trip of four (4) hours or more is canceled after the driver reports to work without advance notice, the driver shall be guaranteed four (4) hours of pay.

23.20 If a trip is rescheduled, the originally assigned driver shall be offered the new date. Declining the rescheduled trip shall not result in additional hours being added.

Records and Enforcement

23.21 The District shall maintain accurate records of route assignments and extra duty hours and keep these posted for employees to view.

23.22 Such records shall be available to the Association upon request.

23.23 Employees bypassed for overtime per the process in this article shall be offered the next available overtime assignment.

5-11-26

Michele Doll, Ed.D.
Assistant Superintendent, Personnel Services
Covina-Valley Unified School District

Date

5/11/2026

Stacy Waissman
Chapter 49 President
California School Employees Association

Date

5/11/26

Michelle Ruiz
Labor Relations Representative
California School Employees Association

Date

APPENDIX A

Job Position and Salary Schedule - Classified Salaries Effective July 1, 2026 (2%)

Job Class	Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5
343	Account Clerk I	142	$4,144.77	$4,343.71	$4,568.17	$4,788.81	$5,031.12
341	Account Clerk II	150	$4,568.17	$4,788.81	$5,031.12	$5,284.88	$5,552.71
339	Account Clerk III	162	$5,284.88	$5,552.71	$5,832.00	$6,118.94	$6,425.02
337	Administrative Assistant	170	$5,832.00	$6,118.94	$6,425.02	$6,747.68	$7,076.71
378	Adult School Attendance and Payroll Clerk	155	$4,858.94	$5,094.87	$5,349.92	$5,620.29	$5,904.70
290	Associate Clinical Social Worker	151	$4,626.82	$4,858.94	$5,094.87	$5,349.92	$5,620.29
625	Asst. Cafeteria Manager	138	$3,936.88	$4,144.77	$4,343.71	$4,568.17	$4,788.81
569	Athletic Custodian	145	$4,299.07	$4,513.33	$4,739.05	$4,977.55	$5,221.14
575	Athletic Trainer	198	$8,198.96	$8,607.08	$9,039.41	$9,484.49	$9,964.01
344	Attendance Clerk	141	$4,088.66	$4,299.07	$4,513.33	$4,739.05	$4,977.55
999 336	Avid Tutor (not in unit)	101	***Minimum wage				
1430	Behavior Intervention Specialist	170	$5,832.00	$6,118.94	$6,425.02	$6,747.68	$7,076.71
507	Building Maintenance Worker/Carpenter	163	$5,349.92	$5,620.29	$5,904.70	$6,200.57	$6,505.37
509	Building Maintenance Worker/Electrician	166	$5,552.71	$5,832.00	$6,118.94	$6,425.02	$6,747.68
531	Building Maintenance Worker/Glazier	163	$5,349.92	$5,620.29	$5,904.70	$6,200.57	$6,505.37
511	Building Maintenance Worker/Locksmith	163	$5,349.92	$5,620.29	$5,904.70	$6,200.57	$6,505.37
529	Building Maintenance Worker/Painter	163	$5,349.92	$5,620.29	$5,904.70	$6,200.57	$6,505.37
515	Building Maintenance Worker/Plumber	166	$5,552.71	$5,832.00	$6,118.94	$6,425.02	$6,747.68
525	Building Maintenance Worker/Refrig. & Heating	167	$5,620.29	$5,904.70	$6,200.57	$6,505.37	$6,834.40
517	Building Maintenance Worker/Welder	159	$5,094.87	$5,349.92	$5,620.29	$5,904.70	$6,200.57
585	Bus Driver	148	$4,454.65	$4,680.40	$4,912.50	$5,153.54	$5,417.52
586	Bus Driver Instructor/Dispatcher	164	$5,417.52	$5,682.78	$5,964.63	$6,266.88	$6,578.05
392	Campus Supervisor	141	$4,088.66	$4,299.07	$4,513.33	$4,739.05	$4,977.55
358	Career Center Assistant	139	$3,990.45	$4,194.49	$4,402.37	$4,626.82	$4,858.94
809	Child Care Aide EDC	123	$3,290.31	$3,451.00	$3,621.90	$3,805.53	$3,990.45
807	Child Care Aide II	133	$3,711.16	$3,898.64	$4,088.66	$4,299.07	$4,513.33

