

CLOVIS UNIFIED SCHOOL DISTRICT  
AND  
THE CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION CHAPTER 250

# COLLECTIVE BARGAINING AGREEMENT

Dates: July 1, 2023

thru

June 30, 2026

Clovis Unified School District  
1450 Herndon Ave.  
Clovis, CA 93611

# **Clovis Unified School District**

## **Governing Board**

**July 17, 2024**

Hugh Awtrey, President

Yolanda Moore, Vice President

Clinton Olivier, Clerk

David DeFrank, Member

Steven G. Fogg, M.D., Member

Deena Combs-Flores, Member

Tiffany Stoker Madsen, Member

### **Negotiation Team Members**

Roxanne Braswell – Chief Human Resources Officer

Barry Jager – Associate Superintendent, Human Resources and Employee Relations

Michael Johnston – Associate Superintendent, Administrative Services

Susan Rutledge – Assistant Superintendent, Business Administration

# **Operational Support Unit Negotiation Team Members**

## **Unit Representatives**

**Jorge Noyes-Gayton**

**Ramiro Noyes-Gayton**

**Stacey Christman**

**Steve Sargent**

**Estella Kessler**

**Lucas Long**

**Labor Relations Representative**

**California School Employees Association**

**Chapter 250**

# ***TABLE OF CONTENTS***

ARTICLE 1: AGREEMENT .....	2
ARTICLE 2: DURATION.....	2
ARTICLE 3: RECOGNITION .....	2
ARTICLE 4: ACKNOWLEDGMENT.....	4
ARTICLE 5: DEFINITIONS.....	5
ARTICLE 6: ASSOCIATION RIGHTS .....	5
ARTICLE 7: DUES DEDUCTION .....	9
ARTICLE 8: MANAGEMENT RIGHTS .....	10
ARTICLE 9: EMPLOYEE RIGHTS.....	12
ARTICLE 10: SAFETY CONDITIONS OF EMPLOYMENT .....	14
ARTICLE 11: LEAVES .....	14
ARTICLE 12: COMPENSATION .....	25
ARTICLE 13: TRANSFER PROCEDURES.....	32
ARTICLE 14: PROMOTIONS .....	34
ARTICLE 15: HOURS AND OVERTIME .....	35
ARTICLE 16: VACATION AND HOLIDAYS.....	40
ARTICLE 17: GRIEVANCE PROCEDURE.....	44
ARTICLE 18: EMPLOYEE EXPENSES AND MATERIALS .....	47
ARTICLE 19: LAYOFF AND REEMPLOYMENT.....	50
ARTICLE 20: TRANSPORTATION DEPARTMENT — “ASSIGNED HOURS” AND BUS ROUTE BIDDING SCHEDULE AND PROCEDURES FOR .....	52
ARTICLE 21: CONCERTED ACTIVITIES .....	55
ARTICLE 22: NON-DISCRIMINATION .....	55
ARTICLE 23: CONCLUSIVENESS OF AGREEMENT.....	56
ARTICLE 24: SUPPORT OF AGREEMENT .....	56
ARTICLE 25: COMPLETION OF MEET AND NEGOTIATION .....	57

**ARTICLE 1: AGREEMENT**

A. This is an Agreement made and entered into this (day) of July 1, 2023, between the Governing Board of the Clovis Unified School District (hereafter referred to as “District,” “Board,” “Governing Board,” or “the public school employer”) and the California School Employees Association and its Clovis Chapter 250 (hereinafter referred to as “Association”).

B. REOPENERS

During the 2024-2025 and 2025-2026 school years, both parties shall be allowed to reopen two (2) articles in addition to Article 12: Compensation.

**ARTICLE 2: DURATION**

This agreement shall remain in full force and effect from July 1, 2023, up to and including June 30, 2026.

**ARTICLE 3: RECOGNITION**

A. The District recognizes the Association as the exclusive representative of the Classified employees who are employed by the District in the following job classifications:

CAMPUS CATERING SERIES .....	Grade
Campus Catering Assistant Supervisor .....	13
Cook/Baker, SOS .....	13
Cook/Baker .....	11
Food Service Utility Worker SOS .....	08
Snack Bar Operator .....	04
Campus Catering Specialist .....	08
Campus Catering Assistant .....	03
MAINTENANCE SERIES .....	Grade
Building Maintenance Mechanic II .....	29

Electronic Systems Technician, Senior .....	29
Electronic Systems Technician .....	27
Building Maintenance Mechanic I .....	25
Building Maintenance Worker II .....	19
CAD Drafter.....	19
Building Maintenance Worker I.....	15
Maintenance Procurement Clerk.....	15
Pool Maintenance Worker II.....	13
CUSTODIAL SERIES.....	Grade
Small Engine Equipment Mechanic .....	13
Custodial Utility Worker.....	09
Custodian SOS .....	08
Custodian II.....	08
Athletic Equipment Attendant.....	08
Custodian I.....	06
Locker Room Attendant.....	06
GROUNDS SERIES.....	Grade
Environmental Safety Specialist .....	21
Grounds Structural Specialist.....	21
Skilled Groundskeeper Senior.....	19
Skilled Groundskeeper Mechanic .....	17
Skilled Groundskeeper .....	15

Groundskeeper II.....	13
Groundskeeper I.....	09
TRANSPORTATION SERIES.....	Grade
Vehicle Mechanic II.....	27
Vehicle Mechanic I.....	23
School Bus Driver II.....	13
Transportation Parts Clerk.....	04
School Bus Driver I.....	09
Vehicle Service Worker I.....	13
WAREHOUSE SERIES.....	Grade
Delivery Driver/Warehouse Worker.....	13
Shipping & Receiving Clerk II.....	11
Shipping & Receiving Clerk I.....	04

- B. New classifications created or positions added to classes shall be subject to negotiation between the Board and the Association to determine if they are to be included in the bargaining unit. Substitute workers are not to be included within the bargaining unit. Disputed cases may be submitted to the Governing Board and shall not be subject to the grievance procedures contained in this Agreement. Cases not resolved at the Governing Board level may be submitted to P.E.R.B.
- C. Both parties recognize the right of the other to petition P.E.R.B. to remove any listed classification from the bargaining unit.

**ARTICLE 4: ACKNOWLEDGMENT**

The association recognizes the Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board through the negotiations committee, the provisions of the

Public Employment Relations Act. The Association further agrees that it, its members and agents, shall not negotiate privately or individually

**ARTICLE 5: DEFINITIONS**

- A. “Classified employee” or “employee” refers only to those Clovis Unified School District classified employees in the operations support unit represented by the Association and certified by the P.E.R.B. as being represented by the Association. The job classifications for those employees are noted in Article III of this Agreement. Positions identified in Article III, Recognition, of this Agreement and that qualify for placement on the Operations Unit salary schedule are members of the Operational Support Unit, except for those exempt by state and/or federal statute or as mutually agreed upon by the parties to this contract.
- B. “Superintendent” refers to the Superintendent or his or her designee.
- C. “Voluntary demotion” is a demotion agreed to in writing by the employee and the District and with the Association promptly served notice in writing of the voluntary demotion.
- D. “Seniority” shall mean the length of continuous service with the District. Employees’ seniority is established as of the date of hire with the District.
- E. Seniority “Ties”
  - a. Seniority “ties” shall be broken by lottery within job classification.

**ARTICLE 6: ASSOCIATION RIGHTS**

**A. USE OF BUILDING AND GROUNDS:**

The Association may use the District’s building and grounds when such use does not interfere with school District operations. The Association shall comply with regular Governing Board policies governing such use. The Association shall provide the District with proof of liability insurance in the amount of one million dollars (\$1,000,000.00) naming the District, its officers, employees, and agents, providing coverage for any liability that might arise as a result of the Association’s use of and activities in and around the District’s buildings and grounds. The Association shall pay to the District any extraordinary costs incurred by the District related to utilities, security, clean-up, and any unusual wear or damage arising from the Association’s use of the District’s buildings and grounds. The Association need not provide proof of liability insurance when the Association uses



the District's buildings or grounds for a mutual purpose involving the District, specifically including collective bargaining or contract ratification meetings.

#### B. BULLETIN BOARDS

- a. The Association shall have the right to post notices on bulletin boards designated by the building principal/supervisor. Such bulletin boards shall be located in lunch or break areas utilized by unit employees or at sign-in locations for those employees who work at multiple sites.
- b. All materials posted on designated bulletin boards must contain the date of posting and the identity of the Association.
- c. A copy of such posting will be delivered to the Superintendent or designee at the time it is posted.
- d. Annually the Associate Superintendent, Human Resources or designee will send out notification to site/dept. administration to designate a bulletin board location. If a bulletin board needs to be relocated, CSEA will be contacted sufficiently in advance.

#### C. DISTRIBUTION OF MATERIALS

- a. The employee organization is authorized to utilize materials distribution system under the following conditions:
- b. Bulk materials will be directed to building and/or job site representative to distribute the materials.

#### D. ACCESS TO EMPLOYEES

- a. CSEA representatives shall have the right of access, upon notification, to the facility office and/or the District office, to areas where unit members work, for purposes of representing bargaining unit members (i.e., conduct grievance, complaint, and/or safety investigations; discuss work problems; etc.) Such access shall not interfere with the regular operation of the District and the ability of the employees to perform their duties. No employee may be required to engage in such communications or discussions unless they freely and voluntarily consent to do so. All representatives of CSEA shall report to the site or department administrator before visiting the premises of the school or District building. Duly authorized representatives of CSEA must be identified to the District by sending a letter to the Superintendent naming the representative and signed by an officer of the organization.

- b. CSEA representatives shall have the right to communicate with unit members, upon notification to the facility office and/or to the District office, to process grievances and/or provide other representation as necessary (i.e., disciplinary matters, work complaints, etc.). Other Association business/activities will be conducted outside established work hours or during unit member's designated working time, nor shall it interfere with the regular operation of the District and the ability of the employees to perform their duties. No employee may be required to engage in such communications or discussions unless they freely and voluntarily consent to do so. Representatives of CSEA shall report to the facility office before visiting the premises of the school or District building. Duly authorized representatives of CSEA must be identified to the District by sending a letter to the Superintendent naming the representative and signed by an officer of the organization.

