

AGREEMENT

BY AND BETWEEN

THE

**TULARE JOINT UNION HIGH
SCHOOL DISTRICT**

AND THE

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION AND ITS CHAPTER
#218**

JULY 1, 2025 - JUNE 30, 2028

ARTICLE I:	AGREEMENT	3
ARTICLE II:	RECOGNITION	4
ARTICLE III:	DEFINITIONS	5
ARTICLE IV:	PAYROLL DEDUCTIONS	7
ARTICLE V:	EVALUATION PROCEDURES	8
ARTICLE VI:	ASSOCIATION RIGHTS	10
ARTICLE VII:	DISTRICT RIGHTS	12
ARTICLE VIII:	HOLIDAYS	14
ARTICLE IX:	HOURS	16
ARTICLE X:	SALARY	20
ARTICLE XI:	EMPLOYEE BENEFITS	22
ARTICLE XII:	MEDICAL EXAMINATIONS	26
ARTICLE XIII:	VACATION	27
ARTICLE XIV:	LEAVES	29
ARTICLE XV:	TRANSFERS/PROMOTIONS	42
ARTICLE XVI:	GRIEVANCES	45
ARTICLE XVII:	SAFETY	51
ARTICLE XVIII:	CONCERTED ACTIVITIES	52
ARTICLE XIX:	NEGOTIATIONS	53
ARTICLE XX:	NO DISCRIMINATION	54
ARTICLE XXI:	UNION STEWARDS	55
ARTICLE XXII:	LAYOFF, REEMPLOYMENT, AND REDUCTION OF HOURS	56
ARTICLE XXIII:	DISCIPLINARY ACTION	59
ARTICLE XXIV:	RECLASSIFICATION	63
ARTICLE XXV:	MISCELLANEOUS PROVISIONS	65
ARTICLE XXVI:	EFFECT OF AGREEMENT- DURATION	67
APPENDIX A:	SALARY SCHEDULES 2025-26	68
APPENDIX B:	PARS SUPPLEMENTAL DEFINED CONTRIBUTION PLAN SUMMARY	70

ARTICLE I:

AGREEMENT

This is an Agreement made and entered into between the Tulare Joint Union High School District (hereinafter referred to as "the District") and the California School Employees Association and its Tulare High Chapter No. 218 (hereinafter referred to as "the Association").

ARTICLE II:

RECOGNITION

The District hereby acknowledges that the Association is the exclusive bargaining representative for all classified employees holding those classifications described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. The determination of new classifications, including management, confidential, and/or supervisory positions shall be made by the District in consultation with CSEA. Disputed cases shall be submitted to the Public Employee Relations Board (hereinafter referred to as "PERB") for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the District and Association subject to the rules of the PERB.

ARTICLE III:

DEFINITIONS

1. "Unit member" refers to any employee who is included in the appropriate unit as determined in Article II and listed in Appendix A and therefore covered by the terms and provisions of this Agreement.
2. Members of the immediate family shall mean the mother, stepmother, father, stepfather, grandmother, grandfather, grandchild, aunt, uncle, niece, or nephew of the employee or of the spouse of the employee, and the spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, any relative living in the immediate household of the employee, or domestic partner with the following requirements. "A domestic partner may be considered a member of the employee's immediate family if the employee and his/her domestic partner register the domestic partnership with the Secretary of State and provide a Declaration of Domestic Partnership to Human Resources."
3. "Superintendent" means the chief executive officer of the District or his/her designee.
4. "Board" is the governing board of the District which is the public-school employer of the employees covered by this Agreement.
5. "Retired Employees" are persons retiring according to the provisions of the Public Employees' Retirement System.
6. The California School Employees Associations (CSEA) is the classified employees' exclusive representative.
7. "Seniority" for all employees shall be based on the date of hire.
8. "Short Term Employee" is any person who is employed to perform a service for the district, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis.
9. "Substitute Employee" is any person employed to replace a classified employee who is temporarily absent from duty. In addition, if the district is engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the governing board may fill the vacancy through the employment, for not more than sixty (60) consecutive calendar days, of one or more substituted employees.
10. "Date of Hire" shall be the first day the employee begins working for the District.

11. For the purposes of layoffs, a “Tie Breaker” shall be conducted when two or more employees have an equal date of hire. The determination shall be made by lot and the name of the employees to be laid off shall be drawn at random.
12. Skelly Officer shall be an impartial District employee. The Skelly Officer cannot be the employee’s immediate supervisor or the Director of Human Resources.
13. **Meal: For the purposes of this agreement a meal is defined as food that a single employee can reasonably consume in one sitting, excluding alcoholic beverages.**

ARTICLE IV:

PAYROLL DEDUCTIONS

1. CSEA shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the District.
 - A. The District shall deduct in accordance with the CSEA dues from the wages of all unit members who have submitted dues authorization forms to CSEA.
 - B. The District shall deduct the initiation fee and dues in accordance with the dues schedule, from the wages of all unit members who after the date of execution of the Agreement, become members of CSEA and submit to CSEA a dues authorization form.
 - C. The District shall not interfere with the terms of any agreement between CSEA and the District's employee regarding that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of his period which shall be tracked by CSEA within its membership database.
 - D. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative.
 - E. The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission. There shall be no change by the District to CSEA for regular membership dues deductions.
 - F. CSEA agrees to reimburse the District for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this Agreement or the implementation thereof. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

ARTICLE V:

EVALUATION PROCEDURES

1. Time of Evaluation

All unit members shall be formally evaluated at regular intervals:

- A. "Probationary Employee" is a regular employee who becomes permanent upon completion of a six (6) month or 130-day, probationary period, whichever is greater.
- B. Probationary employees shall be evaluated at approximately the end of the third (3rd) month of employment.
- C. "Permanent Employee" is a regular employee who has completed the six (6) month or 130 day, whichever is greater, probationary period.
- D. Under normal circumstances, permanent employees shall be evaluated at least every other year. If an employee receives a negative evaluation, the District may perform additional evaluations.

2. Persons Responsible for Evaluation

Evaluations shall be made by the employee's designated supervisor based primarily on direct observations. Bargaining unit employees shall not evaluate each other.

3. Procedure for Completion of Evaluation Forms

- A. Evaluations shall be made on regular District forms. The original shall be sent to the District Office for placement in the personnel file, and one (1) copy shall be given to the employee.
- B. The completed evaluation form shall be shown to the employee being evaluated during a conference and discussed. Both parties will sign the evaluation form; signing the evaluation form does not indicate that the employee agrees or disagrees, but merely that he/she has received a copy.
- C. The designated supervisor shall confer with an employee concerning areas of work that need improvement.
 - (1) The supervisor shall itemize the problem areas, offer recommendations for improvement and endeavor to assist the employee to upgrade his/her performance; and
 - (2) Provide a specific timeline within which improvement must be demonstrated.

- D. Comments for attachments to the evaluation may also be submitted by employee at any time within ten (10) working days following the evaluation conference and shall be attached to the evaluation.
4. Personnel File
- A. The official personnel file of each employee shall be maintained at the District's central administration office. No adverse action of any kind, unless mandated by law, shall be taken against an employee based upon materials which are not in the personnel file.
- B. Employees shall be provided with copies of any derogatory written material prior to it being placed in the employee's personnel file. The employee shall be given reasonable release time during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- C. An employee shall have the right to examine material in the employee's official personnel file. All written materials filed except for those obtained prior to employment or which were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination, shall be available for inspection by the employee involved. All personnel files will be considered confidential and will be available only to those having a legal or professional right to inspect them. The District reserves the right to have a representative present when any file is examined.
- D. Employee shall have the right to petition the Superintendent for removal and destruction of negative or derogatory materials from his/her personnel file. If at any time such material can be demonstrated to be erroneous or untrue, it shall immediately be removed and destroyed.

ARTICLE VI:

ASSOCIATION RIGHTS

1. The Association shall have the right of access to District employees at reasonable times. The term "reasonable times" as used herein means employee meal and snack break periods, and any time before or after an employee's working day when such an employee is present upon District property but is not expected to be performing services on behalf of the District.
2. Representatives of the Association shall have the right to utilize District facilities, duplicating and audio-visual equipment, for the conduct of meetings with District employees. Any direct costs shall be borne by the Association. Requests to utilize such facilities shall be made upon forms to be prescribed by the District and shall be subject to prior requests for the utilization of such facilities by groups entitled to their use under provisions of the Education Code. Meetings conducted in such facilities, or equipment utilized, shall in no way conflict with the purposes of the District.
3. Employee organizations shall have the right to utilize designated bulletin boards normally used by the District for communication with its employees. One copy of all materials to be posted shall be provided to District management at the facility in which such posting is to take place prior to posting. The employee organization and its representatives shall be responsible for the maintenance of any materials posted on District bulletin boards, and for the prompt removal of any out-of-date materials to assure that adequate space is available for materials that must be posted on such bulletin boards.
4. Existing mailbox facilities and mail systems may be utilized by employee organizations for communications with members or with other employees of the District. Copies of all materials to be deposited in District mailboxes shall be provided to the school site principal.
5. The Association shall have the right to receive one (1) copy of any non-confidential public budget and agenda submitted at meetings of the Board of Trustees.
6. The Association has the right to review the employees' personnel file and any other non-confidential records dealing with the employee when accompanied by the employee or upon presentation of a written authorization signed by the employee.

7. The District shall annually provide the Association, upon written request, a seniority roster of all bargaining unit employees. The District shall also provide the Association with a roster of all bargaining unit employees by classification and step placement, if requested in writing.
8. The District shall provide paid release time for two (2) Association representatives to attend the annual state conference, not to exceed five (5) days per delegate.
9. The Association shall be granted reasonable release time for employees who are Association state officers to conduct necessary Association business.
10. The Association will be provided access to up-to-date job descriptions for each position in the unit.
11. The District will provide the Association president with job announcements and any proposed change in job descriptions (both old and proposed) within 72 hours of their proposed modification.
12. California School Employees Association shall have the right to file grievances on behalf of the association and the right to negotiate all mandatory subjects of bargaining.
13. The District will distribute information supplied by CSEA to all newly hired employees of the bargaining unit as part of the new-hire orientation through the Human Resources Department.