Classified Salaries Effective July 1, 2026 (2%)

Job Class	Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5
354	Clerical Assistant I	131	$3,621.90	$3,805.53	$3,990.45	$4,194.49	$4,402.37
352	Clerical Assistant II	139	$3,990.45	$4,194.49	$4,402.37	$4,626.82	$4,858.94
350	Clerical Assistant III	147	$4,402.37	$4,626.82	$4,858.94	$5,094.87	$5,349.92
567	Custodian	141	$4,088.66	$4,299.07	$4,513.33	$4,739.05	$4,977.55
380	Data Entry Operator - Adult Education	145	$4,299.07	$4,513.33	$4,739.05	$4,977.55	$5,221.14
2586	Delegated Behind-the-Wheel Bus Driver/Trainer	156	$4,912.50	$5,153.54	$5,417.52	$5,682.78	$5,964.63
1377	District Receptionist	139	$3,990.45	$4,194.49	$4,402.37	$4,626.82	$4,858.94
836	Elementary School Monitor	123	$3,290.31	$3,451.00	$3,621.90	$3,805.53	$3,990.45
345	Elementary School Office Clerk	139	$3,990.45	$4,194.49	$4,402.37	$4,626.82	$4,858.94
888	English Learner Support Specialist	136	$3,853.99	$4,046.56	$4,246.78	$4,454.65	$4,680.40
629	Food Service Worker I	123	$3,290.31	$3,451.00	$3,621.90	$3,805.53	$3,990.45
627	Food Service Worker II	126	$3,410.20	$3,581.07	$3,758.33	$3,936.88	$4,144.77
545	Groundskeeper I	143	$4,194.49	$4,402.37	$4,626.82	$4,858.94	$5,094.87
543	Groundskeeper II	151	$4,626.82	$4,858.94	$5,094.87	$5,349.92	$5,620.29
394	Health Clerk	134	$3,758.33	$3,936.88	$4,144.77	$4,343.71	$4,568.17
332	High School Secretary	151	$4,626.82	$4,858.94	$5,094.87	$5,349.92	$5,620.29
182	Instructional Aide - 1:1 Assistant	135	$3,805.53	$3,990.45	$4,194.49	$4,402.37	$4,626.82
386	Instructional Aide - Adult School	135	$3,805.53	$3,990.45	$4,194.49	$4,402.37	$4,626.82
374	Instructional Aide - Behavior, Special Education	144	$4,246.78	$4,454.65	$4,680.40	$4,912.50	$5,153.54
391	Instructional Aide - Classroom	135	$3,805.53	$3,990.45	$4,194.49	$4,402.37	$4,626.82
389	Instructional Aide - Clerical	135	$3,805.53	$3,990.45	$4,194.49	$4,402.37	$4,626.82
181	Instructional Aide - Early Childhood	140	$4,046.56	$4,246.78	$4,454.65	$4,680.40	$4,912.50
388	Instructional Aide - English as a Second Language	135	$3,805.53	$3,990.45	$4,194.49	$4,402.37	$4,626.82
398	Instructional Aide - Interpreter	150	$4,568.17	$4,788.81	$5,031.12	$5,284.88	$5,552.71
197	Instructional Aide - Specialized Program	144	$4,246.78	$4,454.65	$4,680.40	$4,912.50	$5,153.54
399	Instructional Media Technician	143	$4,194.49	$4,402.37	$4,626.82	$4,858.94	$5,094.87
195	Job Coach, Adult Transition Program	130	$3,581.07	$3,758.33	$3,936.88	$4,144.77	$4,343.71
2581	Lead Mechanic	177	$6,352.33	$6,660.97	$6,996.35	$7,350.91	$7,711.81