#### E. RELEASE TIME

Authorized CSEA representatives shall receive an aggregate of 350 hours per year release time for the purpose of lawful Association business provided that, as soon as practicable prior to the release from duties, the designated representative shall inform their site supervisor. Requests for use of release time will be made in writing and filed sufficiently in advance to avoid disruption of District operations or as soon as possible.

#### F. CONTRACT DISTRIBUTION

The District will post the current version of the Agreement on the District's website, provide a QR code, and ten (10) copies to CSEA.

#### G. ANNUAL MEETING

The parties agree that members of District Administration and members of the CSEA Executive Board will meet annually. This meeting will be informational and shall not constitute negotiations.

#### H. NOTIFICATION

The District shall notify the Association when new employees included in the bargaining unit are hired. Such notification shall include:

##### 1. EMPLOYEE INFORMATION

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

- b. The District shall provide CSEA with contact information of newly hired employees within thirty (30) days of date of hire. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, if included in the District’s records, with each field in its own column.

i.	First name
i.	Middle initial
iii.	Last name
iv.	Suffix (e.g. Jr., III)
v.	Job title
vi.	Department
vii.	Primary worksite name
viii.	Work telephone number
ix.	Work extension
x.	Home street address (incl. apartment #)
xi.	City
xii.	State
xiii.	Zip code (5 or 9 digits)
xiv.	Home telephone number (10 digits)
xvii.	Employee ID
xix.	Date of hire (into the bargaining unit)

This information shall be provided to CSEA regardless of whatever the newly hired employee was previously employed by the District. In the event no one is hired in any particular month, the District shall send an email to CSEA confirming they did not hire any new staff that month.

2. Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members’ names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, subject to the same conditions and format of Section I (b).

I. NEW EMPLOYEE ORIENTATION

1. “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised

of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

2. The District shall provide CSEA mandatory access to its new employee orientations. To satisfy the ten (10) day's notice requirement of AB 119 for the new employee orientation, the District shall provide CSEA with a list of all monthly orientations by July 5<sup>th</sup> and January 5<sup>th</sup> of each school year, except for that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonable foreseeable.
  - a. In the event the District conducts a group orientation, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative, including the Chapter President or designee, to present information about CSEA at the orientation session. Said release time shall not be counted against the total release time elsewhere in the collective bargaining agreement. All orientation sessions shall be held on District property. The CSEA Labor Relations Representative may also attend the orientation session.
3. The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.

#### J. GRIEVANCE

Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be resolved in expedited binding arbitration with a mutually agreed upon selected arbitrator within thirty (30) days of the grievance filing.

#### ***ARTICLE 7: DUES DEDUCTION***

- A. The Association shall have the sole and exclusive right to District payroll deduction for membership in the bargaining unit. The District shall pay said deducted dues to the Association within a reasonable time thereafter.
- B. The District shall deduct membership dues, in accordance with the Association dues schedule, from the wages of employees in the unit who are members of the Association on the effective date of this Agreement and who have submitted written dues authorization forms approved by the District. Similarly, the District shall deduct membership dues from the wages of employees in the unit who become members of the Association after the effective date of this Agreement and who have submitted written dues authorization forms approved by the District. The District shall notify the Association if a unit member revokes a dues deduction authorization by transmitting a copy of the revocation notice with the monthly dues deduction warrant.

- C. The CSEA agrees to indemnify, defend, and hold the District harmless against any claim or suit instituted against the District arising from its compliance with the provisions of this Article.
- D. CSEA shall provide the District with notification of any increase at least sixty (60) days prior to the increase. CSEA will also provide the District with a copy of the notification increase which CSEA has sent to all classified employees concerned.

***ARTICLE 8: MANAGEMENT RIGHTS***

It is not the intention of the parties, in setting forth the provisions reserved to the Governing Board, to detract or diminish in any way the rights of the Association or of its members as expressly set forth elsewhere in this Agreement.

- A. All matters not specifically enumerated as within the scope of negotiations or the consulting rights of the Association in Government Code 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:
  - 1. The legal, operational, geographical, and organizational structure of the District, including the chain-of-command, divisions, and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
  - 2. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes, and debt, and all means and conditions necessary or incidental to the securing of same including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedure, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control, and policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
  - 3. The acquisition, disposition, number, location, types, and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements the personnel, work, service, and activity functions assigned to such properties;
  - 4. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency, and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools

to be used in connection with such services, the subcontracting of services to be rendered and functions to be performed, including educational services unable to be performed by unit members, support, construction, maintenance, and repair services subject to provisions and conditions of the California Education Code;

5. The utilization of personnel not covered by this Agreement, including but not limited to consultant, supervisory or managerial personnel, to do work which is normally done but unable to be performed by unit members covered hereby, and the methods of selection and assignment of such personnel. When the district utilizes personnel pursuant to this provision, it will notify CSEA Chapter President or designee within a reasonable time. (e.g. seven working days).
6. The policies, procedures, objectives, goals, programs, records, health, conduct, discipline, racial, and ethnic balance, purchase of equipment, and all other issues relating to custodians, maintenance workers, food service workers, transportation workers and drivers, and groundskeepers;
7. The selection, direction, promotion, discipline of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the determination as to whether, when and where, there is a job opening;
8. The job classifications and the content and qualifications thereof;
9. The dates, times, and hours of operation of District facilities, functions and activities;
10. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment;
11. The rules, regulations, and policies for all unit members, students and the public, subject only to clear and explicit limitations contained in this Agreement.

B. In addition to its statutory reserve rights, the District also retains within its sole discretion all rights and powers not expressly limited by the clear and explicit language of this Agreement, including but not limited to the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

C. Staffing patterns.

1. The administration of all employee health and benefit plans, including the selection of all carriers of health and benefit plans, and the manner of methods of finding such plans.
2. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

3. Any dispute arising out of, or in any way connected with either the existence of, or the exercise of any of the -described provisions in Article 8, or any other rights of the District not limited by this Agreement, shall not be subject to the grievance provisions set forth in Article 17.

## **ARTICLE 9: EMPLOYEE RIGHTS**

### **A. PROBATIONARY PERIOD**

1. Persons who are a part of the classified service will serve a probationary period that shall not exceed six (6) months or one hundred thirty (130) working days of paid service, whichever is longer, in a regular position as defined by Education Code 45101©, at which time they shall be designated a permanent employee. “Working days” shall mean days on the job, not counting leaves or any absences.

### **B. EVALUATIONS**

1. Each classified employee shall be evaluated by the individual assigned this responsibility by the Superintendent or designee. Evaluation forms that the District staff use must be consistent in scoring methods and performance appraisal criteria (appendix 2). Permanent employees shall be evaluated formally at least annually.
2. Probationary employees shall be formally evaluated at least two times. The first evaluation shall occur on or before the seventieth (70) working day of the probationary period and the second evaluation shall occur on or before the hundred and tenth (110) working day of the probationary period.
3. Copies of evaluations shall be made a part of each classified employee’s permanent personnel file with the District.
4. Each evaluation shall be signed by the supervisor making the evaluation and by the classified employee. The employee’s signature acknowledges that the employee has seen and discussed the report and does not necessarily imply agreement with the conclusions of the supervisor. Each classified employee shall receive a copy of their evaluation.
5. Each bargaining unit member has the right to attach an explanation or rebuttal to the evaluation which shall become a permanent part of the evaluation.
6. No evaluation of any employee shall be placed in the employee’s personnel file without an opportunity for discussion between the employee and the evaluator. If the evaluator anticipates a substandard (1) or marginal (2) rating on the employee’s evaluation, the employee will be provided timely feedback prior to the employee’s evaluation. If an evaluation requires an action plan, the Supervisor shall include instances of substandard or marginal performance and

recommendations for improvement. The employee shall have the right to review and respond to any evaluation in accordance with procedures outlined in Section C.2 of this article.

7. A standard evaluation form shall be provided by the District and shall be used for recording the evaluations. The District and CSEA will work collaboratively if the need arises to make any changes to the evaluation forms attached as Appendix 2 of this Agreement for the information of classified employees.
8. The employee may complete a self-evaluation form; however, this self-evaluation is optional.

#### C. PERSONNEL FILES:

1. The personnel file of each employee shall be maintained at the District's Human Resources Department. Employees shall be provided with written copies of any derogatory material ten (10) days before it is placed in the employee's personnel file, and such material shall be signed and dated by both parties. In the event an employee will not sign, a witness may attest that the opportunity was afforded. "Derogatory material" is defined as documents containing negative information; "derogatory material" does not include evaluation documents.
2. The employee shall be given an opportunity, during normal working hours, and without loss of pay, to initial and date the material. The employee shall be given reasonable time to prepare a written response to such material. The written response shall be included in their electronic employee file.
3. In the event any letter of reprimand or derogatory material against an employee is proven to be without substance by an official or body having the final judicial authority, the materials shall be expunged from the personnel file.
4. A classified employee may, upon request, review materials in their personnel file. Such review shall take place during normal business hours, but not during employee's duty time. (Normal business hours are defined as those hours that the District's Central Administration is open for business. Duty time is defined as an employee's hours of assignment. Lunch hour is not considered duty time.) Privileged information such as confidential papers and confidential statements submitted as part of application procedures, including rating reports or records which were obtained prior to the employment of the person involved, shall be removed by the Associate Superintendent, Human Resources or designee from the file prior to a review of the file by the employee.



5. All personnel files shall be kept in confidence and shall be available for inspection to other employees of the District only when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such a log and the employee's personnel file shall be available for examination by the employee or their CSEA representative if authorized by the employee. The log shall be maintained in the employee's personnel file.