ARTICLE VII:

DISTRICT RIGHTS

1. District retains, solely and exclusively, all the rights, powers, and authority exercised or had by it prior to the execution of this Agreement except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the District and not abridged herein include, but are not limited to, the following:
 - A. to manage and direct its operations and its personnel;
 - B. to manage, control, and determine the mission, goals, objectives, and educational philosophy of its component facilities, programs, and operations;
 - C. to create, change, combine or discontinue jobs, job classifications, departments, and facilities in whole or in part;
 - D. to insure the rights and educational opportunities of its students;
 - E. to subcontract or discontinue work for economic or operational reasons as provided by law district acknowledges CSEA does not waive any of its rights to negotiate the decisions and effects of contracting out bargaining unit work;
 - F. to direct the work force; to increase or decrease the work force and determine the number and kinds of employees needed;
 - G. to hire, assign, evaluate, transfer, promote, suspend, terminate, and otherwise maintain the discipline and efficiency of its employees;
 - H. to determine its curriculum;
 - I. to establish work standards, schedules of operation, and workload;
 - J. to specify or assign work requirements and overtime;
 - K. to schedule working hours and shifts;
 - L. to adopt rules of conduct and scope of work to be performed and the services to be provided;
 - M. to determine the type and scope of work to be performed and the services to be provided;
 - N. to determine, develop, and implement its budget and the procedures to that end;
 - O. to determine the methods, processes, means, personnel, and places for providing services.

2. Nothing in this Article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights and powers vested in the District to adopt, amend, or rescind policies, rules and regulations as the Board of Trustees, in its discretion, shall deem necessary, or any other powers vested in the District by the California Education Code, or by other laws regulating, authorizing, or empowering the District to act or refrain from acting.

ARTICLE VIII:

HOLIDAYS

1. The District agrees to provide unit members with the following paid holidays providing they are in paid status:

Independence Day - July 4

Labor Day - 1st Monday in September

Veteran's Day - November 11

Thanksgiving Day - Thursday proclaimed by President

Day after Thanksgiving (in lieu of Admission Day)

Christmas Eve –December 24

Christmas Day - December 25

New Year's Eve – December 31

New Year's Day - January 1

Martin Luther King Day

Lincoln's Day

President's Day - 3rd Monday in February

Good Friday

Memorial Day - Last Monday in May

Juneteenth (June 19th)

2. When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following day not a holiday shall be deemed to be that holiday, unless mutually agreed otherwise. When a unit member is required to work on any said holiday, he/she shall be paid compensation, or given compensatory time off, for such work in addition to regular pay received for the holiday, at the rate of time and one-half his/her regular rate of pay.
3. Every day declared by the President or Governor of this state as a public fast, mourning, thanksgiving, or holiday, and requiring the closing of the school facilities, or any day declared a holiday by the Governing Board shall be additional holidays.
4. Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

5. Employees in the bargaining unit who are not normally assigned to duty during the school holidays of winter recess shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.
6. The District and the Association agree to a work year of 260 days for all 12-month employees.

ARTICLE IX:

HOURS

1. The normal workweek shall consist of five (5) consecutive days, Monday through Friday, eight hours per day and forty hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
 - A. The District may designate three (3) “alternative workweek” positions, consisting of five (5) consecutive days, Tuesday through Saturday. These “alternative workweek” positions shall be limited to Custodial and Grounds classifications as provided for in the job announcement.
 - B. Bargaining unit members hired prior to September 1, 2014, may voluntarily transfer or promote to, but shall not be required to involuntarily work an “alternative workweek” assignment.
 - C. The designation of “alternative workweek” position(s) shall not adversely impact the workload of any bargaining unit position.
2. The length of the workday shall be designated by the District for each classified assignment. Each bargaining unit employee shall be assigned a fixed regular and ascertainable minimum number of hours.
3. Notice of any changes in an employee’s start and end times shall be given at least two weeks prior to the change unless the employee signs the District form to waive this timeline.

The District shall increase all Bus Drivers to 8 hours per day for 182 days per year plus holidays.
4. For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.
5. All employees whose workday schedule is six (6) hours or more shall have a duty-free lunch period not to exceed one and one-half (1 1/2) hours or be less than one-half (1/2) hour. This lunch period shall be approximately at the mid-point of each work shift as scheduled by the immediate supervisor unless mutually agreed otherwise.
6. Employees shall receive fifteen (15) minute rest period for working each four hours. Rest periods are a part of the regular workday and shall be compensated at the regular

- rate of pay for the employee. Employee rest periods shall be scheduled by their immediate supervisor. Unused breaks may not be used to earn comp time.
7. Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work assigned and authorized by the District. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. All hours worked beyond the work week of five (5) consecutive days for employees working (4) hours or more per day shall be compensated at the overtime rate commencing on the sixth day of work.
 8. The employee must elect compensatory time or paid time at the time the overtime or extra time is earned. Must be used within twelve (12) months of month on which it was earned. If the compensatory time has not been taken within twelve (12) months of month on which it was earned, the District shall pay the employee for all such time at the appropriate rate of pay. Overtime and extra time shall be distributed equitably to qualified employees within each department. Any employee who does not elect compensatory time off shall complete a timesheet and be compensated at the appropriate rate of pay on the following overtime pay cycle. Ticket sales are not eligible for compensatory time.
 9. Any employee in the bargaining unit who is authorized and works an average of fifteen (15) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours effective with the next pay period.
 10. Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate. If an employee receives multiple call backs within a two (2) hour period, the employee shall only be entitled to two (2) hours of compensation at the appropriate rate of pay.
 11. The District shall make available at each work site existing lunchroom, restroom, and lavatory facilities for classified employees use.

12. Increase in Hours -- Unit members will be given preference by seniority when all other factors are equal for any vacancy that would result in an increase in hours.
13. When a bus driver is assigned to an out-of-district trip he/she shall be reimbursed for meals purchased on the basis of:
 - 1 meal for trips of at least 5 hours
 - 2 meals for trips of at least 10 hours
 - 3 meals for trips of at least 13 hoursReimbursement will be made at the current rate per Board Policy 4133. Receipts will be required to accompany district reimbursement form.
14. Should one of the normal farm shuttle or late run drivers be absent from work, his/her duties shall be assumed by another bus driver with the job description "Bus Driver".
15. The District will provide opportunities for all driving staff to complete annual in-service requirements during the regularly scheduled work hours. **The employee shall** take advantage of district provided training to meet his/her annual in-service requirements. With at least one week's prior notification and prior approval of their immediate supervisor employees required to have a bus driver's license, shall be allowed to adjust their daily work schedule on days the District in-service training takes place.
16. The District may utilize presently employed full-time and part-time bargaining unit members to back-fill for a classified employee on leave or vacation, or while a vacant position is being filled. The back-fill work may be in a position different from his/her regular assignment, or in the same classification as his/her regularly assigned classified position. The District may use bargaining unit members for back filling prior to hiring a substitute employee. The employee performing back-fill duties may not exceed eight (8) hours in a single workday. The employee will not receive less than their current rate of pay.
17. Summer School
 - A. The District shall notify CSEA as soon as possible of the development of the summer school calendar in order for CSEA to properly execute a summer school side letter agreement. The Parties shall meet and negotiate a list of the classifications to be utilized during summer school.

- B. No later than March 1st, the parties will meet to develop a side-letter of agreement detailing the specific dates and conditions involved in implementing a 4/10 summer work schedule.

ARTICLE X:

SALARY

1. Effective July 1, **2025**, the classified bargaining unit salary schedule shall be increased by **three percent (3%)** for all bargaining unit members.

The Parties shall meet no later than December 31, 2025, in order to meet and negotiate the job description for Principal's Secretary – Alternative Education.

2. All employees shall be paid in accordance with the Tulare County Office of Education uniform salary payment schedule.
3. All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.
4. Any payroll discrepancies resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued normally not later than five (5) working days after the employee provides notice to the payroll department.
5. Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced as soon as possible following the employee's demand of the payroll department for replacement of the check.
6. An employee may be required to perform duties inconsistent with those assigned to the position by the District for a period of more than five (5) working days in a fifteen (15) day period, provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.
7. A \$75 per month longevity increment will be added to each employee's salary on the beginning of the eleventh (11th) year; \$150 on the beginning of the sixteenth (16th) year; and \$230 on the beginning of the twenty-first (21st) year of employment.
8. Effective July 1, 2017, for employees hired before January 1, 2013 the District agrees to contribute the total amount of two (2.0%) percent of the employees' normal contribution to the Public Employees' Retirement System. Employees hired on or after January 1, 2013, will be responsible for paying the employees normal contributions to the Public Employees' Retirement System.

9. The bus and auto mechanic, bus driver, carpenter, electrician, custodians, grounds men, maintenance, food services, and HVAC employees shall be provided five (5) uniforms upon initial employment and two (2) uniforms each year thereafter. The district will not provide a weekly cleaning service. If the district requires the wearing of any uniform, the district shall supply that uniform.
10. If any employee not working a twelve-month work year desires to be paid on a twelve-month basis, he/she shall make a request on a district form by May 1st of prior work year. Once a request has been approved, no modification shall be made for the fiscal year.
11. The following duties shall be compensated at minimum wage:
 - Ticket taking/selling
 - Babysitting
 - **Equipment Manager (excluding Locker Room Attendants).**

For the **2025-2026** school year CSEA agrees any District paid Equipment Manager, excluding Locker Room Attendants who receive their regular rate of pay, will be paid minimum wage. This will be a pilot program to review this work **by February 1, 2026.**

12. Overpayments: When an overpayment occurs, the District shall notify the employee in writing; once the employee agrees to the overpayment, the District and the employee shall set up a repayment plan that the employee can reasonably pay back.