Job Class	Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5
829	Lead User Support Analyst	189	$7,350.91	$7,711.81	$8,102.04	$8,508.88	$8,932.28
1357	Library Media Clerk	143	$4,194.48	$4,402.37	$4,626.82	$4,858.94	$5,094.87
1400	Licensed Vocational Nurse	156	$4,912.50	$5,153.54	$5,417.52	$5,682.78	$5,964.63
523	Maintenance Worker I	147	$4,402.37	$4,626.82	$4,858.94	$5,094.87	$5,349.92
521	Maintenance Worker II	155	$4,858.94	$5,094.87	$5,349.92	$5,620.29	$5,904.70
519	Maintenance Worker III	163	$5,349.92	$5,620.29	$5,904.70	$6,200.57	$6,505.37
581	Mechanic	169	$5,756.74	$6,047.53	$6,352.33	$6,660.97	$6,996.35
346	Middle School Office Clerk	143	$4,194.49	$4,402.37	$4,626.82	$4,858.94	$5,094.87
528	Network Analyst	194	$7,803.62	$8,198.96	$8,607.08	$9,039.41	$9,484.49
825	Piano Accompanist	140	$4,046.56	$4,246.78	$4,454.65	$4,680.40	$4,912.50
564	Printing Services Coordinator	159	$5,094.87	$5,349.92	$5,620.29	$5,904.70	$6,200.57
563	Printshop Assistant	147	$4,402.37	$4,626.82	$4,858.94	$5,094.87	$5,349.92
348	Purchasing Assistant I	151	$4,626.82	$4,858.94	$5,094.87	$5,349.92	$5,620.29
349	Purchasing Assistant II	155	$4,858.94	$5,094.87	$5,349.92	$5,620.29	$5,904.70
367	Registrar	146	$4,343.71	$4,568.17	$4,788.81	$5,031.12	$5,284.88
861	School Helper	123	$3,290.31	$3,451.00	$3,621.90	$3,805.53	$3,990.45
2390	School, Family, Community Outreach Liaison	139	$3,990.45	$4,194.49	$4,402.37	$4,626.82	$4,858.94
333	Secretary I	151	$4,626.82	$4,858.94	$5,094.87	$5,349.92	$5,620.29
331	Secretary II	159	$5,094.87	$5,349.92	$5,620.29	$5,904.70	$6,200.57
330	Secretary to the Principal - Alternative Education	151	$4,626.82	$4,858.94	$5,094.87	$5,349.92	$5,620.29
328	Secretary to the Principal - Elementary School	151	$4,626.82	$4,858.94	$5,094.87	$5,349.92	$5,620.29
326	Secretary to the Principal - High School	159	$5,094.87	$5,349.92	$5,620.29	$5,904.70	$6,200.57
329	Secretary to the Principal - Middle School	151	$4,626.82	$4,858.94	$5,094.87	$5,349.92	$5,620.29
1586	Senior Bus Driver/Instructor/Dispatcher	164	$5,417.52	$5,682.78	$5,964.63	$6,266.88	$6,578.05
565	Senior Custodian	153	$4,739.05	$4,977.55	$5,221.14	$5,485.12	$5,756.74
833	Senior Electronic Communications Specialist	185	$6,996.35	$7,350.91	$7,711.81	$8,102.04	$8,508.88
542	Senior Groundskeeper	159	$5,094.87	$5,349.92	$5,620.29	$5,904.70	$6,200.57
516	Senior Maintenance Worker	166	$5,552.71	$5,832.00	$6,118.94	$6,425.02	$6,747.68
559	Senior Sprinkler Maintenance Worker	167	$5,620.29	$5,904.70	$6,200.57	$6,505.37	$6,834.40

Classified Salaries Effective July 1, 2026 (2%)