#### ***ARTICLE 10: SAFETY CONDITIONS OF EMPLOYMENT***

- A. Safety of pupils and classified employees is of the utmost concern to the District. The District shall attempt to comply with the provisions of the California State Occupational Safety and Health Act regulations within the general industry and construction industry standards, where applicable.
- B. The District will provide bargaining unit members with safe working conditions.
- C. Every employee has the responsibility to submit a written report on a District provided form to his/her supervisor or, in the supervisor's absence, to the Manager, Risk & Benefits or designee, concerning any unsafe working condition. No employee shall in any way be discriminated against as a result of such reporting.
- D. The Manager, Risk & Benefits or designee, shall report back to the employee who filed the report as soon as possible, regarding the conclusions and/or recommendations to correct the unsafe working condition, if any. Any conclusion or recommendation of the Manager, Risk & Benefits shall not be subject to the grievance procedure of this Agreement. The provisions for this written statement shall not be deemed to contravene other working review provisions of State law, which are outside the scope of this Agreement.
- E. OSHA/CalOSHA – Compliance and safety information posters will be visible and posted in all breakrooms in accordance with the law.

#### ***ARTICLE 11: LEAVES***

- A. LEAVES - In General
  1. Any classified employee who applies for and is granted leave for reasons other than those specified by the Agreement shall not receive any salary from the District covering the period of such leave.

2. An employee on District approved unpaid leave may continue health and welfare benefits at the employee's option and expense.

## B. BEREAVEMENT LEAVE

1. District employees are entitled to three (3) days paid bereavement leave or five (5) days paid if out-of-state travel is required upon the death of the following members of the immediate family: mother, mother-in-law, father, father-in-law, daughter, son, brother, sister, spouse, son-in-law, daughter-in-law, grandmother, grandfather, grandchild of employee or spouse, grandmother or grandfather of spouse of the employee, stepparent and stepchild of the employee or spouse, domestic partner, or any relative living in the immediate household of the employee.
2. Such leave will not be charged against the employee's accumulated sick leave. Bereavement leave may be extended under personal necessity leave provisions.
3. The bereavement leave shall be completed within three months of the date of the death of the family member.
4. All classified employees are further entitled to one (1) day of the Bereavement Leave for attendance at the funeral of the following second degree relatives: former spouse, stepsister, stepbrother, foster parent, uncle, aunt, first cousin, sister-in-law, brother-in-law, niece or nephew.
5. Classified employees shall be required to contact their immediate supervisor or department office prior to the start of their regular work shift to request Bereavement Leave. Failure to do so may result in ineligibility for paid leave.
6. Verification of Bereavement Leave upon return from leave; members of the bargaining unit shall be required to complete an appropriate absence report provided by the District and provide such proof of eligibility for Bereavement Leave benefits as may be required by the District.

## C. SICK LEAVE

1. Sick Leave shall be granted only under the following conditions:
  - a. Classified employee's own illness or injury;
  - b. Employee's medical disability.
2. Classified employees shall be entitled to sick leave without loss of pay at a rate of one working day per full month worked. That is, every classified employee who is employed on a full-time, five (5) day a week, twelve (12) months per year basis, shall be entitled to twelve days leave of absence for illness or injury per fiscal year without loss of pay. All classified employees

employed less than five (5) full days per week and/or less than twelve (12) full months per year shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days as the number of days he/she is employed per week bears to five (5) or that number of months bears to twelve (12). If such classified employees are employed on less than eight (8) hours per day basis, they shall be entitled to the proportion of the full allowance as the number of hours per day they are employed bears to eight (8) or as otherwise provided by law.

3. Sick leave is a benefit and is allowed only for verifiable illness of the classified employee or as provided under Personal Necessity Leave. In the event of any absence, including absence for illness, the employee is required to call their immediate supervisor or the District Human Resources Department if their immediate supervisor cannot be reached, to advise them of the absence. Whenever possible, any classified employee intending to be absent, or who is actually absent because of illness or injury, should notify their supervisor, or the District Office if their supervisor is not available, of the time the employee expects to return to work.
4. If an employee does not take the full amount of leave allowed in any year under Article 11, Section C.2, the amount not taken shall be accumulated from year to year with no limitation.
5. When a classified employee is absent from duty on account of illness or accident for a period of five (5) months or less, and has exhausted all available leave, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due them for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill their position during the absence. (Ed. Code 45196 and CUSD Board Exhibit 4151.1(2)).
6. Employees shall report all absences from work (including, but not limited to, illness, school business, family emergency, personal necessity, on-the-job injury, personal business, and vacation) online or by telephone in the automated system. The automated reporting system is a computer based interactive response system that operates 24 hours per day, seven (7) days per week. Absences may be reported up to 90 days in advance for a planned absence. The automated system does not replace contacting the employee's supervisor when absent or any other established pre-approval process.
  - a. Upon receipt of the reported absence, the automated system will locate a substitute if one is required for the position.

- b. Instructions for reporting absences in the automated system are available through the Human Resources Department. The employee will either report their absence in SEMS by midnight on the day of the absence or for situations beyond the employees control, they may contact their immediate supervisor to input the absence within three working days of returning to work.
  - c. A classified employee may be required to provide proof of illness or injury by obtaining a certified statement from their licensed physician. At the request of the immediate supervisor and upon the approval of the Associate Superintendent, Human Resources and Employee Relations, the District may require an employee to furnish proof of illness for any number of days of absence under this section. Such verification may be required where the District feels the employee has abused the use of sick leave.
- 7. District may request from an employee a physician's release to return when an illness or injury extends beyond five (5) days. Any charge for physician's confirmation of the employee's claim or request must be borne by the employee.
  - 8. Probationary classified employees of the District shall not be eligible to take more than six (6) days paid sick leave, prior to earning that amount of sick leave, or the proportionate amount of paid sick leave to which they may otherwise be eligible.
  - 9. For donated sick leave guidelines please refer to Board Policy 4161, 4261, 4361.

#### E. LEAVE FOR PREGNANCY DISABILITY

- 1. Unit members are entitled to use sick leave as set forth in the sections of the Agreement concerning sick leave above for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leave of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and date on which the duties are to be resumed, shall be determined by the unit member and unit member's physician.
- 2. Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery there from when sick leave as set forth in the sections of the Agreement concerning sick leave have been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician.

3. The Unit member on leave for pregnancy disability shall be entitled to return to the same position held at the time the leave commenced.

## F. FAMILY MEDICAL LEAVE

### 1. Family Medical Leave under California and Federal Acts

An eligible employee shall be entitled up to 12 work-weeks of unpaid job-protected leave within a rolling 12 month period (pro-rated for part-time employees) for family and medical reasons under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991 (“family medical leave”).

This subdivision (E.1.) shall be interpreted in accordance with these Acts and their regulations.

- a. An employee is eligible if he or she has been employed by the District for at least 12 months and has provided service at least 1250 hours over the previous 12 months;
- b. Family medical leave shall be available for the following purposes:
  - Birth of the employee’s child;
  - Placement of a child with the employee for adoption or foster care;
  - Care for the employee’s child, spouse or parent with a serious health condition;
  - The employee’s own serious health condition that keeps the employee from performing his or her job function.
  - *Leave taken under b. (3) and b. (2) above must be completed within one year of the birth, adoption or foster care placement of the child.*
  - Family medical leave will run concurrently with other paid and unpaid leave if the reasons for the leave meet the requirements of family medical leave. An employee shall substitute accrued vacation and other paid leave in place of his/her family medical leave entitlement.
  - Intermittent or reduced scheduled leave will be permitted when medically necessary or as otherwise authorized by the District.
  - An employee may be required to provide medical certification whenever a serious health condition of the employee or his or her family member is the reason for the leave. A second or third medical opinion may be required regarding the employee’s serious health condition at the District’s expense. In certain circumstances, the employee may be

required to provide recertification of his or her serious health condition (e.g., when the duration and/or need for the leave is uncertain). Failure to obtain medical certification when necessary may delay the granting of the leave request until such certification is provided.

- An employee must provide 30 days advance written notice to the Associate Superintendent, Human Resources and Employee Relations, of the desire or need for the leave. If the need for the leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of leave.
- An employee taking family medical leave will continue to participate in the District provided health plan under the same terms and conditions, including plan benefits provided for family members and other dependents, which applied prior to the first day of the employee's leave. Co-payment requirements which applied before the leave shall continue to apply during the leave. If the employee fails to return from the leave for any reason other than the recurrence or continuance of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage.
- An employee on family medical leave for his or her own serious health condition is required to provide a fitness-for-duty certificate from his or her physician before he or she will be reinstated to employment.
- An employee returning within the approved leave period will be reinstated to the same or equivalent position. Failure to return within the approved leave period will constitute an abandonment of position upon which the employee's guaranteed reemployment will be forfeited unless otherwise agreed by the District. Upon such forfeiture, the employee shall be terminated for cause (unexcused absence and/or abandonment of position) unless a resignation is received from the employee voluntarily terminating employment or an extension of leave is requested and granted by the District. The position held by the employee on leave may be filled by a substitute or short-term employee until the employee on leave is reinstated.

## 2. Personal/Family Emergency Leave: Parental Leave

Upon the approval of the District, an employee may take an unpaid leave of absence for a maximum of one year, including the 12 work-week family medical leave described in Article

11, Section E.1., where applicable, for (1) personal and family emergencies, and (2) parental leave after the birth of an employee's child, an adoption, or foster care placement of a child with an employee.

- a. Leaves for personal and family emergencies constitute leaves in which an employee is compelled to be absent from duties due to a personal or family emergency that is considered to be of such a personal nature to render the employee unable to perform his or her job functions. Reasons for such a leave include, but are not limited to, illness of a member of the family or close relative, need for the presence of the employee out of the area for legal purposes, accident, head of household responsibilities or quarantine.
- b. Health benefits identified in subdivision Article 11, Section E.1.g, above, will not apply to a leave of absence which (1) does not qualify for family medical leave as defined in Article 11, Section E.1 or (2) exceeds the 12 work-week entitlement of family medical leave.
- c. An employee may terminate a leave of absence under this subdivision and return to work by providing the Associate Superintendent of Human Resources and Employee Relations written notice of this intent. The employee shall return to active employment in the same or equivalent position within 10 days after receipt of the written notice.