ARTICLE XI:

EMPLOYEE BENEFITS

1. **The District's Maximum Contribution toward medical, dental, vision, and life coverage (life coverage for employees only) base plan shall not exceed \$20,351.40 per year, for coverage from October 1 through September 30, for each eligible full-time employee and their eligible dependents. Any cost above the District's base plan will be the responsibility of the employee and will be paid through monthly payroll deductions. For the 2025-2026 benefit year, the SISC Plan (90-C \$20 Rx 9-35) shall be designated as the base plan, and it shall be the only fully covered plan offered by the District. The base plan shall not be modified during this benefit period.**
2. If CSEA chooses a plan option in excess of the cost for the SISC Plan #40813E, any excess shall be paid by the employee through monthly payroll deduction.
3. All employees who work 3 hours or more per day, shall have employer paid dental and vision for employee and dependents; and life insurance coverage for employee only.
4. Eligibility
 - A. Employees working six hours or more per day shall receive the full District contribution toward employee benefits.
 - B. Employees working four or more hours but less than six hours per day shall qualify for District payment in relationship to the employee's hours as it relates to an eight hour day, i.e., four hour employees will be entitled to one half the District's contribution with the remaining portion being provided by employee contributions. An employee may choose to not receive benefits under this provision.
 - C. Employees on Board approved leave of absence may continue the insurance coverage, provided they pay the entire contributions of premiums in advance of the District established due date.
5. If any permanent employee passes away while in the District's employ, his/her eligible dependents shall be entitled to continued health insurance coverage, at the District's expense, for 12 months from the month of death.
6. Retiree Medical Insurance coverage for Employees and dependents shall be paid by the district for a total of 5 years of coverage for those full-time employees retiring at age 55 or older who have been employed by the District for at least fifteen (15) years. All

- retirees and their spouses/domestic partners age 65 or older who are continuing enrollment on the district's medical plans for retirees are required to enroll in Medicare Parts A and B. Once the covered employee qualifies for Medicare Benefits the District shall only be obligated to provide supplemental benefits in addition to other benefits provided. Retirees shall have the option of purchasing, at the individual retiree's expense, dental and vision insurance coverage.
7. Retired employees, age 55 or older, with less than fifteen (15) years of service to the District, and their dependents at the time of retirement, may elect to continue coverage under the District's medical insurance coverage at the current individual employee cost per person insured.
 8. The district will inform employees who are leaving their positions of their rights under Federal Law known as C.O.B.R.A.
 9. Bargaining unit employees hired on or after July 1, 2014 and assigned six hours or more per day shall not be eligible for District-provided Retiree Health Insurance coverage as set forth under paragraph 6 of this Article. Full-time bargaining unit members hired on or after July 1, 2014, shall participate in the district provided 401(A) supplemental retirement plan (Plan) as provided herein:
 - A. The District will contribute three thousand dollars (\$3,000.00) annually for eligible bargaining unit employees for years one (1) through twenty (20) of District employment. Contributions shall commence the first year of employment so long as the employee works seventy-five (75%) of the work year.
 - B. The supplemental retirement benefit shall become available to those eligible full-time bargaining unit members, retiring at age fifty-five (55) or older, who have been employed by the District for at least fifteen (15) years.
 - C. Administration of the 401(A) shall be in accordance with Internal Revenue Service requirements for 401(A) plans.
 - D. The Parties agree that the creation of the 401(A)-plan set forth herein is subject to approval by the Internal Revenue Service (IRS). If the IRS does not approve the plan, either in part or in full, the Parties agree that they will meet to negotiate modifications to the Plan language per IRS requirements. If the Parties are unable to agree to language changes that conform to IRS requirements, the Retiree Health

Insurance Coverage under Article XI Paragraph 7 (CBA 2013-2016) shall become available to eligible bargaining unit members retroactive to their date of hire.

- E. The Parties agree that CSEA will be entitled to equal representation on any committees formed as a result of the creation of the District's CSEA 401(A) plan. For example, a six-member committee made up of CSEA and management representatives shall consist of three CSEA members and three management members. A six-member committee made up of CSEA, CTA, and management representatives shall be made up of two members from each group. CSEA shall appoint its representatives to this committee.

Tax/Retirement Liability.

- F. Neither the District or the Association make any representation or warranty with respect to the tax or retirement consequences of this Agreement, including but not limited to, whether service or specific forms of compensation are creditable for retirement purposes. the unit members shall be responsible for their own tax and retirement planning.
- G. Based on the current plan, a Participant (eligible employee) may Self Direct Investments so long as their account is at a minimum of \$12,000.
- H. When a bargaining unit member who participates in this plan becomes ineligible as result of a reduction in hours their account balance shall remain frozen so long as they remained employed with the District. Such participation shall commence as of the first day of such eligible employment.
- I. The District shall attach the 401 (A) Plan as an appendix to the contract.

10. Summer Assistance Program

The District shall participate in the Classified School Employees Summer Assistance Program (CSESAP) every year it is made available. The District shall begin to elect participation during winter of the 2023-2024 school year so bargaining unit members may contribute during the 2024-2025 school year and this participation shall continue year to year thereafter.

11. Part time Employees and Retirement

Part time employees who are not vested in CalPERS, are fifty-five (55) years or older when they retire from the District, and have been in the district at least fifteen

consecutive years shall be paid out any sick leave they have accumulated, not to exceed sixty (60) hours.

ARTICLE XII: MEDICAL EXAMINATIONS

1. After initial employment, examinations for tuberculosis shall be required every four (4) years. The selection of the type and place of the examination shall be determined by the District.
2. Medical examinations required by law or the District for continued employment shall be provided by the District at no cost to the employee.
3. The District retains the right to have a physical or fitness for duty medical examination of any employee by District appointed physicians as prescribed by Education Code Section 45122.
4. The cost of such examinations after employment shall be borne entirely by the District.

ARTICLE XIII:

VACATION

1. Unit members shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal basis - July 1 to June 30.
2. Unit members are entitled to vacation with pay at the rates to be found in the following schedule:

<u>Years of Service</u>	<u>Vacation Earned</u>
1-5	10 Days
6-10	15 Days
11	16 Days
12	17 Days
13	18 Days
14	19 Days
15	20 Days

3. Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status. Vacation time for part-time employees shall be prorated.
4. When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination, except that vacation time shall not become a vested right until completion of six (6) months employment.
5. Vacation time must be requested by an employee on a form provided by the District by April 1. The dates of his/her proposed vacation must be approved or denied by the District within ten (10) working days. **Changes that result in a rescheduling of vacation must be requested at least three (3) business days in advance and must be approved by the employee's supervisor in a timely manner. An employee who needs to cancel a vacation day shall provide at least one day notification and it is the employee's responsibility to reschedule this date at a later time which shall be held to the three business day notification requirement.**
The three business day notification requirement may be waived, with supervisor approval, if an employee needs to use a vacation day for sick leave purposes.
6. Vacation time shall be paid during the fiscal year in which it was earned for unit members working less than twelve (12) months.

7. Accrued vacation must be used by the end of the following fiscal year in which it was earned unless mutually agreed to by the employee and the District.
8. An employee in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service.

ARTICLE XIV:

LEAVES

This Article contains all leave provisions of this Agreement.

1. Sick Leave

- A. Sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, maternity disability, or quarantine.
- B. An employee, covered by this Agreement, working five (5) days per week for a full calendar year shall be annually entitled to twelve (12) days of paid leave of absence for the purpose of sick leave utilization. An employee covered by this Agreement, working less than full time shall be entitled to sick leave in the same ratio that their employment bears to full-time employment.
- C. At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six days until the first day of the calendar month after completion of six months of active service with the District.
- D. If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- E. The District reserves the right to require an employee to provide a statement by a physician verifying the cause of absence.
- F. Each employee in the bargaining unit shall once a year be credited with a total of one hundred (100) days extended leave for absence from duties on account of illness or accident. Each day of leave provided by this section shall be compensated at the rate of fifty (50) percent of the employee's regular salary.
 - (1) Each entitlement to leave provided under this section shall commence on the employee's first day of absence **except in cases of industrial accident or illness leave, in such cases the entitlement to extended illness or injury leave shall commence after the last day of the industrial accident and illness leave.** Once the employee has exhausted all available paid sick leave, including current and accumulated sick leave, the employee shall utilize the remaining

portion of this section. Extended sick leave pursuant to this section, when combined with all other paid sick leave **excluding industrial accident and illness leave**, shall not exceed one hundred (100) days.

- (2) Leave granted under this section shall not accrue from year to year.
 - (3) In order to utilize this leave entitlement, an employee shall submit a signed statement from a physician indicating the nature of the illness or accident and the estimated duration of time the employee will be unavailable for duty. The District reserves the right to challenge any medical statement as authorized by law, including having the employee submit to an examination by a doctor of the District's choosing at the District's expense.
- G. An employee becoming aware of the need for absence due to surgery, maternity, or other predictable or priorly scheduled cause, shall, submit a statement from his/her attending physician as far in advance of the initial disability date as possible. **This statement from the physician shall be provided to Human Resources. The employee shall also submit the absence through the District's online absence management system.** The physician's statement shall, if known, include the beginning date of disability, the cause of disability, and the anticipated date of return to active service.
- H. Immediately upon return to active service, the employee shall **work with the immediate supervisor or designee to confirm all of their absences are submitted through the District's online absence management system.**
- I. An employee who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit to **Human Resources**, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification. **If the medical clearance to return to work indicates restrictions the medical statement may be shared with the immediate supervisor in order to assess accommodations.** In considering reinstatement of employment, the District shall accord the employee all rights provided by law.
- J. Unused sick leave shall be converted to retirement credit in accordance with CalPERS when filing for retirement under CalPERS.

K. An employee who terminates his/her employment with the District and is re-employed within thirty-nine (39) months will be credited with the sick leave accumulated at the date of termination.

2. General Leaves

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon terms acceptable to the District and the employee. Requests for general leave must be submitted in writing to the district personnel office. The District will respond within thirty (30) days of a written request for leave.

3. Industrial Accident and Illness Leave

Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of an employee's assigned duties. Any employee sustaining a job-related injury or illness shall report it to their immediate supervisor within twenty-four (24) hours and shall complete and sign the required forms (Schools of Tulare County - Supervisor's First Report of Injury/Illness/Accident and Workers Compensation Claim Form - DWC 1). **Together, the employee and the supervisor will contact Company Nurse at 1-877-518-6702, to report the injury. The employee has the option to ask the Supervisor to step out of the room. Once the employee feels comfortable, they can ask the supervisor to return to the room so they can obtain the Incident ID # and further instructions that will be needed for future paperwork. If the injury occurs outside of the normal hours for the supervisor (weekend, holidays, etc.), the employee will call Company Nurse by themselves. If the employee needs to make the call outside of their supervisor's normal hours, they must provide the needed information to their supervisor as soon as the injury permits.**

Requirement for such leave shall be:

A. Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in anyone (1) fiscal year for the same accident.

B. Allowable leave shall not be accumulated from year to year.

- C. Industrial Accident of Illness Leave shall commence on the first day of absence.
- D. When a person employed in a position is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid that portion of the salary due him/her for any month in which the absence occurs and will result in a payment to him/her of not more than his/her full salary.
- E. Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- F. When an Industrial Accident of Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- G. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- H. The Industrial Accident or Illness Leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- I. An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from a physician certifying the employee's ability to return to the position classification. In considering reinstatement of employment, the District shall accord the employee all rights provided by law.