Job Class	Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5
196	Specialized Physical Health Aide	144	$4,246.78	$4,454.65	$4,680.40	$4,912.50	$5,153.54
855	Speech and Language Assistant	170	$5,832.00	$6,118.94	$6,425.02	$6,747.68	$7,076.71
557	Sprinkler Maintenance Worker	157	$4,977.55	$5,221.14	$5,485.12	$5,756.74	$6,047.53
526	State & Federal Data Technician	189	$7,350.91	$7,711.81	$8,102.04	$8,508.88	$8,932.28
384	Student Body Activities Assistant	150	$4,568.17	$4,788.81	$5,031.12	$5,284.88	$5,552.71
387	Student Body Activities Clerk	142	$4,144.77	$4,343.71	$4,568.17	$4,788.81	$5,031.12
999 840	Student Helper (not in unit)	100	***Minimum wage				
830	Student Information Systems Analyst I	177	$6,352.33	$6,660.97	$6,996.35	$7,350.91	$7,711.81
376	Student Service Specialist-Adult Ed	176	$6,266.88	$6,578.05	$6,907.07	$7,257.80	$7,618.72
381	Technical Support Data Analyst-Adult Ed	145	$4,299.07	$4,513.33	$4,739.05	$4,977.55	$5,221.14
558	Technology Media Technician	136	$3,853.99	$4,046.56	$4,246.78	$4,454.65	$4,680.40
556	Technology Support Services Trainee	136	$3,853.99	$4,046.56	$4,246.78	$4,454.65	$4,680.40
362	Technology Support Services-Help Desk	159	$5,094.87	$5,349.92	$5,620.29	$5,904.70	$6,200.57
2399	Translator	159	$5,094.87	$5,349.92	$5,620.29	$5,904.70	$6,200.57
1584	Transportation Dispatcher	162	$5,284.88	$5,552.71	$5,832.00	$6,118.94	$6,425.02
831	User Support Analyst I	177	$6,352.33	$6,660.97	$6,996.35	$7,350.91	$7,711.81
832	User Support Analyst II	185	$6,996.35	$7,350.91	$7,711.81	$8,102.04	$8,508.88
826	User Support Technician	177	$6,352.33	$6,660.97	$6,996.35	$7,350.91	$7,711.81
597	Warehouse Worker/Delivery Driver	144	$4,246.78	$4,454.65	$4,680.40	$4,912.50	$5,153.54
500	Water Utilities Worker II	163	$5,349.92	$5,620.29	$5,904.70	$6,200.57	$6,505.37
736	Workability Job Specialist	145	$4,299.07	$4,513.33	$4,739.05	$4,977.55	$5,221.14

The following positions are currently not being utilized. They have not been eradicted from the classified bargaining unit.
There are no current employees who hold these positions at this time.

	Positions currently not being utilized	Range
536	Audio-Visual Equipment Repairworker I	144
535	Audio-Visual Equipment Repairworker II	168
583	Automotive Serviceworker	151
808	Child Care Aide - Adult School	Flat Rate
815	Child Development Clerk/Family Liaison	136
355	Community Services Coordinator - Bilingual	136
383	Computer Electronics Technician	170
373	Computer Operator	160
360	Computer Operator - Adult School	160
375	Computer Operator Trainee	152
376	Computer Operator Trainee - Adult School	152
620	Cook Manager I	138
382	Copy & Micrographics Assistant	143
596	Copy & Micrographics Assistant/Delivery Driver	144
356	Data Processing Control Clerk	147
369	EDP Programmer	185
370	EDP Programmer - Adult Education	185
371	EDP Programmer Trainee	177
374	EDP Programmer Trainee - Adult Education	177
342	Electrical Communications Technician	174
865	Event Staff I	Flat Rate
867	Event Staff II	114
869	Event Staff III	119
395	Home-School Assistant	136
2395	Home-School Liaison	136
551	Grounds Equipment Operator	149
720	Housekeeper (Children's Center)	123
392	Instructional Aide - Lay Reader	130
393	Instructional Aide - Physical Education	118
1391	Instructional Aide - Visually Impaired	130
573	Janitor	133
385	Keypunch Operator	145
359	Library Clerk I	135
357	Library Clerk II	143
505	Maintenance Expediter and Storekeeper	157
313	Maintenance Operations Specialist	155
1500	Maintenance Planner	159
539	Office Machine Repairworker I	160
537	Office Machine Repairworker II	168
540	Office Machine Repairworker Trainee	144