#### G. PERSONAL NECESSITY LEAVE

1. Up to seven (7) days of sick leave for each fiscal year may be used by classified employees for certain reasons. Such leave is limited by:
  - a. Death of a member of the classified employee's immediate family (in addition to Bereavement Leave).
  - b. Accident involving the classified employee, or their property, or the person or property of a member of their immediate family. Immediate family means any of the following members of the classified employee's family: mother, mother-in-law, father, father-in-law, son, brother, sister, son-in-law, daughter, daughter-in-law, grandmother, grandfather, grandmother or grandfather of the spouse of the employee, grandchild of the classified employee, or any relative living in the immediate household of the classified employee.
  - c. Appearance in court as a litigant or witness under authorized court subpoena or other court order of a court of competent jurisdiction. A copy of the court subpoena or order must be submitted by the classified employee to the District Office upon the day of the return of the classified employee.

- d. A serious illness of a member of the immediate family of the employee, if of such nature that the employee cannot reasonably be expected to disregard it.
  - e. Attendance at the funeral of a very close personal friend.
  - f. Natural calamity or occurrences so severe that an employee cannot reasonably be expected to travel, or is prevented from traveling to their job either in personal or common carrier conveyance.
  - g. Adoption of a child pursuant to law.
  - h. Attendance at a high school graduation, a college or university, or their related institution for the orientation, awards ceremony, and graduation of a son or daughter.
  - i. Attendance for the preparation and participation in a marriage ceremony for oneself or for a son or daughter.
  - j. Attendance at any school related activity for members of the immediate family, including grandchildren.
  - k. Such other reasons as may be prescribed by the Governing Board.
2. It shall be the discretion of the District to determine whether a classified employee's reason for this leave correctly falls within the category of personnel necessity leave. If the District determines the classified employee's request for personnel necessity leave does not correctly come within the above-listed category, it shall not be granted. If the District denies the request, the employee may submit the decision to the grievance procedure.

#### H. JURY DUTY

1. An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay.
2. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.
3. The classified employee shall show to their immediate supervisor the request from the court to appear for jury duty upon the classified employee's receipt of their document.
4. The classified employee shall bring a written statement from the court verifying each day that the classified employee is away from the District on jury duty.
5. Classified employees required to report for jury duty service will be excused from work for a like number of hours, plus travel time. An employee whose regularly assigned shift commences at 2:20 p.m. or after shall also be excused for a like number of hours plus travel time, if jury duty exceeds two (2) hours.



## I. STUDY OR RETRAINING LEAVE

1. The Governing Board, upon application by a classified employee, may at its discretion grant any classified employee a leave of absence not to exceed one year for the purpose of permitting study by the classified employee or for the purpose of retraining the classified employee to meet the changing conditions within the District. The Governing Board may provide that such a leave of absence shall be taken in separate six (6) month periods or in any other appropriate periods, rather than for a continuous one-year period.
2. Prior Service Required:
  - a. No leave of absence shall be granted under this article to any classified employee for study purposes who has not rendered service to the District for at least seven (7) consecutive years, or for retraining purposes for at least five (5) consecutive years preceding the granting of the leave, and no more than one such leave of absence shall be granted in each seven or five year period respectively. The Governing Board may prescribe standards of service which shall entitle the classified employee to the leave of absence only upon fulfilling these standards.
3. Agreement on Services and Compensation during Leave:
  - a. Every classified employee granted a leave of absence pursuant to this article may be required to perform such services during the leave as the Governing Board may require. The classified employee shall receive such compensation during the period of the leave as the Governing Board shall set which compensation shall not be less than the difference between the salary of the employee on leave and the salary of a substitute employee in the position which the employee held prior to the granting of the leave. However, in lieu of such difference, the Board may pay one-half of the salary of the employee on leave or any additional amount up to and including the full salary of the employee on leave. The Governing Board will also determine whether the classified employee will be entitled to participate in any of the District insurance and other fringe benefit programs.
4. Manner of Paying Compensation during Leave:
  - a. Compensation granted by the Governing Board to the classified employee on leave may be paid in two equal annual installments during the first two years of service rendered in the employ of the Governing Board following the return of the classified employee from the leave of absence. The compensation shall be paid to the classified employee in the same manner as if the classified employee were working for the District, upon the furnishing by the classified employee of a suitable bond indemnifying the Governing Board against loss in the event the employee fails to render at least two years service in the employ of the

Governing Board following the return of the classified employee from the leave of absence. Any actual salary received by the classified employee on study or retraining leave shall be subject to normal deductions for retirement purposes. The bond shall be exonerated in the event that a failure of the classified employee to return and render two years services is caused by death, or in the Governing Board's opinion, adequate physical or mental disability of the employee. If the Governing Board finds, and by resolution declares, that the interests of the District will be protected by the written agreement of the classified employee to return to the service of the District and render at least two years of service therein following his return from the leave, the Governing Board in its discretion may waive the furnishing of the bond and pay the classified employee on leave in the same manner as though a bond is furnished.

5. Reimbursement for Tuition Fees to Permanent Classified Employees:
  - a. The Governing Board may in its complete discretion decide to grant reimbursement of the costs, including tuition fees, to any permanent classified employee who satisfactorily completes approved training to improve his job knowledge, ability, or skill. Programs eligible for such reimbursement shall include but not be limited to, courses of study at approved academic institutions, seminars, and training institutes conducted by recognized professional associations, conferences, meetings, and such other training programs as are designed to upgrade the classified service and to encourage retraining of employees who may otherwise be subject to layoff as the result of technological changes. Provisions of this section shall not apply to any classified employee who is receiving training and is eligible for reimbursement by any other governmental agency, organization, or association.
6. The granting or not granting of study or retraining leave is strictly within the discretion of the Governing Board. The rules, terms, and type of program of a study or retraining leave shall be determined by the Governing Board. The District shall establish a means of verifying the participation of the classified employee on study or retraining leave. Transcripts or other evidence of the approved program shall be submitted to the Associate Superintendent, Human Resources and Employee Relations within sixty (60) days of the classified employee's return to duty.
7. Applications for study or retraining leave must be submitted to the classified employee's immediate supervisor prior to March 1 of the year proceeding the fiscal year in which the leave will begin. A planned program must be submitted by the classified employee with their application for study or retraining leave.

8. The Board may terminate a study or retraining leave granted to any classified employee and recover any or all compensation granted to the classified employee if the classified employee fails to comply with the provisions of this agreement related to such leaves or any reasonable requests made by the Board.

#### J. MILITARY LEAVE

Members of the bargaining unit shall be granted any military leave to which they are entitled, under law, as classified school employees. Employees shall be required to request military leave in writing and, upon request, to supply the District with “orders” and status reports.

#### K. EMPLOYEE ABSENCES

The District and Association agree to suspend Board Administrative Regulation No. 6602.

#### L. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

1. In addition to any other benefits that an employee may be entitled to under the Worker’s Compensation Laws of this state, employees shall be entitled to the following benefits:
  - a. An employee suffering an injury or illness arising out of an incident in the course and scope of their employment shall be entitled to leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
  - b. Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker’s Compensation Laws, exceed the normal wage for the day.
  - c. 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, they shall be entitled to use only so much of their 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.
  - d. Any time an employee on Industrial Accident or Illness Leave is able to return to work, they shall be reinstated in their position without loss of pay or benefits.
  - e. In the event of job-connected illness or injury, the District reserves the right to designate the physician, surgeon or other medical/hospital services which are required, except where the employee has designated a personal primary care physician. When the District requires

verification of such illness or injury by a designated physician or institution, the District will pay the charges so incurred.

M. Medical Transfers:

- a. The District may give alternate work when alternate work is available to an employee who has become medically unable to satisfactorily perform their regular job class duties. The alternate work may constitute promotion, demotion, or transfer.

N. Interactive Dialogue:

- a. An Interactive Dialogue may take place when an employee has met one of the following as deemed by a medical professional within the Mandated Provider Network (as defined on <https://www.cusd.com/WorkersCompensation.aspx>):
- b. Employee may exhaust all available leave and is being placed on the 39-month rehire list.
- c. Employee has been deemed to be at Maximum Medical Improvement (MMI).
- d. Employee has restrictions the District may be unable to reasonable accommodate.
- e. Employees may contact the District's Risk Manager for assistance.

**ARTICLE 12: COMPENSATION**

A. SALARIES

Retroactive to July 1, 2023, employees of the operations unit will receive a 5.5% increase to the Classified Operations Unit salary schedule for the 2023-2024 fiscal year. Employees of the operations unit will receive not less than the highest salary schedule adjustments for the 2024-2025, and 2025-2026 fiscal years as any other employee group such as CUBS, Faculty Senate, ICUE, and ACE in the District. Any increase to the Classified Operations Unit salary schedule will not include adjustments resulting from items such as reclassifications, classification studies, or market studies.

The ongoing 5.5% increase shall begin with the first pay period for the 2024-2025 school year.

The retroactive payment will be paid on a separate check prior to August 31, 2024.

The District shall grant all voting eligible bargaining unit members one (1) hour of release time for the purpose of voting on the CBA ratification, expiring on 7/2/24.

B. INSURANCE BENEFITS

1. The District agrees to fulfill its obligation to maintain the levels of employee insurance benefits, as determined by the Employee Benefits Committee (EBC) utilizing any reasonable insurance carrier and/or source of funding.
2. All Plan Design modifications, including but not limited to co-pays, deductibles, premium contributions and assessments, and selection, addition or termination of health plans/providers for

all active and retired employees shall be made by the Employee Benefits Committee (EBC), and implemented upon EBC action without the need for further negotiations and/or ratification by the parties. Any premium contributions shall be accomplished through automatic payroll deduction for employees and through direct contributions from retirees.

3. CSEA will appoint representatives equal to the percentage of CSEA benefited employees as of June 30th of the prior fiscal year to the Employee Benefit Committee to serve on the committee for following year. CSEA representative will not suffer a loss of pay for voluntary participation on the Employee Benefits Committee, but will not be compensated for time beyond their regular scheduled work hours.