4. Personal Necessity Leave

Personal Necessity Leave may be utilized for circumstances which are serious in nature and cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.

A. An employee may not use more than ten (10) days per year of accumulated Sick Leave for purposes for approved Personal Necessity Leave. Examples of reasons for which approval shall not be granted are:

- (1) Political activities or demonstrations
- (2) Vacation, recreation, or social activities
- (3) Civic or organization activities
- (4) Employee association activities
- (5) Routine personal activities
- (6) Occupational investigation

B. Employee shall submit a request for Personal Necessity Leave approval to the immediate supervisor normally not less than five (5) working days prior to the beginning date of the leave. The prior approval required for Personal Necessity Leave shall not apply to items 1, 2, 3, **and 5 from the list below**. The following are acceptable reasons for personal necessity leave:

- (1) Death of a member of the immediate family. (Use of personal necessity leave for this purpose shall occur after the full amount of bereavement leave time has been utilized.)
- (2) Illness involving a member of the employee's immediate family.
- (3) Accident involving person or property or the person or property of the employee's immediate family.
- (4) Appearance in any court or before any administrative tribunal as a litigant or party under subpoena or any order made with jurisdiction.
- (5) Birth of a child or grandchild. (2-day limitation.)
- (6) Attendance at funerals for other than members of the immediate family of the employee, where a close or important relationship has existed between employee and the deceased and where attendance at such services is deemed necessary and unavoidable by the employee.

- (7) Other reasons approved in advance by the Superintendent or Assistant Superintendent for Human Resources as needing immediate attention and which cannot be dealt with during off duty hours.
- C. When prior approval is not required, the employee shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.
- D. **As soon as the absence is known, and is approved for reasons (4), (6), and (7) above, the employee shall submit their absence through the District's online absence management system.** The employee shall provide, upon District request, additional verification of the use of these leave provisions.
5. Discretionary Days:
- A. Employees shall be entitled to use three (3) days of personal necessity leave annually during which he/she may be absent from his/her regular assigned duties for discretionary "no-tell" reasons. The member/employee need not disclose the reason, but simply mark Discretionary Leave.
6. Compensatory Time:
- A request to use compensatory time off must be submitted to the employee's supervisor three (3) business days in advance and must be approved by the employee's supervisor within a timely manner from the date the request is requested.**
7. Bereavement Leave
- A. An employee shall be granted up to three (3) days for bereavement purposes for members of the immediate family. If out-of-state travel, or 250 miles travel, is required, two (2) additional days shall be allowed. Additional days of absence beyond those described herein may be provided under the terms of the Personal Necessity Leave provisions of this Article.
- B. **Prior to taking the leave, the employee shall notify their immediate supervisor and as soon as possible the employee shall submit their absence through the District's online absence management system. If abuse is suspected the employer may request the employee provide documentation within thirty days of the first day of leave. Documentation includes, but is not limited to, a**

published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. Days of bereavement leave do not need to be consecutive.

- C. In case of death of members of the family, not included as “members of the immediate family”, leave not to exceed one (1) day may be granted upon special approval in advance by the Assistant Superintendent **of Human Resources** to attend to personal business and the funeral without loss of pay.
8. Jury Leave – Official Appearance Law
- A. Upon notification of jury duty, it is the obligation of the employee to immediately inform his/her principal or supervisor.
 - B. Employees required to report for jury service will be granted a leave of absence for an amount of time equal to the number of hours of jury service on the day or jury service (or next scheduled work shift) not to exceed their normal daily scheduled hours.
 - C. When an employee is required to appear in court as an official witness, which appearance is not brought about through his/her connivance or misconduct, such employee shall be released and paid full wages for the required period. Any witness fees paid shall be deducted from the employee's wages.
 - D. Service on a grand jury shall be exempt from this provision. Employees are expected to call the night before summoned to determine whether they will be called for jury service.
 - E. Day shift employees called for jury service and who are dismissed from service at or before noon and have four (4) hours or more remaining on shift, shall report to work to complete their regular shift otherwise they are excused from work that day.
 - F. An evening shift full time employee called for jury service a dismissed from service at or before noon shall report to work for one-half (1/2) of their regular shift.
 - G. Part-time employees reporting and dismissed from jury service during the day shall not be required to report to work that day.
 - H. Employees shall provide verification of jury service as provided by the clerk of the court. Failure to supply verification shall result in disciplinary action.

9. FMLA CFRA Leave

A. Any employee eligible to take leave under the federal Family and Medical Leave Act and the California Family Rights Act may take an additional 12 work weeks of paid or unpaid leave for the birth, adoption or foster care placement of his/her child, depending upon the employee's circumstances.

10. Parental Leave of Absence: A parental leave of absence without pay shall be granted for up to one (1) year to an employee for the purpose of childbearing or childrearing (or some combination of both) as follow:

A. The employee must have been employed by the District for at least one (1) year.

B. For a woman, the leave of absence may begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said employee shall notify the Human Resources Department in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She may be requested to include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. An expectant mother may continue to work as long as her physician declares her capable of performing her regular full-time duties and may return to work following childbirth as soon as authorized to do so by her physician.

C. A man may take child rearing leave, subject to thirty (30) days' notice to the District, beginning any time during the first year of a child's life.

D. Only one (1) such leave will be granted for any one child.

E. The same regulations which govern Other Leaves Without Pay shall apply to parental leave article 24 section 11 (24.11)

11. Child Bonding Leave:

A. **Eligible unit members are entitled to up to twelve (12) workweeks of unpaid child bonding leave under the California Family Rights Act (Government Code Section 12945.2) (CFRA) after the birth of the unit member's child or after the placement of a child with the unit member for adoption or foster care. To be eligible for unpaid child bonding leave under CFRA, the employee must have been employed by the District for at least twelve (12)**

months prior to commencing the leave and have worked at least 1,250 hours in the twelve (12) months prior to commencing the leave. CFRA child bonding leave must be used within twelve (12) months of the birth or placement of the child with the unit member.

- B. Pursuant to Education Code section 45196.1, unit members may use their available sick leave for the purposes of child bonding leave for a period of up to twelve (12) workweeks under this section. For purposes of this section, child bonding” leave means child bonding or childcare leave taken within the first twelve (12) months following the birth of a child of the unit member or the placement of a child in the unit member’s household for adoption or foster care.
- C. Unit members are entitled to use all current and accumulated sick leave for child bonding leave, for a period of up to twelve (12) workweeks.
- D. When an eligible unit member has exhausted all current and accumulated sick leave and continues to be absent on account of child bonding leave under CFRA, they shall be entitled to receive no less than 50% of the unit member’s regular pay as set forth in Section 1F above for the remaining twelve (12) workweek period. In order to be eligible to continue child bonding leave with 50% pay once all current and accumulated sick leave is exhausted, an employee must have been employed by the District for at least twelve (12) months but is not required to have worked 1,250 hours in the 12 months prior to commencing the leave. Paid leave pursuant to Education Code 45196.1 shall run concurrently with unpaid CFRA child bonding leave, Parent Leave of Absence under Section 10 above and/or unpaid Family Medical Leave Act (FMLA) child bonding leave.
- E. The 12 workweeks of child bonding under CFRA and paid child leave under Education Code sections 45196.1 is in addition to the 5 months/100 days of extended illness leave that an employee may use only for his/her own illness or injury set forth in Section 1F above.

- F. **The 12 workweeks shall be reduced by any sick leave, including accumulated sick leave taken during a period of child bonding leave pursuant to CFRA and Education Code Section 45196.1.**
- G. **A unit member shall not be provided more than one twelve (12) workweek period of paid absence for child bonding leave in any 12-month period. However, if a school year terminates before the 12-week period is exhausted; the employee may take the balance of the 12-week period in the subsequent school year.**
- H. **Leave taken pursuant to this section shall be in addition to leave taken by a unit member as a result of disabilities caused by or contributed to by pregnancy, childbirth, or related medical condition.**
- I. **Any child bonding leave must be requested in writing to the Human Resources Department a minimum of thirty (30) days prior to the date the leave is proposed to commence. Leave shall be taken in increments of at least two (2) weeks' duration except on two (2) occasions.**

12. Catastrophic Leave

- A. A unit member who is, or whose family member (spouse or child) is, suffering from a catastrophic illness or injury may request donations of accrued sick leave credits in accordance with the following guidelines:
- B. Catastrophic injury or illness means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's (spouse or children) which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.
- C. Upon requesting donations under this program, the unit member shall provide verification of the catastrophic injury or illness. (Education Code 44043.5) Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.

D. The Superintendent or designee shall determine:

- (1) That the unit member is unable to work due to the unit member's (or her/his family member's) catastrophic illness or injury, and
- (2) That the unit member has exhausted all accrued paid leave credits (Education Code 44043.5).
- (3) When the above verification and determinations are made, the Superintendent or designee may approve the transfer of accrued sick leave credits (Education Code 44043.5).
- (4) The Superintendent or designee shall inform unit members of the means by which donations may be made in response to the unit member's request.
- (5) Any unit member, upon written notice to the District, may donate accrued sick leave credits to the requesting unit member in whole day increments only. All transfers of eligible leave credit shall be irrevocable, and there shall be no adjustment for individual salary differences (Education Code 44043.5).
- (6) To ensure that unit members retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than thirty (30) days.
- (7) Benefiting unit members may use donated leave credits for a maximum of 120 contract days.
- (8) A unit member who receives paid leave pursuant to this program shall use any leave credits that she/he continues to accrue on a monthly basis before receiving paid leave pursuant to this program (Education Code 44043.5).
- (9) Donors shall indicate the number of days they wish to donate for each recipient. A maximum of one day can be used from multiple-day donors, until all donors have donated one day, by lottery, for each leave request. Multiple-day donors then participate in additional lotteries to determine who shall donate additional days. Unallocated days are returned to the donor at the end of the school year or when the employee returns to work, whichever occurs first. Unallocated days cannot carry over to the following school year.
- (10) Due to PERS regulations, classified may contribute only to other classified employees.

(11) The Superintendent or designee shall ensure that all donations are confidential.