	Positions currently not being utilized	Range
377	PABX Operator - Receptionist	139
800	Parent Education Assistant	130
806	Parent Education Helper	Flat Rate
562	Parking Lot Supervisor	133
554	Pool Maintenance Worker	145
365	Programmer Analyst	194
397	Program Outreach Assistant	138
589	Receiving Clerk	153
591	Senior Stock Clerk	161
337	Stenographer Clerk I	140
335	Stenographer Clerk II	148
593	Stock Clerk	149
366	Systems Programmer	207
363	Typist Clerk I	135
361	Typist Clerk II	143

Longevity Pay (see Article 10.7)

$130.11 beginning in the first month of the 10th year of District service
$292.31 beginning in the first month of the 15th year of District service
$324.25 beginning in the first month of the 20th year of District service
$390.70 beginning in the first month of the 25th year of District service
$414.29 beginning in the first month of the 30th year of District service
$450.10 beginning in the first month of the 35th year of District service
$487.15 beginning in the first month of the 40th year of District service

APPENDIX B

2026 Contributions

Hire Date before July 1, 2022

Medical Plans	Full Time Eligible		Part Time Eligible (20 – 30 Hours)	
	10thly Contribution	10thly Contribution	10thly Contribution	10thly Contribution
Kaiser HMO	**Employee**	**District**	**Employee**	**District**
Employee Only	$0.00	$989.86	$0.00	$989.86
Employee + Child(ren)	$35.00	$1,677.65	$722.79	$989.86
Employee + Spouse	$55.00	$2,284.05	$1,349.19	$989.86
Employee + Family	$70.00	$2,895.46	$1,975.60	$989.86
Blue Shield Trio HMO	**Employee**	**District**	**Employee**	**District**
Employee Only	$0.00	$897.60	$0.00	$897.60
Employee + Child(ren)	$17.50	$1,546.1	$666.00	$897.60
Employee + Spouse	$27.50	$2,114.50	$1,244.40	$897.60
Employee + Family	$35.00	$2,684.20	$1,821.60	$897.60
Blue Shield Access+ HMO	**Employee**	**District**	**Employee**	**District**
Employee Only	$0.00	$1,017.60	$0.00	$1,017.60
Employee + Child(ren)	$35.00	$1,741.00	$758.40	$1,017.60
Employee + Spouse	$55.00	$2,376.20	$1,413.60	$1,017.60
Employee + Family	$70.00	$3,017.60	$2,070.00	$1,017.60
Blue Shield PPO	**Employee**	**District**	**Employee**	**District**
Employee Only	$418.80	$1,017.60	Not Eligible	Not Eligible
Employee + Child(ren)	$768.20	$1,741.00		
Employee + Spouse	$1,060.60	$2,376.20		
Employee + Family	$1,348.00	$3,017.60		