C. CLASSIFIED EMPLOYEE INSURANCE

1. General:

Classified Employees; for purposes of this article, the definition of “Classified Employees” includes the bargaining unit members who are permanent or regular employees as defined by Education Code sections 45100 et seq. Excluded employees are:

- Substitutes
- Short-term employees
- Apprentices
- Professional experts
- Part-time students in college work experience programs
- Naturalist Intern
- Full-time students hired or rehired on or after September 1, 2002 employed part time
- Part-time playground positions, i.e. Campus Monitor I, Playground Assistants, and

2. Recreation Program employees, i.e. Aquatics, Dance, Gymnastics, etc.

Operations Unit Employees

Hire/Rehire Date*	Work Schedule	Benefit	Effective Date	End Date
Prior to July 1, 1992	At least 10 hours but less than 20 hours per week	Dental and Vision for employee and eligible dependents	First of the month following 3-month waiting period beginning the first day of assignment	Last day of the month following the date employment ends

Hire/Rehire Date*	Work Schedule	Benefit	Effective Date	End Date
July 1, 1992 through August 31, 2002	At least 10 hours but less than 20 hours per week	Dental and Vision for employee. Optional purchase of Dental and Vision for eligible dependents	First of the month following a 3-month waiting period beginning first day of assignment	Last day of the month following the date employment ends
Prior to September 1, 2002	At least 20 hours or more per week	Medical, Dental and Vision for employee and eligible dependents \$50,000 Life Insurance for employee	Medical and Life – First of the month following the first day of assignment Dental and Vision – 3 months after the effective date of the medical plan	Last day of the month following the date employment ends
September 1, 2002 through August 31, 2007	At least 30 hours or more per week	Medical, Dental and Vision for employees and eligible dependents \$50,000 Life Insurance for employee	Medical and Life – First of the month following first day of assignment. Dental and Vision – 3 months after the effective date of the medical plan	Last day of the month following the date employment ends
September 1, 2002 through August 31, 2007	At least 30 hours or more per week	Medical, Dental and Vision for employees and eligible dependents \$50,000 Life Insurance for employee	Medical and Life – First of the month following first day of assignment. Dental and Vision – 3 months after the effective date of the medical plan	Last day of the month following the date employment ends
September 1, 2002 through August 31, 2007	At least 30 hours or more per week	Medical, Dental and Vision for employees and eligible dependents \$50,000 Life Insurance for employee	Medical and Life – First of the month following first day of assignment. Dental and Vision – 3 months after the effective date of the medical plan	Last day of the month following the date employment ends
September 1, 2007 through present	At least 30 hours or more per week	Medical, Dental and Vision for employee and eligible dependents \$50,000 Life Insurance for employee	Medical and Life – First of the month following <u>1- month waiting period</u> Dental and Vision – 3 months after the effective date of the medical plan	Last day of the month following the date employment ends

\*39 month rehire provisions apply to eligible employees

Disability insurance benefits are provided for all Operations Unit employees working at least ten (10) hours per week.

**D. RETIRED EMPLOYEES**

Employees who have officially retired under the requirements of their respective retirement system, Public Employees Retirement System (PERS), and were enrolled in the District’s Health and Welfare Benefits Plan may continue in the District’s benefit plan, at their option, at benefit levels provided other employees, provided the retiree meets the eligibility criteria defined in Section D-1. A Retiree or eligible spouse may not have a lapse in coverage from the Retiree’s plan. If a Retiree or spouse has a lapse in coverage from the Retiree’s plan he/she is ineligible for re- enrollment into the plan. This benefit became effective July 1, 1974.

If the health insurance claims paid for retirees and retiree dependents exceed ten percent (10%) of the total claims paid in any year, retirees will be required to reimburse the District a fee for the medical benefit as outlined in Section D-4.

Dental and vision benefits are provided to eligible retirees and their dependents at no cost for a maximum of five (5) years or until the retiree reaches the age of sixty-five (65), whichever comes first. Dental and vision benefits are calculated on the retiree’s age, not the age of eligible dependents.

Hire/Rehire Date	Work Experience/Age	Benefit
Prior to March 1, 1985	Employed for 15 years in public education (inclusive of time served with CUSD) Proof of enrollment in the District’s and/or previous employer’s <u>Health Plan</u> for 15 years 55 years of age except in the case of disabilitants	Medical for retiree and eligible dependents Dental and Vision for retiree and eligible dependents for 5 years or until retiree reaches age 65, whichever comes first

March 1, 1985 through June 30, 2013	Employed for 15 years in CUSD Enrolled in the District's <u>Health Plan</u> for 15 years 55 years of age except in the case of disabilitants	Medical for retiree and eligible dependents Dental and Vision for retiree and eligible dependents for 5 years or until retiree reaches age 65, whichever comes first
<b>Hire/Rehire Date</b>	<b>Work Experience/Age</b>	<b>Benefit</b>
March 1, 1985 through June 30, 2013	Employed for 15 years in CUSD Enrolled in the District's <u>Dental and Vision Plan</u> for 15 years 55 years of age except in the case of disabilitants	Dental and Vision for retiree and eligible dependents for 5 years or until retiree reaches age 65, whichever comes first

All references to “Medicare” refer to the Federal Medicare Law as described in Title 18 of the Social Security Act of 1964. Eligible dependent is defined as meeting the eligibility requirements in the District’s Summary Plan Document. This document can be accessed through the District’s web site at [www.cusd.com](http://www.cusd.com) and clicking on “departments,” “benefits” and “health” plan.

A disabilitant, as so certified by PERS or Social Security, becomes eligible for this benefit immediately if such disabilitant has had fifteen (15) years of service in the District. Board–approved health leave will be counted toward the service requirement for this benefit.

Qualifying age for continuation in the District’s Health and Welfare Benefits Plan is defined as age fifty–five (55) with 15 years of service for employees hired prior to June 30, 2013, or age sixty–two (62) with 30 years of service for employees hired on or after July 1, 2013.

### 1. Eligibility Criteria

July 1, 2013 through present	<ul style="list-style-type: none"> <li>• Employed for 30 years in CUSD.</li> <li>• Enrolled in the District’s Health Plan for 30 years.</li> <li>• 62 year of age except in the case of disabilitants.</li> </ul>	<ul style="list-style-type: none"> <li>• Medical for retiree and eligible dependents.</li> <li>• Dental and Vision for retiree and eligible dependents until retiree reaches 65.</li> </ul>
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*NOTE: For employees hired on or after July 1, 2013, eligibility is further determined by both the retiree and/or dependent(s) enrolling in any Medicare program offered when first qualified for such coverage through Social Security eligibility. The cost of all Medicare programs shall be paid by the retiree and/or dependent(s). The retiree must provide the District with evidence of enrolling in all Medicare programs offered.*

Employees who do not meet the eligibility requirements defined in Section D-1 upon retirement may continue their medical benefit on a self-paid basis, agreeing to and paying the full cost of the medical benefit. This option is not available for the dental and vision benefit.

## 2. Continuation of Benefits for Eligible Dependent(s) of Retiree

If a retiree participating in the District Health and Welfare Benefits Plan should pre-decease an eligible dependent(s), the benefits will continue for said dependent(s) provided all applicable requirements of the provisions are met.

If an eligible retiree, as defined in Section D-1, or an active employee eligible for retirement under their respective plan (PERS on and after age fifty (50) and not as a disabilitant) is deceased prior to the age they would have been eligible for continuation in the District's Health and Welfare Benefit Plan, their dependent(s) may purchase the District's Health and Welfare Benefit Plan at full cost until the eligible retiree or active employee eligible for retirement would have reached the qualifying age, at which time the dependent(s) will be eligible for retiree benefits described in this section.

## 3. Continuation of Benefits for Employee Retiring Before the Qualifying Age

- a. Retirement after the age of 50 and before the age of 55 for employees hired prior to July 1, 2013.

4. Employees hired prior to July 1, 2013, who retire after the age of fifty (50) but before the age of fifty-five (55) shall be eligible for continuation in the District's Health and Welfare Benefits Plan at age fifty-five (55) provided the employee meets the following provisions:

- a. Has officially retired and receiving retirement benefits under the requirements of their respective retirement system, PERS, except in the case of disabilitants. A disabilitant, as so certified by PERS or Social Security, becomes eligible for this benefit immediately if such disabilitant has had fifteen (15) years of service in the District. Board- approved health leave will be counted toward the service requirement for this benefit.
- b. Has at least fifteen (15) years of service and enrolled in the District's Health and Welfare

Benefit Plan for fifteen (15) years.

- c. Has maintained coverage under the District's Health and Welfare Benefits Plan at their own expense.
- d. Retirement after the age of 50 and before the age of 62 for Employees hired on or after July 1, 2013
- e. Employees hired on or after July 1, 2013 who retire after the age of fifty (50) but before the age of sixty-two (62) shall be eligible for continuation in the District's Health and Welfare Benefits Plan at age sixty-two (62) provided the employee meets the following provisions:
- f. Has officially retired and receiving retirement benefits under the requirements of their respective retirement system, PERS, except in the case of disabilitants. A disabilitant, as so certified by PERS or Social Security, becomes eligible for this benefit immediately if such disabilitant has had thirty (30) years service in the District. Board- approved health leave will be counted toward the service requirement for this benefit.
- g. Has at least thirty (30) years of employment in CUSD and enrolled in the District's Health and Welfare Benefit Plan for thirty (30) years.
- h. Has maintained coverage under the District's Health and Welfare Benefits Plan at their own expense.
- i. Rate Determination

If the health insurance claims paid for retirees and retiree dependents of all covered employees exceed ten percent (10%) of the total claims paid in any year (July through June), and the retiree desires to continue in the District's Health and Welfare Benefits Plan, the District will assess retirees a monthly fee to be based on the amount exceeded by all retirees divided into twelve (12) equal payments August through July of the following year. To the extent permitted by law, the Governing Board further reserves the right to make any changes in the policy or in the coverage that it deems fit in its discretion. Nothing in this article shall be construed as a waiver of any vested right that the retiree, the retiree's spouse or the retiree's dependents have, or may have in the future under applicable law.