13. **Coaching Leave**

The District agrees to grant classified employees who receive a District Coaching Stipend to coach athletics for the District, paid release time to coach away games or home tournaments. This release time shall be limited to the time needed to perform coaching duties in their respective coaching season and shall be limited to away games/home tournaments in which the employee is normally scheduled to work. This release time shall not exceed their normal assigned working hours. These employees are required to submit the athletic event schedule to their immediate supervisor as soon as it has been established and submit their absence as School Business through the District's online absence management system. For any absences for coaching duties that fall within the normally assigned working hours, that is not an away game/home tournament, the employee shall submit their absence through the District's online absence management system as Unpaid Leave.

14. **Break in Service**

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

15. **Other Leave Without Pay**

Any permanent employee shall be entitled to apply and be considered for a leave without pay of up to one (1) year.

- A. At the time a leave of absence is granted, the Board of Education shall decide whether the staff member will be reinstated to his/her former position or simply guaranteed reemployment.
- B. Upon his/her return, the staff member will be reinstated with tenure, years of service, accumulated sick leave, and other benefits just as he/she would have been at the beginning of the leave of absence.
- C. The Board may grant an employee up to one (1) year's leave for health reasons under this section.

- D. The employee may retain health insurance, life insurance, and other benefits at his/her own cost with the approval of the insuring companies.
- E. Both the Board and the District shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the District employed in a position requiring certification qualifications when the death or injury occurs while the employee is on any leave of absence granted under this provision.

ARTICLE XV:

TRANSFERS/PROMOTIONS

1. A transfer is defined as a change of job location, but within the same position classification.
2. Criteria for Transfer – The following criteria shall be used by the District in consideration of transfer requests:
 - A. Must have completed the six (6) month of the probationary period.
 - B. The needs and efficient operation of the District.
 - C. The contribution the staff member can make in the new position.
 - D. The quality of the service rendered to the District by the employee.
 - E. The recommendation of the immediate supervisor to whom the employee is currently responsible, and the immediate supervisor where the vacancy exists.
 - F. The preference of the employee.
3. Employee initiated transfer requests –Any association employee covered by this agreement requesting a transfer from one location to another within the same position classification, **or a transfer from one shift to another shift in the same classification**, or any classification in which the employee has gained permanency shall do so upon a district provided form and shall be subject to the following conditions:
 - A. Submission of a voluntary transfer request form to Human Resources. Only properly filed transfer request forms shall be given consideration. (Sample form on District Website under Staff Resources in the Human Resources Department).
 - B. Applications for transfer may be submitted **at the time the vacancy occurs and the employee will do so** at any time during the District Office’s regular office hours.
 - C. The filing of a request for transfer is without prejudice to the employee. A request for transfer may be withdrawn by the employee in writing at any time prior to official notification of transfer decision. Once approved, the employee will be transferred.
 - D. The Assistant Superintendent, Human Resources, shall notify appropriate immediate supervisor(s) of employee requests for transfer.

4. Employer Initiated Transfers

A. Involuntary Transfer – A transfer may be made by the District for any of the following reasons:

- (1) A change of enrollment or workload necessitating transfer of classified staff.
- (2) Improved efficiency of the District.
- (3) Reassignment of member of immediate family. Members of the immediate family who are employed by the District shall not be assigned to the same school or work location where another member of the family would be their supervisor.

B. Administrative Transfer – A transfer may be made by the administration for any of, but not limited to, the following reasons:

- (1) An opportunity to evaluate an employee in a different school or location.
- (2) Betterment of school or department.
- (3) Significant personality conflicts.

5. General Provisions

A. No employee shall be assigned to a work location other than the employee's normal work site for a period in excess of five (5) consecutive working days. The District retains the right to make such changes during periods when students are not in regular attendance (i.e. winter recess, summer vacation, when the workload is reduced because students are not in attendance or in the case of a board declared emergency).

B. When a vacancy exists, the vacancy notice shall be posted to EdJoin and on the District website for no less than five (5) working days. The CSEA Chapter President shall receive a notification of the posting.

C. Any internal applicant who meets the minimum qualifications for a vacant position shall be interviewed for the vacancy.

D. The District shall provide the employee and the appropriate supervisor, written notification of the disposition of the transfer request.

E. The job vacancy notice shall include the following information: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the number of hours per day, the number of days per week, the number of

months per year, the salary range, and the deadline for submitting an application. In addition, all job vacancy notices shall contain the following statement, “All district employees **in this current classification** have the ability to apply for transfer into this vacancy.

6. Promotion is defined as a change in the assignment of an employee from a position in one classification to a vacant position in a different classification which results in an increase in the hourly rate of pay.
 - A. For promotional opportunities concerning newly created or vacant positions within the bargaining unit, the District shall select the most qualified applicant.
 - B. In the event a bargaining unit applicant and a non-bargaining unit or outside applicant are determined to have equal qualifications, the bargaining unit applicant shall be granted the vacant position.
 - C. New classified employees in the District are probationary for six (6) months or 130 days, whichever is greater, from the date of hire. When any employee promotes, they are probationary in the new position for six (6) months. Any succeeding promotion is subject to the same (6 months) probation in the new position.
 1. If a permanent employee promotes and does NOT pass probation in the new position, this employee has bumping rights back to the immediate previous classification where there was permanency.
 - D. Any employee not selected for promotion (or released from a promotional probationary period) may request, from Human Resources, and shall be granted, a conference to discuss the reasons for non-selection.
 - E. Employees, selected for promotion, shall be given, in writing, notification of placement on the salary schedule. The notification shall be on the District’s Employee Salary Data form.

ARTICLE XVI:

GRIEVANCES

1. Definitions

- A. A “grievance” shall mean an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement which adversely affects the grievant.
- B. A “day” is any day in which the Administration Office of the District is open for District Business.
- C. The “immediate supervisor” is the principal or other management employee of the District having immediate jurisdiction over the employee filing the grievance.
- D. A “grievant” is CSEA or an employee of the bargaining unit.

2. General Provisions

- A. Time Limits – Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next level. Failure at any step of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed as acceptance of the decisions as rendered. Time allowances set forth in this grievance procedure may be extended only by mutual written agreement.
- B. Grievance Forms – Forms for filing and processing grievances and other documents necessary under the procedure shall be prepared by the District and given appropriate distribution so as to facilitate operation of the grievance procedure.
- C. Personal Conferences–Within the specified time limit, either party may request a personal conference with the other, and such request shall be granted.
- D. A grievant may be accompanied at any stage of the grievance by a representative of the Association. The employee shall file all grievances in his/her own name and shall be the grievant. This shall not preclude, however, the employee using the Association representative as a spokesperson during the processing of the grievance procedures. The grievant shall be present at all stages of the grievance processing.
- E. Although a specific time period is provided for administrative decisions at each level of the foregoing procedure, it is recognized that multiple grievance filings must be processed in sequential manner. Consequently, at each level of the procedure, grievances shall be assigned consecutive numbers, based upon the time and date on which written grievances are received. Administrative personnel shall

process such numbered grievances in a sequential manner, following a pattern that first filed will be first considered. Regardless of specific time periods provided for decisions at the various levels of this procedure, administrative personnel shall not be required to consider more than one grievance per day.

- F. Once a grievance arising from a particular incident(s) or circumstance(s) has been resolved at the final stage of a grievance procedure, another grievance based on that particular incident may not be filed.
- G. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- H. Release time, if necessary, for conferences shall be provided the grievant and one Association representative.
- I. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities and decisions prior to a final resolution of the grievance. In the event the employee protests an order, requirement, or other directive, the employee shall fulfill or carry out such order, requirement, or other directive, prior to filing a grievance and shall continue to carry out such order, requirement or other directive, pending the final resolution of the grievance.
- J. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of the grievance.

3. Informal Level

Before filing a written grievance, an employee shall first discuss the basis for the alleged grievance with the immediate supervisor with the objective of resolving the matter through such an informal conference.

4. Formal Level

A. Level I:

- (1) Within ten (10) days after the occurrence or the omission giving rise to the grievance or when the employee should have had reasonable knowledge of the grievance, the employee must present the grievance on the District approved form to the immediate supervisor.

- (2) The written grievance shall set forth the statement of facts and the resolution sought.
- (3) The immediate supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limit, the employee may appeal to the next level designated for processing grievances. Such appeal must be made within ten (10) days after the expiration of the time limit above.

B. Level II:

- (1) If the employee is not satisfied with the decision on the grievance at Level I, the employee may appeal by filing the appeal with the Superintendent or his/her designee within ten (10) days after the written decision at Level I has been delivered.
- (2) The statement filed at this level shall include a copy of the original grievance, a copy of the decision rendered, and a statement of the reason(s) for the appeal.
- (3) The Superintendent or his/her designee shall communicate his/her decision in writing within ten (10) days after receiving the appeal. Either the employee or the Superintendent or his/her designee may request a personal conference with the other within the time period from the filing of the appeal to the deadline for rendering of a decision. If the Superintendent or his/her designee does not render a written decision within the prescribed time limit, the employee may appeal to Level III. Such appeal must be made within ten (10) days after the expiration of the time limit.

C. Level III - Mediation

In the event that the employee is not satisfied with the decision at Level II, he or she may appeal the decision in writing within five (5) days to the District's Superintendent requesting mediation prior to Level IV. The District or Association shall contact the state mediation Conciliation Services to schedule mutually agreeable dates. If through the use of the state mediator a decision cannot be reached, the employee may appeal to Level IV.

D. Level IV – Binding Arbitration:

- (1) If the Association proceeds to arbitration, it shall notify the District in writing. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate with the American Arbitration Association. The Association and District shall each pay one half (1/2) of any charges required by the American Arbitration Association for services rendered.
- (2) The arbitrator shall, after first determining the arbitrability of the grievance, conduct a hearing on the merits to consider evidence and arguments pertaining to the grievance(s) and submit a written decision which sets forth findings of fact, reasoning and conclusions on the precise issue(s) submitted. The arbitrator's decision shall be limited solely to the interpretation and application of the agreement to the precise issue(s) submitted for arbitration. The arbitrator shall not determine any other issue(s). Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision violated the agreement. The arbitrator shall not substitute his/her judgment for that of the District. The arbitrator shall not add to, subtract from, modify, alter or amend any provisions or procedures contained in this agreement. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted. The arbitrator's determination shall state whether the grievance is approved or denied and, if approved, the proper remedy, and the basis for such remedy. Under no circumstances shall the remedy include monetary penalties for "pain and suffering" or attorney's fees.
- (3) All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room, will be borne equally by the District and the Association. All other costs, except for released time for the grievant(s), Association representative(s) and witnesses, will be borne by the party incurring them.