2026 Contributions continued

Hire date July 1, 2022, and After

Medical Plans	Full Time Eligible		Part Time Eligible (20 – 30 Hours)	
	10thly Contribution	10thly Contribution	10thly Contribution	10thly Contribution
Kaiser HMO	**Employee**	**District**	**Employee**	**District**
Employee Only	$0.00	$989.86	$0.00	$989.86
Employee + Child(ren)	$163.55	$1,549.10	$827.41	$885.24
Employee + Spouse	$214.55	$2,124.50	$1,453.81	$885.24
Employee + Family	$265.58	$2,699.88	$2,080.22	$885.24
Blue Shield Trio HMO	**Employee**	**District**	**Employee**	**District**
Employee Only	$0.00	$897.60	$0.00	$897.60
Employee + Child(ren)	$14.50	$1,549.10	$678.36	$885.24
Employee + Spouse	$17.50	$2,124.50	$1,256.76	$885.24
Employee + Family	$19.32	$2,699.88	$1,833.96	$885.24
Blue Shield Access+ HMO	**Employee**	**District**	**Employee**	**District**
Employee Only	$0.00	$1,017.60	$0.00	$1,017.60
Employee + Child(ren)	$226.90	$1,549.10	$890.76	$885.24
Employee + Spouse	$306.70	$2,124.50	$1,545.96	$885.24
Employee + Family	$387.72	$2,699.88	$2,202.36	$885.24
Blue Shield PPO	**Employee**	**District**	**Employee**	**District**
Employee Only	$551.16	$885.24	Not Eligible	Not Eligible
Employee + Child(ren)	$960.10	$1,549.10		
Employee + Spouse	$1,312.30	$2,124.50		
Employee + Family	$1,665.72	$2,699.88		

APPENDIX C

COVINA-VALLEY
UNIFIED SCHOOL DISTRICT

Classified Employee Transfer Request

Appendix C

CURRENT EMPLOYMENT INFORMATION			
FIRST NAME	LAST NAME		
CONTACT NUMBER	WORK LOCATION		
JOB TITLE OR CLASSIFICATION		HOURS PER DAY	MONTHS PER YEAR
TRANSFER REQUEST INFORMATION			
PREFERRED LOCATION		HOURS PER DAY	MONTHS PER YEAR
LATERAL OR LOWER JOB CLASSIFICATION WILLING TO ACCEPT			
REASON FOR TRANSFER			
Transfer requests are valid for the current fiscal year (July 1st – June 30th). Employees are encouraged to review their current applications in their personnel file to ensure all information is accurate and up to date. Final interviews for transfer requests will be conducted based on available vacancies.			
EMPLOYEE SIGNATURE		DATE	
PERSONNEL APPROVAL		DATE	

APPENDIX D

HOLIDAYS

APPENDIX D

HOLIDAYS

	2025-2026	2026-2027	2027-2028
Independence Day	Friday, July 4, 2025	Friday, July 3, 2026	Monday, July 5, 2027
Labor Day	Monday, September 1, 2025	Monday, September 7, 2026	Monday, September 6, 2027
Veterans Day	Tuesday, November 11, 2025	Wednesday, November 11, 2026	Thursday, November 11, 2027
Thanksgiving Day	Thursday, November 27, 2025	Thursday, November 26, 2026	Thursday, November 25, 2027
Admissions Day	Friday, November 28, 2025	Friday, November 27, 2026	Friday, November 26, 2027
CSEA Local Holiday	Wednesday, December 24, 2025	Thursday, December 24, 2026	Thursday, December 23, 2027
Christmas Day	Thursday, December 25, 2025	Friday, December 25, 2026	Friday, December 24, 2027
New Year's Day	Thursday, January 1, 2026	Friday, January 1, 2027	Thursday, December 30, 2027
CSEA Local Holiday	Friday, January 2, 2026	Thursday, December 31, 2026	Friday, December 31, 2027
Martin Luther King Jr. Day	Monday, January 19, 2026	Monday, January 18, 2027	Monday, January 17, 2028
CSEA Local Holiday	Monday, February 9, 2026	Monday, February 8, 2027	Monday, February 14, 2028
President's Day	Monday, February 16, 2026	Monday, February 15, 2027	Monday, February 21, 2028
Spring Holiday	Monday, April 6, 2026	Friday, April 9, 2027	Friday, April 7, 2028
Memorial Day	Monday, May 25, 2026	Monday, May 31, 2027	Monday, May 29, 2028
Juneteenth	Friday, June 19, 2026	Friday, June 18, 2027	Monday, June 19, 2028