#### E. RETURN WITHIN THIRTY-NINE (39) MONTHS

Any permanent classified employee with at least three (3) years of service, who voluntarily resigns from their permanent position may be reinstated or re-employed by the District within thirty-nine (39) months after their last day of paid service and without further competitive examination to a position in their former classification as a permanent employee, or as a permanent employee in a related lower class or a lower class in which the employee formerly had permanent status. If the District elects to reemploy a person as a permanent employee under the provisions of this section, the employee shall be on the same salary step at the time of resignation. The District shall disregard the break in service; all previous service shall be credited for purposes of computing longevity, vacation, and previously earned seniority credits. The District shall restore to them all of the rights, benefits, and burdens of a permanent employee in the class to which they are re-employed.

School month only employees shall be given the option of receiving pay warrants in either ten (10) or twelve (12) equal payments.

#### ***ARTICLE 13: TRANSFER PROCEDURES***

A. Transfers may be originated with the Administration or may be requested by an employee.

“Transfer” refers to a horizontal movement of an employee from one job to another in the same class or position and at the same salary rate and may include movement from one work site to another. A transfer request should not be confused with a request for consideration for promotional opportunity.

B. Classified employees are employed for the District rather than for a particular location or school, and shall be subject to and eligible for transfer within the District in accordance with the following provisions:

1) Employee Initiated Transfer:

Classified employees may request transfer at any time by submitting a written request to the Associate Superintendent, Human Resources and Employee Relations. Such requests shall include class title requested, the number of hours desired, the specific work location desired (if any), and the maximum and minimum number of months the employee is willing to work.

a. The following criteria shall be used in considering employee requests for transfer:

- 2) The efficient operation of the District, as determined by the Superintendent or his designee.
- 3) Qualifications of the employee(s), including past record of performance, seniority, experience, and recent training of any candidates for transfer.

- 4) The recommendations of the administrators or supervisors involved.
  - 5) The affirmative action goals and policy of the District.
- a. Upon request of an employee who was denied a requested transfer, the deciding supervisor shall provide the employee with a valid written explanation of the reason(s) for rejecting the transfer request, along with appropriate methods of improvement.

2. Medical Transfer:

The District shall attempt to give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform their regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by notification to CSEA and concurrence with the employee.

3. District Initiated Transfer:

- a. The District shall assign all classified employees of the District. The District shall have the right to transfer when the District concludes that such a transfer is in the best interest of the District. Such transfers may be on a temporary or permanent basis as the District may determine is in the best interest of the District.
  - b. The District shall notify employees and CSEA Labor Representative of any intended transfer in writing no less than five (5) working days prior to transfer, and the employee shall have the right to meet with the appropriate supervisor to discuss the intended transfer, prior to the effective date of any such transfer. If the employee objects to the transfer, the employee being transferred shall be notified in writing of the reason(s) for the transfer and have the right to meet with the Associate Superintendent of Human Resources and Employee Relations
4. The Association may grieve the failure of the District to follow the procedures set forth herein or the failure of the District to consider the criteria set forth herein for employee initiated transfers; however, the decision of the District with regard to any transfer after complying with the applicable procedures and applying the applicable criteria set forth herein, is within the sole discretion of the District and is not subject to the Grievance Procedure.
  5. The District shall maintain a list of requested transfers. Employees may apply to transfer to any posted vacant position within five (5) days of posting.

## **ARTICLE 14: PROMOTIONS**

### **A. FIRST CONSIDERATION**

District employees with necessary qualifications shall be given first consideration before consideration of outside applicants, in filling any job vacancy within the bargaining unit which can be considered a promotion after the announcement of the position vacancy. The following criteria shall be used in the consideration of promotion requests:

1. The efficient operation of the District, as determined by the Superintendent or his designee.

B. Qualifications shall include past record of performance, seniority, experience, and recent training of any bargaining unit employee compared with those of other candidates. In the event two (2) or more candidates have comparable qualifications, the position shall be given to the unit member with the greatest bargaining unit seniority. The Association may grieve the failure of the District to follow the procedures set forth herein or the failure of the District to consider the criteria set forth herein for promotion requests; however, the decision of the District with regard to any promotion, is within the sole discretion of the District and is not subject to the Grievance Procedure. The District shall be the sole judge of whether two (2) or more candidates have comparable qualifications. The CSEA President, Labor Relations Representative and/or designee may meet with the Associate Superintendent Human Resources and Employee Relations regarding the district's decision. This decision may be appealed to the Superintendent, or designee, whose decision shall be final and binding.

### **C. POSTING NOTICES**

Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site. The job vacancy notice shall remain posted for a period of seven (7) full working days, during which time employees within the unit may file for the vacancy and potential applicants are interviewed. If, after interviewing potential applicants first, a posting can be revised to include substitutes and outside applicants, the revised posting will be posted for additional five (5) full working days or equivalent number days as the original posting whichever is greater. Notice of all job vacancies shall be posted via the District's e-mail system and webpage.

### **D. NOTICE CONTENTS**

The job vacancy notice shall include: The job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times and months per year assigned to the position, the salary grade, the deadline for filing application, how to apply for the opening, and shall designate if the position is confidential or supervisory.

E. FILING

An employee in the bargaining unit may file for the vacancy by applying on EdJoin during the posting period. Postings not filled within sixty (60) days shall be posted on an additional outside platform.

F. SELECTION

All applicants not interviewed shall be notified prior to interviews when reasonably possible. Bargaining Unit members who are interviewed but not chosen for the vacancy will receive an appropriate notification within ten (10) days of selection or, when reasonably possible, prior to the selectee assuming the position. For those bargaining unit members interviewed the deciding supervisor shall provide an oral explanation within five (5) business days of the oral notification, the deciding supervisor will provide a written explanation with appropriate methods of improvement. Only new employees and current employees, who have not interviewed within the past six (6) months, must go through the interview process. Other current employees who file for a vacant or open position need not re-interview (unless they request to do so) and will still receive full and fair consideration for the promotional opportunity.

G. SALARY PLACEMENT

Employees being promoted to a position having a higher grade shall be placed upon the lowest step of the new grade which will equal at least five percent (5%) but shall not exceed the highest step of the new grade.

***ARTICLE 15: HOURS AND OVERTIME***

A. WORK WEEK

The Board shall establish the classified employee workweek as being forty (40) hours of work served over a seven (7) day period. The Board shall designate the normal workweek as five (5) consecutive days of eight (8) hours per day Monday through Friday. The Board may assign classified employees to five (5) consecutive workdays at any time during the seven (7) day period when the needs of the District so dictate. This does not preclude the extension of the workweek on an overtime basis.

Part-time classified employees shall have less than a forty (40) hour work week.

The District, in its discretion, may establish an alternative workweek for any and all unit classifications during the summer months of operation if the District determines that it is in the best interests of the District to do and/or the needs of the District so dictate.

- a. The alternative workweek will consist of four (4) work days each consisting of ten (10) work hours per day.

- b. If a four (4) day/ten hour workweek is established, employees shall be notified of the change in work week and their starting and ending times in a reasonable fashion. Employees shall be assigned to ten work hours per day between the hours 6:00 AM and 5:30 PM depending upon the classification and upon supervisor approval.
- c. Under the four (4) day/ ten (10) hour workweek schedule, employees will be entitled to two (2) fifteen (15) minute breaks to occur during the 10-hour work period; and at least a thirty (30) minute lunch period will be arranged for employees serving more than five (5) hours daily. The times for such breaks and lunch time shall be determined by the employee's supervisor.
- d. Under the four (4) day/ten (10) hour workweek schedule, the overtime rate shall be paid for all hours worked in excess of the required workday, which shall not exceed ten (10) hours. Work performed on the fifth, sixth, and seventh days shall be compensated for at a rate equal to 1 ½ times the regular rate of the employee authorized to perform the work.

#### B. COMPENSATION - SHIFT DIFFERENTIAL

Members of the bargaining unit whose work shift requires service after 6:00 p.m. shall receive a premium of five percent (5%) above the regular pay rate for the respective classification for hours worked between 6:00 p.m. and midnight.

Members of the bargaining unit whose work shift requires service after midnight shall receive a premium of seven and one-half percent (7.5%) above the regular pay rate for the respective classification for hours worked between midnight and 7:00 a.m. Employees whose shifts begin between 6:00 a.m. and 7:00 a.m., or end between 6:00 p.m. and 7:00 p.m., shall be paid at the regular rate of pay.

An employee receiving differential compensation on the basis of their shift shall not lose such compensation if they are temporarily, for twenty (20) working days or less, assigned to a shift not entitled to such compensation. The regular rate of pay of an employee while assigned to a shift which provides differential compensation shall be the differential rate.

#### C. STANDBY TIME

Authorized standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as other hours worked under this Agreement. The District reserves the right to assign an employee on standby to any duty included in the employee's job description.

#### D. TIME AND ASSIGNMENT CHANGES

Temporary assignment—All classified employees shall be assigned and shall successfully perform duties which are fixed and prescribed by the Governing Board. In the event an employee is assigned more than five (5) working days within a fifteen (15) calendar day period in a higher classification, their salary shall be adjusted to the nearest step of the higher classification which would result in at least a five percent (5%) salary increase. This increase would be for the entire period the employee is required to work out of classification.

1. Custodians assigned to a summer Custodian PM Worker position shall not be decreased in pay.

#### E. INCREASE IN HOURS

When additional hours are assigned on a regular basis the position shall be posted.

#### F. MINIMUM CALL IN AND CALL BACK TIME

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement. Any employee called back to work after their regular scheduled assignment is completed shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

#### G. OVERTIME DISTRIBUTION OF WORK

Overtime shall be distributed to the employees on the basis of a rotating roster maintained, kept current and posted weekly in a prominent location by the unit supervisor at each job site. The first consideration when assigning overtime shall be performing the type of work required in an efficient manner, (i.e. plumbing, electrical work, general maintenance). Overtime for Transportation is defined in Article 20.

Overtime may also be assigned for efficiency or for continuity in completing a project. An individual who fails or refuses to work available overtime shall be placed at the bottom of the rotating roster. The District shall attempt to equalize annual overtime among those employees who desire same.

1. Overtime is defined as any hours worked in excess of eight (8) hours per day paid at a rate of time and one-half, except when a four (4) hour consecutive ten (10) hour day work week has been established for specific classes. Overtime would then be defined as any hours worked in excess of ten (10) hours.
2. Any hours worked in excess of forty (40) hours per week are paid at a rate of time and one-half.