E. Miscellaneous:

- (1) If the basis of a grievance arises at a level above the immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent and the exclusive representative directly, and the processing of such grievance will be commenced at Level II.
- (2) Written decisions rendered at Levels I, II, and III of the Grievance Procedure will be transmitted promptly to all parties in interest and the exclusive representative. Time limits for appeal provided in each level begin the day following receipt of written decision by the parties in interest.
- (3) When it is necessary for a representative designated by the Association to attend a grievance meeting at Levels I or II during the workday, he/she will, upon notice to his/her immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any classified employee who is requested to appear in such meetings or an arbitration hearing as a witness will be accorded the same right.
- (4) Documents, communications, and records dealing with the processing of a grievance shall not be kept in the personnel file of any of the participants.
- (5) Forms for filing grievances will be prepared by the employer and given appropriate distribution to facilitate operation of the grievance procedure.
- (6) Each of the formal requirements and time limitations stated herein for the processing and determination of grievances shall be strictly adhered to, provided however, that any such time limit may be extended by the express written agreement of both parties. If the grievant fails to appeal the grievance within the time limit specified in any step of the grievance procedure, the grievance shall be deemed waived and terminated. If the District fails to comply with any of the time limits specified, the grievance shall move automatically to the next higher step if a higher step exists. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement. In the event a grievance is filed at such a time that it cannot be processed through all the steps by the end of the school year and if left

unresolved harms a grievant, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practical.

ARTICLE XVII:

SAFETY

1. This District shall, within the limitation of its financial capabilities, provide employees in the unit with safe working conditions.
2. All employees in the bargaining unit shall, in performance of their duties, be alert to unsafe practices, equipment, and/or conditions and shall promptly report any such unsafe practice, equipment, and/or conditions to their immediate supervisor. Each employee shall report any accident to his/her immediate supervisor and shall complete such report forms relating to the accident as may be required by the District.
3. The Association may appoint two members to any established District Safety Committee with release time provided for the meetings.
4. **Complaints against unsafe working conditions: For the purposes of this agreement a complaint against unsafe working conditions shall apply to facilities, work place tools, equipment, heat conditions, vehicles, and any other workplace conditions that are reasonably related to those referenced above.**

A. If an employee after reporting a safety concern to their immediate supervisor as outlined above, feels the safety concern has not been resolved, the employee may escalate the complaint to the Director of Facilities via the “District Report of Safety Hazard” form on the District website. The Director of Facilities shall follow up within two business days.

ARTICLE XVIII:

CONCERTED ACTIVITIES

1. The Association, its agents, and the employees it represents, agree that there shall be no work stoppage or any interference with the operations of the District for any reason **whatsoever** during the term of this Agreement.
2. The Association agrees to actively and affirmatively advise and direct in writing any employee or employees engaging in any form of work stoppage or advocating any form of work stoppage to cease such action immediately. A copy of the directive shall be sent to the Superintendent.
3. During the term of this Agreement, the District agrees not to invoke any lockout procedures.

ARTICLE XIX:

NEGOTIATIONS

1. Notification and Public Notice – CSEA and the District agree to present initial proposals for Board of Trustee review **no later than April 1st of the year in which the current agreement expires.**
2. Commencement of Negotiations – After satisfaction of the public notice provisions, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
3. Release Time for Negotiations – The Association shall have the right to designate seven (7) employees who shall be given reasonable release time to participate in negotiations.
4. Ratification of Additions or Changes – Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

ARTICLE XX:

NO DISCRIMINATION

1. No Discrimination on Account of Association Activity

Neither the District nor the Association shall interfere with, intimidate, restrain, coerce, or unlawfully discriminate against employees because of the exercise of rights to engage or not to engage in lawful Association activity.

2. Affirmative Action

The District and the Association agree that an effective affirmative action program is beneficial to the District, employees, and the community. The parties agree and understand that the responsibility for an affirmative action plan rests with the employer.

ARTICLE XXI:

UNION STEWARDS

1. The Association shall notify the District in writing, **by August 1**, of the names of Union Stewards that shall be called for representation during any disciplinary proceedings. If a change is made, the District shall be advised in writing of such changes.
2. After notifying his/her supervisor, the Steward shall be permitted to leave his/her normal area during reasonable times in order to assist in representation and or processing of written grievances. The Steward shall advise the supervisor of the grievant of his/her presence. The Steward is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, attempt to achieve settlement in accordance with the grievance procedure. Any proposed settlement will then be forwarded to the Chapter president and CSEA for input and approval.
3. If **the** Steward is unavailable, the meeting will be changed to a mutually agreeable date and time.
4. The Steward shall have the authority to file notice and take action on behalf of bargaining unit employees, relative to rights afforded under this Agreement if, such authority is given the Steward by the Chapter or Chapter President.

ARTICLE XXII: LAYOFF, REEMPLOYMENT, AND REDUCTION OF HOURS

1. If it becomes necessary for the school district to terminate the employment of any employee because of a reduction in the work force, lack of funds, or other involuntary reasons, layoff procedures will be. A termination interview with the personnel office may be scheduled during normal work hours.
2. The termination date of an employee will be the last actual working day.
3. Reason for Layoff:
 - A. "Layoff" shall occur when the District encounters a lack of work in a particular job classification or a lack of funds.
 - B. Whenever, because of lack of work or lack of funds, it becomes necessary to layoff permanent or probationary employees, such layoffs shall be conducted in accordance with procedures set forth in Education Code Sections 45298 and 45308. The names of employees laid off shall be placed on reemployment lists in the reverse order of layoff and such eligibility shall continue for thirty-nine (39) months from the date of layoff.
 - C. Probationary and permanent employees shall be notified in writing at least sixty (60) calendar days prior to the date of layoff and the notice shall contain the reason, therefore.
4. Notice of Layoff: Permanent classified employees shall be given notice by March 15th of any layoff occurring in the next school year. Therefore, the District shall notify the employee and the Association by January 15th to ensure the last effected employee is notified by the required March 15th date. Any notice of layoff shall specify reason for layoff and identity of name, class and classification the employee(s) designated for layoff. Failure to give such notice under the provisions of this section shall invalidate the layoff.
5. Specially Funded Programs: When classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights and reemployment rights.

6. Order of Layoff: The order of layoff shall be based on seniority. Seniority is based on date of hire.
7. Equal Seniority: If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be done by tie breaker. A tie breaker is a drawing by lot.
8. Short Term and Substitute Employees: No permanent or probationary classified employee shall be laid off from any position while employees serving under emergency, provisional, or short-term employment are retained in positions of the same class. A short-term employee may be separated at the completion of an assignment without regard to the procedures set forth in this Article.
9. Bumping Rights: An employee laid off from his/her present class may bump into the next equal or lower class in which the employee has greater seniority. The employee may continue to bump into such equal or lower classes to avoid layoff, provided the employee has worked previously in the lower-class position. All bumping rights must be exercised by March 15 for layoffs occurring in the next school year.
10. Reemployment Rights: Laid off persons are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other type of reemployment defined or undefined in this agreement. In addition, they shall have the right to apply for promotional positions within the filing period specified in this Article and use their bargaining unit seniority herein for a period of thirty-nine (39) months following layoff. An employee on a reemployment list shall be notified by the District of promotional opportunities.
11. Voluntary Demotion in lieu of Layoff: In lieu of being laid off, an employee may elect demotion to any class with the same or lower maximum salary in which he/she had previously served under permanent or probationary status.
 - a. To be considered for demotion in lieu of layoff, an employee must notify the Human Resources Department in writing of such election not later than ten (10) calendar days after receiving notice of layoff.
 - b. An employee replaced by such demotion has the same option of demotion afforded by this rule as if a position had been abolished or discontinued.

- c. Any employee demoted pursuant to this rule shall receive the maximum of the salary range in the class to which demoted provided that such salary is not greater than the salary he/she received in the higher classification at the time of demotion.
- d. In all cases where employees accept demotion in lieu of layoff, their names shall be placed on reemployment lists for the classes from which they were demoted.
- e. Refusal of an offer of short-term or limited part-time employment, shall not affect the standing of any employee on a layoff list.
- f. Employees on reemployment lists shall be eligible to compete in promotional examinations for which they qualify.
- g. Employees qualify for re-employment rights as provided by law.

12. Health and Welfare Benefits: The District agrees to continue health and welfare benefits for all laid off employees as if the relationship of the parties had not been severed. The District shall continue to provide these benefits through the end of the month in which the employee is laid off.

13. Unemployment Benefits: The District **will respond truthfully to any inquiry from the employment development department (EDD) regarding** any laid off employee who files for unemployment benefits. **The decision regarding eligibility for unemployment benefits is determined by the EDD.**

ARTICLE XXIII:

DISCIPLINARY ACTION

1. **Exclusive Procedure:**

Disciplinary action shall be in accordance with the appropriate provisions of the Education Code, established rules, regulations, or statute or violation of board policy and administrative regulations. Formal Discipline shall only be imposed for “just cause”. No disciplinary action shall be taken for any cause which arose prior to the employee’s becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless the cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing district.

2. **Progressive Discipline:**

The District shall follow “Step 1 – Discipline – Verbal or Written Warnings” prior to issuing “Step 2 Discipline – Written Reprimands,” but shall not be required to do so if the employee’s conduct justifies a Written Reprimand without a prior warning.

The formal discipline procedures set forth in “Step 3 – Formal Discipline – Suspension Without Pay” and “Step 4 – Formal Discipline – Termination” will be used only if the District has progressed through either “Step 1 – Discipline – Verbal or Written Warnings” or “Step 2 – Discipline – Written Reprimands,” except for conduct which is of such a nature that it injures or threatens to injure the safety of pupils, employees, or others, or as otherwise required or provided by law or for conduct that negatively impacts District liability, and/or violates board policies or administrative regulations resulting in serious misconduct by the employee

A. Step 1 – Discipline Verbal or Written Warnings

At the time a Verbal or Written Warning is given, the site principal or immediate supervisor shall discuss and clarify the specific violation, act, and/or omission with the employee. The employee shall be given clear direction as to the District’s expectations and requirements for improvement. These verbal and written warnings can be reduced to writing but shall not be entered into the employees personnel file and

they may be maintained confidentially by the site principal or immediate supervisor.