3. For any employee who works twenty (20) or more hours per week, in five (5) consecutive workdays, averaging at least four (4) hours each, the sixth (6th) shall be paid at a rate of time and one-half and seventh (7th) days shall be paid at the rate of time and one-half.
4. For any employee having an average workday of less than four (4) hours in a five (5) consecutive day work week, the seventh (7th) day following the commencement of the five (5) consecutive day work week shall be paid at the rate of time and one-half.

#### H. BREAKTIME

While on break, employees are still working on the District's time. Therefore, although the District will attempt to insure that employees' breaks are uninterrupted, employees may be called back to work during their break in cases of emergency. If the employee's break is interrupted, the employee will be allowed to take the break at a later time.

Breaks will be established by the employee's site supervisor and once established, the employee shall be responsible to take the break. Employees will be entitled to a fifteen (15) minute break during each four (4) hour work period; and at least a thirty (30) minute lunch period will be arranged for employees serving more than five (5) hours daily.

The District shall establish at each site a designated break room that shall be used for all employees to have a break.

#### I. SUMMER ASSIGNMENTS

Temporary summer assignments will normally be offered to District employees whose normal assignment is less than twelve (12) months.

#### J. SPLIT SHIFT

When a shift is split with forty-five (45) minutes or less between the end of one shift and the beginning of the other, the employee shall receive pay as if there was not a break in time.

#### K. ADJUSTMENT OF ASSIGNED TIME

Any employee in the bargaining unit who is required to work an average of thirty (30) minutes or more per day in excess of their regular part-time assignment for a period of twenty (20) consecutive working days or more shall have applicable benefits (vacation, sick leave, holiday pay, health, and welfare) adjusted to reflect the additional hours.

#### L. ON-CALL DUTY

The parties agree that it is necessary and beneficial to assign a few specific operations unit employees to be on-call and available to report to work if necessary. The following is on the On-Call Duty (OCD) time schedule:

1. Weekend (summer schedule)
2. Begin OCD Thursday at 4:30 p.m., End OCD Monday at 6:00 a.m.
  - a. Weekend (school year schedule)
3. Begin OCD Friday at 4:00 p.m., End OCD Monday at 7:30 a.m.
  - a. Holiday (occurring during workweek)
4. Begin OCD workday prior to holiday at 4:00 p.m.,
5. End OCD workday after holiday at 7:30 a.m.
  - a. Holiday (occurring on weekend)
6. Same as regular weekend duty

On each weekend and holiday occurring during the school year and each weekend and holiday occurring during the summer months, the District shall assign at least two unit employees, from the following eligible groups of classifications in the following order by group and by classification within each group, to be on-call and available to report to duty if necessary.

#### Group A

A yearlong calendar for On-Call Duty (OCD) will be created from Group A by Plant Operations management. If an individual cannot or does not desire to work the assigned weekend, a supervisor of Maintenance will ask for a volunteer from the rotational voluntary list maintained by the Maintenance department. The rotational voluntary list is to be kept current and placed in a prominent location. If no one is available from the volunteer list the maintenance employee must be available on their assigned weekend.

Electronic Systems Technician, Sr.	Electronic Systems Technician
Building Maintenance Mechanic II	Building Maintenance Mechanic I
Building Maintenance Worker II	Building Maintenance Worker I

#### Group B

A summer calendar for On-Call Duty (OCD) will be created from Group B Plant Operations management. If an individual cannot or does not desire to work the assigned weekend, a supervisor of Grounds will ask for a volunteer from the rotational voluntary list maintained by the Grounds department. The rotational voluntary list is to be kept current and placed in a prominent location. If

no one is available from the volunteer list the grounds employee must be available on their assigned weekend.

Skilled Groundskeeper, Sr.	Skilled Grounds Maintenance Worker
Grounds Maintenance Worker II	

Unit employees assigned to on-call duty shall not be required to report to the District unless specifically called to do so. However, employees assigned to on- call duty must be available at all times by cellular telephone and must report within 30 minutes if called.

Unit employees who are assigned to be on-call shall be paid an on-call stipend of \$70.00 per each 24 hour period and \$35.00 if less than a 24 hour period. The on- call stipend for a three-day weekend during the summer schedule will total a maximum of \$245.00 If a unit member is actually required to report to the District while on-call, the employee shall be paid the stipend plus the normal compensation for such hours worked as is required under the contract. If a holiday should fall during an on-call weekend, the employee assigned to on-call duty shall receive an extra \$50.00 above that which they were already entitled to.

All assignments shall be made on a rotational basis of all eligible and available employees as set forth above.

The District shall provide each employee with a District vehicle, District radio and cellular phone while the employee is on-call duty. (On-Call Equipment) On- call equipment shall be available only while the employee is on-call and shall be used solely for District business and purposes. On-call equipment shall not be used for any other purpose under any circumstances.

**ARTICLE 16: VACATION AND HOLIDAYS**

**A. VACATION ALLOWANCE – WORKING DAYS**

<b>Duration of Employment</b>	<b>12 Month Employee</b>	<b>11 Month Employee</b>	<b>10 1/2 Month Employee</b>	<b>10 Month Employee</b>	<b>Duty Day Employee</b>
1 - 5 Years	10 Days	9 Days	8 Days	8 Days	8 Days
6 - 10 Years	15 Days	14 Days	13 Days	12 Days	13 Days
11th Year and After	20 Days	18 Days	17 1/2 Days	17 1/2 Days	17 Days

**B. OTHER VACATION PROVISIONS**

1. Classified employees who have completed six (6) months of service as a regular probationary employee shall accumulate vacation from their date of employment at the regular rate of pay earned at the time the vacation is commenced. Regular employment excludes, among other things, employment as a substitute, short-term or limited-term employment.
2. Vacation for full year (12 month) classified employees may, with the approval of the classified employee's immediate supervisor and ratified by department management designee, be taken at any time during the fiscal year.
3. No credit shall be allowed for prior service accumulated in any other school District.
4. For vacation computation, a month shall be construed as more than one-half of the normal working days of the regular classified employee's work month. Only classified employees who are members of the classified service as defined in the Education Code shall be entitled to vacation pay allowance.
5. Persons working on less than eight (8) hours per day basis shall be entitled to vacation allowance in proportion with the number of hours per day the person is employed bears to eight.
6. Service greater than fifty percent (50%) of the designated work year is established for determination of a year's service toward vacation accrual benefit. Any paid leave period provided in this contract shall count as service credit for purposes of vacation accrual benefits.
7. Vacation allowance for persons with less than one year's service shall be at the rate of five-sixths (5/6ths) day per month service. Provided, however, that any classified employees terminating service with six (6) months or less service shall receive no earned vacation pay.
8. Vacation days for persons who work less than twelve (12) months shall be taken by the ten, ten and one-half, or eleven month classified employees during a time when school is not in session, shall normally not be added to the end of the contract period. Duty Day employees shall be provided the option of receiving vacation pay as a lump sum payment in June each year or computed as part of regular monthly pay warrants.
9. All vacation periods will be subject to the approval of the immediate supervisor.
10. A classified employee may interrupt or terminate vacation leave and utilize another type of paid leave with the approval of the immediate supervisor.

11. Vacation Carry-Over: If, because of scheduling or other difficulties, an employee accumulates excess vacation days from previous years, supervisors and department heads shall be responsible for coordinating vacation schedules with employees so that vacation is taken within a three year time period.
12. No classified employee shall be entitled to use vacation leave until that employee has been continuously employed within the District as a regular classified employee for a period of six (6) months.

C. PAID HOLIDAYS

1. Scheduled Holidays:

For employees in paid status during any portion of the workday immediately preceding or succeeding the holiday, the following are paid holidays:

New Year's Day	January 1
Martin Luther King's Birthday	January 21 <i>(or as per calendar adopted for that week)</i>
Lincoln's Day	February 11 <i>(or as per calendar adopted for that week)</i>
Washington's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day Following Thanksgiving	
Christmas Day	December 25
Working Day Prior or Following Christmas Day	<i>(substitute for Admission Day)</i>

6. Every day appointed by the President, or Governor of this State, for a public fast, Thanksgiving or holiday, or any day declared a holiday under the Education Code in which the Governing Board specifies it shall be a holiday for classified employees.

7. Holidays on Saturday or Sunday:

When a scheduled holiday falls on a Sunday, the following Monday shall be deemed to be that holiday. When a scheduled holiday listed falls on a Saturday, the preceding Friday shall be deemed the holiday. Admission Day will be observed on the working day prior to the December 25<sup>th</sup> holiday or the working day following December 25<sup>th</sup> as determined by the District Calendar Committee.

2. Floating Holiday:

One additional holiday designated as a “Floating Holiday” shall be granted for each employee in the bargaining unit and shall be taken by the employee during the established Winter Recess. Each department will vote annually to determine the specific day for the floating holiday. The date of the floating holiday during the winter break will be determined by each department by majority vote.

3. Holiday Eligibility:

Employees not normally assigned to duty during the school holidays on December 25, and January 1, shall be paid for these two holidays provided they were in a paid status during any portion of the working of their normal assignment immediately preceding or succeeding the holiday period.

4. Working on Paid Holiday:

When an employee is required to work on any of the listed paid holidays, they shall be compensated or given compensating time off for such work at the rate specified in the Education Code 45205.

5. Notwithstanding the above, no payment will be made for any holiday occurring prior to the first day of employment with the Clovis Unified School District.

D. VACATION SCHEDULING

The following common rules shall apply to Operations Unit personnel in the Ground, Custodial, Maintenance, Warehouse, and Transportation (Shop) Departments regarding the scheduling of vacations:

1. Employees shall not be allowed vacation during the two weeks preceding the start of the school year nor the first week of school.
2. Employees shall be granted a maximum of fifteen (15) consecutive vacation days.
3. Vacation requests for a classified employee should normally be submitted sixty (60) days in advance. Vacations will be considered on a seniority basis. Additional rules applying to specific Departments shall be:

Custodial

1. Vacation days may not be granted on days when “traditional” school is in session, unless previously discussed with their supervisor or manager.