B. Step 2 – Discipline Written Reprimands

If the conduct warrants a written reprimand or if an employee repeats the specific violation, act, and/or omission for which a Verbal or Written Warning has been given, or fails to take the required pro-active corrective measures, or commits a separate violation, act, and/or omission then the site principal or immediate supervisor shall administer a Written Reprimand to the employee which shall be entered into the employee's personnel file. If a Verbal or Written Warning had previously been issued, the Verbal or Written Warning shall be attached to the Written Reprimand and also placed in the employees personnel file.

Two years from its effective date, and upon written request from the employee, written reprimands in the employee's personnel file shall be sealed. The sealed reprimand shall only be accessible to the employee, Superintendent, and Assistant Superintendent of Human Resources.

C. Step 3 – Formal Discipline – Suspension Without Pay

If an employee repeats a specific violation, act, and/or omission for which a Verbal or Written Warning and/or Written Reprimand has been given, or fails to take the required pro-active corrective measures, or commits a separate violation, act and/or omission that warrants skipping to "Step 3 – Formal Discipline – Suspension Without Pay," then the Superintendent or his/her designee may recommend appropriate discipline up to and including a fifteen (15) day suspension without pay. Suspensions without pay shall only occur after due process rights are provided as outlined in section 3 below.

D. Step 4 – Formal Discipline – Termination

If an employee repeats a specific violation, act, and/or omission for which progressive discipline as outlined above was given, the District may then recommend termination. Cases in which the district recommends termination without engaging in progressive discipline shall only be for

serious misconduct for which the District could not reasonably be required to engage in progressive discipline. Terminations shall only occur after due process rights are provided as outlined in section 3 below.

3. When the District seeks the imposition of any **formal disciplinary action under Step 3 or 4 above**, notice of such discipline shall be made in writing and served in person or by registered mail upon the employee. The notice shall indicate:
 - A. The specific charges against the employee which shall include times, dates, and places of chargeable actions or admissions the penalty proposed; and
 - B. A copy of any notice of discipline shall be delivered to the Association representative after service on the employee.
 - C. **The need to review footage of any security camera where employee discipline may arise must be triggered by a written or verbal incident report or at the employee's request. The verbal incident shall later be documented.**
4. Emergency Suspension:
 - A. Emergency situations can occur involving the health and welfare of students or employees. If the employee's presence presents a clear and present danger to the life, safety, or health of any student or employee or themselves as determined by the District, the District may immediately suspend or relieve from duty the employee for three (3) days.
 - B. During the three (3) days, the District shall serve notice and a statement of facts upon the employee who shall be entitled to respond to the factual contentions supporting the emergency.
5. Appeal Procedures:
 - A. When a notice of Disciplinary action has been served on a bargaining unit member, they shall have the right to request a skelly hearing the employee may elect to appeal to the Skelly Officer.
 - B. If the employee is not satisfied with the decision resulting from the Skelly Hearing, the employee and the Association representative may elect to appeal to the Governing Board at its next regularly scheduled meeting. The employee shall have the choice to have the Board hearing in open or closed session. At this meeting,

the employee may present testimony, witnesses, and any other materials and also be represented by his/her representative.

C. The Board shall, within five (5) days of such hearing, deliver to the employee and his/her representative their decision in writing.

6. Disciplinary Settlements:

A proposed disciplinary action may be settled at any time following the service of notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be granted a reasonable time to have the Association representative review the proposed settlement before approving the settlement.

A. Disciplinary action should be handled in a confidential manner with the employee.

ARTICLE XXIV:

RECLASSIFICATION

1. **Definition:** Reclassification shall mean the redefining of a position to account changes in duties, responsibilities or work that alters the nature of the classification of the position.
2. **Timing of Requests for Reclassification:** All reclassification requests shall be **submitted on the District form (which is on the District website under staff resources) and shall be** received electronically in Human Resources no sooner than November 1st and no later than 4:00 P.M. on November 30th of each year. Human Resources shall forward an electronic copy of each reclassification request to the CSEA Chapter President no later than December 10th of the same year.
3. **Contents of Request:** A reclassification request shall contain **all of the following items (except ‘f’ which is strongly recommended but not required):**
 - a. **A letter from the employee explaining, in detail, their justification for the reclassification.**
 - b. An unmodified current job description; and
 - c. A complete list of new additional duties and the estimated amount of time spent daily performing each duty; and
 - d. The current and proposed salary ranges; and
 - e. Any other relevant information and data justifying the request.
 - f. **A letter from the employee’s immediate supervisor stating his/her recommendation and reasons for the recommendation (preferred but not required and will not invalidate the request).**
4. The District and the CSEA Reclassification Committee shall meet to negotiate proposed change(s) and salary modification(s) no later than the last day in February of the school year during which the request was submitted.
5. The decision of the District and CSEA Reclassification Committee shall be final. Notice of the determination shall be provided to the employee by the District. An approved reclassification will be effective July 1st of the school year following which the request was submitted.
6. If any employee applies for a reclassification, then they are prohibited from applying for a reclassification in the following year.

7. **The Association and the District shall have the right to designate four (4) employees who shall be given reasonable release time to serve on the Reclassification Committee.**

ARTICLE XXV:

MISCELLANEOUS PROVISIONS

1. The district shall provide limited protection for an employee's vehicle against acts of vandalism while such vehicle is on or near any site where the employee is on duty as an employee of the district.
 - A. A maximum of one thousand dollars (\$1,000.00), or the actual cost of the damage if less than one thousand dollars (\$1,000.00), will be paid on any single incident vandalism claim.
 - B. Claims may not be paid from this fund if the employee's insurance covers the loss.
 - C. An employee shall complete a district vandalism report form and submit it to his/her immediate supervisor by the end of the school day following the day the vandalism occurred along with a copy of a police report. The supervisor shall then submit the form to the superintendent **or designee**.
 - D. The superintendent or his/her designee shall rule on the approval/disapproval of each claim.
2. Tax/Retirement Liability. Neither the District nor CSEA make any representation or warranty with respect to the tax or retirement consequences of this Agreement, including but not limited to whether service or specific forms of compensation are creditable for retirement purposes. The unit members shall be responsible for their own tax and retirement planning.
3. The District agrees to establish a Section 125 Plan for purposes of premium conversion, dependent childcare, and out-of-pocket medical expenses. All costs associated with the implementation and operation of the Section 125 Plan will be paid by the participating employees.
 - A. Enrollment in the premium conversion portion of the Section 125 Plan is considered an automatic election to pay for those premiums with pre-tax dollars, unless the employee affirmatively elects to pay for the cost of coverage with post-tax dollars. To exercise the right to pay for the cost of premiums with post-tax dollars, the employee must file a written election by completing the Premium Only Plan Enrollment Form with a post-tax payment election and deliver all copies of the original form to the district office payroll department.

4. Dress and Grooming

School shall be a place where the best possible educational environment shall be created and maintained. Since staff serve as role models, he/she should maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming. Staff shall wear clothing that demonstrates his/her high regard for education and presents an image consistent with his/her job responsibilities.

Examples:

PROFESSIONAL	UNPROFESSIONAL
Slacks, dresses, skirts, suits, leggings worn with the appropriate clothing	Revealing attire, halter tops, bare midriff, see-through outfits, tube tops, spandex tops, jogging suits, sweat pants, Shorts, Short shorts, bicycle shorts, spandex shorts, running shorts or any attire shorter than 4” above the knee
Shirts, shirts with ties, polo shirts, blouses, sweaters	Shirts with cigarette ads, alcohol ads, inappropriate writings or messages. Revealing tops, including halter tops, shirts with straps less than 1 inch, bare-midriff or bare-back clothing, see through outfits, off-the-shoulder attire, fishnet clothing, bicycle, bustier, low-cut tops. Thermal or other underwear worn as outerwear
Blue jeans: Clean and in good repair.	Unclean, ragged or torn jeans where skin is exposed
Shoes: Tennis shoes, loafers, oxfords, pumps, flats, dress sandals, boots, wedges	Beach-type sandals, thongs, flip-flops

Exceptions for wearing shorts: Staff working in a PE class (including Locker Room Attendants) in an outside setting or participating in a schoolwide student activity dress-up day. Bus Driver’s may also wear shorts April 1st - October 31st of each school year to accommodate for heat.

Site administrators/managers shall be responsible for counseling with staff regarding professional standards of dress and grooming. After being counseled regarding failure to adhere to professional standards of dress and grooming, employees shall be responsible for adhering to those standards. Subsequent failure to adhere to professional standards of dress and grooming shall be cause for progressive discipline.

ARTICLE XXVI:

EFFECT OF AGREEMENT- DURATION

1. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District policies and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.
2. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.
3. Within one (1) month of ratification of this Agreement, the District will post all changes to the contract on the District web site. The District, upon request, will provide one printed copy to any classified employee. Each employee in the bargaining unit shall be notified by the bargaining unit of any changes agreed to by the parties of this agreement during the term of this agreement. Each new employee will be informed during orientation by the District of the availability of the contract on the web site and will be given a printed copy of the agreement if requested.
4. If any provision of this Agreement or any application thereof to any member is held by a court of competent jurisdiction to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
5. Term of agreement shall be July 1, **2025**, through June 30, **2028**, with reopeners on salary, **employee benefits** and two additional articles per side for the **2026-2027** and **2027-2028** school year. This agreement shall remain in full force until a successor agreement is reached.

Agreed **this third day of September 2025.**

For the District:

Sammy Adams
Dwain Hamilton
DA

For CSEA Chapter #218:

Theresa Wright
Tom M...

APPENDIX A: SALARY SCHEDULES 2025-26

**Classified Salary Schedule
2025-26**

Range	Job Title	Paid Days Includes Paid Holidays	A	B	C	D	E	F	G
1			18.36	19.64	21.02	22.49	24.06	25.75	27.55
2	Farm Maintenance Worker	260	18.91	20.23	21.65	23.16	24.79	26.52	28.38
	Food Service Worker (Cafeteria Helper II*)	195							
3	Food Service Utility Worker	195	19.48	20.84	22.30	23.86	25.53	27.32	29.23
	Clerical Pool Clerk	208							
4	Food Service Worker - Lead	195	20.06	21.47	22.97	24.58	26.30	28.14	30.11
	Aide - Adult School	198							
5	Computer Lab Aide	198	20.66	22.11	23.66	25.31	27.08	28.98	31.01
	Instructional Aide - Special Education	198							
	Sign Language Aide/Instructional Aide	198							
	Instructional Aide	198							
	Tutorial Supervision Aide	198							
	Instructional Aide - HW Lab	198							
	Child Care Aide	198							
6	Locker Room Attendant	205	21.28	22.77	24.37	26.07	27.90	29.85	31.94
	Switchboard/Receptionist	208							
	Farm Secretary	198							
7	School Media/Textbook Clerk	260	21.92	23.46	25.10	26.85	28.73	30.75	32.90
	Career Technician	198							
	Counseling Aide	208							
8	Attendance Clerk	198	22.58	24.16	25.85	27.66	29.60	31.67	33.88
	Counseling - Secretary I	228							
	Secretary - Special Education - Site	208							
	Groundskeeper	260							
	Custodian	260							
	Custodian Utility Worker	260							
9	Asst. Principal Secretary	228	23.26	24.88	26.63	28.49	30.48	32.62	34.90
	Counseling Secretary II	260							
	Technology Secretary	260							
	MOT Secretary	260							
	Transportation Clerk/Dispatcher	260							
	Job Developer	208							
10	Custodian/Bus Driver	260	23.95	25.63	27.42	29.34	31.40	33.60	35.95
	Groundskeeper/Bus Driver	260							
11	Account Clerk II	260	24.67	26.40	28.25	30.22	32.34	34.60	37.03
	ASB Account Clerk II/Banking Clerk	228							
	Work-Based Learning Coordinator	260							
	Principal's Secretary - Alternative Education	208							
12	Special Education Administrative Secretary	260	25.41	27.19	29.09	31.13	33.31	35.64	38.14
	Adult School Administrative Secretary	260							
	Adult School Clerk II	260							
	Lead Groundskeeper	260							
	Lead Custodian	260							
	Bus Driver	195							
13	Accompanist	198	26.17	28.01	29.97	32.07	34.31	36.71	39.28
	Vehicle Service Assistant/Bus Driver	260							
14	Payroll Clerk	260	26.96	28.85	30.87	33.03	35.34	37.81	40.46
	Warehouse/Purchasing Agent	260							
	Maintenance Worker	260							
	Facilities Maintenance Worker/Bus Driver	260							
	Maintenance Worker/Bus Driver	260							

Classified Salary Schedule
2025-26

15	Pool Maintenance Technician	260	27.77	29.71	31.79	34.02	36.40	38.95	41.67
	Secretary II - Superintendent	260							
	Health Service Aide (LVN)	198							
	Principal's Secretary	260							
16	Assessment and Accountability Coordinator	260	28.60	30.60	32.75	35.04	37.49	40.12	42.92
	Auto Mechanic	260							
	Bus Mechanic	260							
	Electrician	260							
	HVAC Technician	260							
	Technology Technician I	260							
	Data Analyst I	260							
Carpenter	260								
17	Accounting Specialist	260	29.46	31.52	33.73	36.09	38.62	41.32	44.21
18	FMOT Training Specialist	260	30.34	32.47	34.74	37.17	39.77	42.56	45.54
	Lead Mechanic	260							
19			31.25	33.44	35.78	38.29	40.97	43.84	46.90
20			32.19	34.45	36.86	39.44	42.20	45.15	48.31
21			33.16	35.48	37.96	40.62	43.46	46.51	49.76
22			34.15	36.54	39.10	41.84	44.77	47.90	51.25
23			35.18	37.64	40.27	43.09	46.11	49.34	52.79
24			36.23	38.77	41.48	44.39	47.49	50.82	54.37
25	Technology Technician II	260	37.32	39.93	42.73	45.72	48.92	52.34	56.01
	Data Analyst II	260							
26			38.44	41.13	44.01	47.09	50.39	53.91	57.69
27			39.59	42.36	45.33	48.50	51.90	55.53	59.42
SALARY SCHEDULE PLACEMENT									

A maximum of three (3) years prior work experience will be recognized for placement on the salary schedule. Any position not listed on this salary schedule will be paid at the current California Minimum Wage Rate. All other substitute workers are paid at Step A of the classification in which they are substituting.

MISCELLANEOUS PROVISIONS

Work year includes paid holidays. As of 7/1/2023, there are 15 paid holidays (June 19th and July 4th paid holiday only if employee is in paid status)

LONGEVITY BENEFIT

A \$75 per month longevity increment will be added to each employee's salary on the beginning of the eleventh (11th) year; \$150 on the beginning of the sixteenth (16th) year; and \$230 on the beginning of the twenty-first (21st) year of employment.

INSURANCE BENEFIT

For full-time employees, the District provides medical, dental, and vision insurance for the employee and eligible dependents.

RETIREMENT BENEFIT

The District will pay two (2.0%) percent of the employee's share for Public Employee Retirement System (PERS) contributions. When making salary comparisons this retirement benefit should be added to the listed salary or multiply the salary by 1.02 for an accurate comparison. Employees hired on or after January 1, 2013, will be responsible for paying the employee's normal contribution to PERS.

DATE OF PAYMENTS

The District will process salary payments in accordance with the Tulare County Office of Education Uniform Salary Payment Schedule.

**The Cafeteria Helper II (Range 1) position will be phased out as vacancies occur. The position will be replaced with the Food Service Utility Worker position.*

APPENDIX B: PARS SUPPLEMENTAL DEFINED CONTRIBUTION PLAN SUMMARY



**TULARE JOINT UNION
HIGH SCHOOL DISTRICT**

**PARS Supplemental
Defined Contribution Plan
Plan Summary**



INTRODUCTION

The Tulare Joint Union High School District (the "District") adopted the PARS Supplemental Defined Contribution Plan (the "Plan") effective July 1, 2014 to provide supplemental retirement benefits to eligible employees of the District.

ELIGIBILITY REQUIREMENTS

In order to be eligible to participate in the Plan, an employee must:

1. Be employed as a full-time Certificated or Certificated Management employee defined as twenty (20) or more hours per week; or a full-time Classified, Classified Management or Confidential employee defined as six (6) or more hours per day
2. Be hired on or after July 1, 2014

CONTRIBUTIONS

Employee Contributions:

No employee contributions are required or permitted under this Plan.

Employer Contributions:

The District will contribute three-thousand dollars (\$3,000) annually to the employee's Employer Contribution Account ("Account") for the first twenty (20) years of full-time service.

Years of full-time service is defined as follows:

- Period during which an employee is in paid status for at least 75% of the annual work days of the employee's position (10, 11 or 12 month position) during any given plan year. (For illustration purposes, an employee would have to be employed by the District on or before October 31st in order to complete at least 75% of the annual work days in that plan year.)
- Part-time service cannot be converted to full-time equivalent service.

Plan year is defined as the consecutive 12 month period beginning on July 1 and ending on June 30.

INVESTMENT EARNINGS

The District will make contributions on behalf of each eligible employee. Contributions will be invested as determined by the District and the assets managed by U.S. Bank and HighMark Capital Management.

Once an employee's Account balance reaches \$12,000, the employee may opt into the Participant Directed Investment (PDI) program through John Hancock Retirement Services. The employee will have 20 investment funds to choose from, including 9 LifeCycle Funds. With the PDI feature, the employee will have individual control over investments in his/her Account. Investment earnings will be credited to the employee's Account based on investment activity and will accumulate tax-free until retirement from the District and the distribution of his/her Account, if fully vested.

VESTING

Vesting refers to the employee's ownership of his/her Account. With the Plan, the employee is 100% vested in his/her Account upon meeting all of the requirements below:

1. Attainment of at least age fifty-five (55);
2. Completion of at least fifteen (15) years of full-time service with the District based on his/her most recent date of hire; and
3. Concurrent retirement from the District and his/her respective retirement system (STRS or PERS).

The employee/beneficiary becomes immediately 100% vested upon Permanent and Total Disability or death.



**TULARE JOINT UNION
HIGH SCHOOL DISTRICT**

**PARS Supplemental
Defined Contribution Plan
Plan Summary**

PUBLIC
AGENCY
RETIREMENT
SERVICES

PARS

TRUSTED SOLUTIONS. LASTING RESULTS.

If an employee does not meet the above vesting requirements, his/her Account balance shall be forfeited. Any amount forfeited shall be utilized to offset future Employer Contributions or to pay Plan administrative fees.

DESIGNATION OF BENEFICIARY

If the employee dies while employed at the District, the employee's Account balance will be distributed to his/her beneficiary. If the employee is married at the time of his/her death, his/her spouse/registered domestic partner is automatically his/her beneficiary. If the employee wishes to designate someone other than his/her spouse/registered domestic partner as his/her beneficiary, the employee must do so in writing and his/her spouse/registered domestic partner must sign a spousal consent. If the employee is unmarried at the time of his/her death, the employee's Account balance will be paid to his/her estate unless the employee has designated another beneficiary.

To designate a beneficiary, please contact the District's Human Resources Office for a Beneficiary Designation Form.

DISTRIBUTION OF BENEFITS

Eligibility for Distribution

The employee or his/her beneficiary will receive the employee's Account balance after his/her employment ends for any of the following reasons:

1. Retirement (and satisfying the vesting requirements)
2. Permanent and Total Disability
 - For purposes of this Plan, an employee shall be considered disabled if he/she suffered a work-related illness or injury while employed by the District and has met the disability requirements under his/her respective retirement system (STRS or PERS).
3. Death

Receiving your PARS Account Balance

When PARS is notified by the District of an employee's retirement and eligibility for benefits, appropriate distribution forms will be sent to the employee. It is the employee's responsibility to complete these forms and return them to the PARS office. Once PARS receives all correctly completed distribution forms, a distribution of the employee's Account will be made by U.S. Bank or John Hancock as soon as administratively possible.

DISTRIBUTION OPTIONS

The employee has the option of receiving his/her Account balance as follows:

1. Lump-Sum Payment*: a one-time lump sum cash payment.
2. Direct Rollover into a traditional IRA or to an eligible employer plan that accepts the rollover.
3. In lieu of the lump-sum payment, the employee may elect an alternative form of payment to be paid monthly.
Please contact PARS for more information.

*Subject to federal and state income tax withholding.

FOR ADDITIONAL INFORMATION

Questions regarding the Plan should be directed to the PARS Plan Enrollments Department at (800) 731-7884 or enrollments@pars.org.

PARS is not licensed to provide tax, accounting, investment or legal advice. You are urged to consult with appropriate professionals regarding the tax, accounting, investment management and legal implications of participating in the Plan.