2. During winter/spring breaks the maximum number of custodians that can be off any one school site shall be:

Elementary Site 1

Intermediate Site 2

High School Site 3

3. The number of custodians on vacation simultaneously during the summer months, excepting the “common rule” restrictions, shall not be limited.

#### Grounds

1. During the period September 16<sup>th</sup> - March 14<sup>th</sup>, no more than 33 percent shall be allowed to be on vacation simultaneously.
2. During winter break no more than 90 percent shall be allowed to be on vacation simultaneously.
3. Vacation days shall not be granted during the week of high school graduations.

#### Maintenance

1. Vacation days shall not be granted during the weeks of high school graduations.
2. No more than 50 percent of the specific trade areas (electricians, plumbers, etc.) shall be granted vacation days simultaneously.

#### Warehouse

1. No more than 50 percent of the warehouse workers shall be granted vacation days during winter break and spring break simultaneously.
2. Vacation days shall not be granted during the weeks of high school graduations.
3. Food delivery drivers to take vacation during winter, spring and summer breaks.

#### Transportation (Shop)

1. No more than 20 percent of the Shop personnel shall be allowed to be on vacation simultaneously.

### ***ARTICLE 17: GRIEVANCE PROCEDURE***

#### **A. DEFINITIONS**

1. A “grievance” shall mean an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement, which adversely affect the grievant.
2. A “Grievant” shall mean an employee covered by this Agreement filing a grievance.
3. A “Conferee” shall mean any representative selected by the grievant to assist the employee in presenting and processing the claimant’s grievance. An Administrator/Supervisor with whom a grievance is filed may also choose a conferee in processing grievances.
4. The “Association” shall mean the employee organization recognized by the Governing Board as the exclusive representative for the unit of employees covered by this Agreement.
5. A “day” shall mean any day on which the District Administration office is open for business.
6. An “Immediate Administrator” shall mean the first level Administrator/Supervisor having immediate jurisdiction over the grievant and who has been designated to adjust grievances.
7. A “District Grievance Form” shall mean a District provided form, completed in writing by the employee within twenty (20) days of the date the grievant could reasonably have known of the violation, misapplication, or misinterpretation.

## B. GENERAL PROVISIONS

1. The purpose of the procedure is to attempt to secure equitable solutions to grievances. The parties agree that the proceedings herein are formal proceedings. Nevertheless, the parties will attempt to resolve all grievable issues in a flexible manner when possible and be kept as confidential as possible.
2. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such requirements or other directive pending final decision of the grievance.
3. Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his Immediate Administrator/Supervisor or to have the grievance adjusted, prior to Level 4, without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. Any proposed resolution at Levels 2, 3, or 4 shall not be agreed upon by the District until the Association has been provided a copy and allowed an opportunity to respond.



C. PROCEDURE

1.

LEVEL	PRESENT GRIEVANCE TO	PROCESS	TIMELINE	RESPONSE
Level 1 (Informal)	Immediate Supervisor, Manager, Dept., Director, or CSEA Representative	Discuss nature of grievance	Within 15 days after occurrence	If discussion not feasible or successful, file written grievance at Level 2 within 20 days of occurrence.
Level 2 (Formal)	Dept. Director	Submit written grievance on District provided form	After 15 days, but within 20 days after occurrence	Fifteen days after written grievance receipts, decision is given. If no response is provided within the time limits, may appeal to the next level. If grievance resolved or decision not appealed, process stops here; Or appeal to Level 3.
Level 3 (Formal)	Assistant Superintendent	Submit written appeal of Level 2 decision	Within 15 days after Level 2 decision	15 days after written grievance receipt, decision is given. If grievance resolved or decision not appealed, process stops here; OR appeal to Level 4.
Level 4 (Formal)	Associate Superintendent/ Designee	Submit written appeal of Level 3 decision	Within 15 days after Level 3 decision	15 days after written grievance receipt, decision is given. If grievance resolved or decision not appealed, process stops here; OR appeal to Level 5.
Level 5 (Formal)	Board	Submit written appeal of Level 4 decision	Within 15 days after Level 4 decision	Board to render a decision within 3 regularly scheduled meetings. Decision of Board is final. Nothing herein shall prevent the parties from requesting the State Conciliation Service attempt to mediate a settlement to any grievance appealed to the Board of Education Level 5. Providing both parties mutually agree to such mediation procedure.

2. Group Grievance:

If the grievance involves employees with different Immediate Supervisors or Department Directors, the grievance may be filed at Step 3.

3. Employee Availability for Testimony:

The District shall make available for testimony in connection with the grievance procedure any District employees whose appearance is requested by the grievant or CSEA. Any employee witnesses required to appear in connection with this

Article shall suffer no loss of pay.

4. Separate Grievance File:

All materials concerning an employee's grievance shall be kept in a file, separate from the employee's personnel file, which shall be available for inspection only by the employee, or a CSEA

duly appointed Representative and those management, supervisory, and confidential employees as necessary.

## **ARTICLE 18: EMPLOYEE EXPENSES AND MATERIALS**

### **A. PERSONAL APPEARANCE**

Employees of the District will use good judgment in clothing. The clothing of all employees should be appropriate to the job classification of the employee.

Employees' dress and grooming will conform to reasonable standards established by the Governing Board.

### **B. UNIFORMS AND EQUIPMENT**

1. The Governing Board will provide clothing and equipment Per Ed Code 45138, for bargaining unit personnel performing tasks which require specific types of uniforms and equipment.
2. It is the sole prerogative of the Governing Board to determine the job classification positions that require distinctive uniforms or equipment.
3. All clothing and equipment provided by the District remains the property of the District and must be returned upon completion of service depending upon serviceability.
4. The Uniform Allowance will be allocated as follows:
  - a. Plant Operations, Campus Catering, Warehouse, Transportation (Drivers & Mechanic Shop)
    - District will provide new hires 5 pants and 5 shirts for each of their first two years of employment and 4 pants and 4 shirts thereafter.
    - Jacket to be offered at no loss of uniform items.
    - The District will determine the date of jacket ordering effective July 1, 2022.
    - All employees will be on the same 3-year rotation. New employees will be offered a jacket upon hiring.
  - b. Transportation Mechanics, Warehouse, Welders, Plumbers, Carpenters, Maintenance Procurement Clerk, Locker Room Attendant, Pressure Washer, Athletic Equipment Attendant, Utility Worker, Irrigation Specialists, Roofers, Concrete and Tree Crews
    - Allotment for approved Work Boot

- For positions outlined (above) as receiving a boot allowance - \$175 & Ca. CPI (Consumer Price Index) based on the SSC May Revise Dartboard for the upcoming year – added annually after July 1 – effective 7/1/22 per school year.

c. Campus Catering

- District will provide employees five (5) aprons per year.
- Allotment for approved Safety Shoe - \$90 & Ca. CPI (Consumer Price Index) based on the SSC May Revise Dartboard for the upcoming year – added annually after July 1 – effective 7/1/2022 per school year.

d. Transportation Drivers & Mechanic Shop

- Hats, beanies, or other District provided head wear to be made available; not to exceed four items annually.

C. REQUIRED TRAINING/STUDIES

Any training or studies required by the District shall be paid by the District and the employee shall be compensated for required hours of training at the appropriate rate.

Employees approved to attend non-District meetings or conferences shall be reimbursed in accordance with AR 3350.

Any trainings, conferences, or meetings required by the District or to maintain employment shall be considered hours worked and a unit member shall be paid for the time spent in training. This is in accordance with the Education Code.

D. PHYSICAL EXAMINATION

1. Required Physical Examinations per Ed Code 45122

- The District shall retain the sole right to require a physical examination of any employee at any time, whenever in the judgment of the Superintendent or designee, the employee shows evidence of deviation from required health or physical capacity standards.
  - In cases where the District requires a physical examination pursuant to this Agreement, it shall be conducted by the doctor and/or facility selected by the District. Physical examinations required by the District shall be at District expense.
- For any physical examination required by the California Vehicle Code in connection with renewal of School Bus Certificate/License or in connection with renewal of required Class 1

License or any license required for their job, the employees shall be given the option of provisions in Article 18, Section D1a (1), District's MiCare Health Center, or their personal physician. If the employee chooses to use their personal physician, it will be at the employee's expense.

#### E. TOOL ALLOWANCE

- a. Vehicle Mechanics and Vehicle Service workers shall be entitled to a \$825 tool allowance beginning in the 2024-25 fiscal year. Effective 7/1/2025 the allowance will be adjusted by Ca. CPI (Consumer Price Index) based on the SSC (School Services of California) May Revise Dartboard for the upcoming year. To receive such reimbursement, the employee shall request permission of the Vehicle Maintenance Manager to replace worn out or damaged tools or to purchase additional tools prior to making such replacement or purchase, and at that time shall advise the Vehicle Maintenance Manager of the replacement or purchase cost. Replaced tools, or proof of exchange of the replaced tools, shall be turned into the Vehicle Maintenance Manager.

#### F. EMPLOYEE EXPENSE REIMBURSEMENT

Claims shall normally be processed within ten (10) working days of submission.

#### G. MILEAGE REIMBURSEMENT

Unit members who are required to use their personal automobile in order to carry out their regularly assigned duties, or for other District approved travel, shall be reimbursed at the prevailing IRS rate, adjusted January 1st annually.

1. "Regularly assigned duties" travel shall include:
  - a. Travel between work sites for unit members whose regular assignments specifically require such travel.
  - b. Travel by unit members whose assigned duties specifically involve transporting of supplies or equipment.
2. The District reserves the option to establish even monthly rates for those unit members whose assignment results in a predictable amount of miles per month.
3. The District will make available printed copies of the reimbursement forms to the employee.

## **ARTICLE 19: LAYOFF AND REEMPLOYMENT**

### **A. LAYOFF OF CLASSIFIED EMPLOYEES**

A layoff is a separation from the classified service for lack of funds, including any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanency, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff. Layoff may occur for any of the following reasons:

1. Reduction or elimination of services.
2. The expiration of a specially funded program.
3. Actual and existing financial inability to pay salaries of classified employees, or layoff for lack of work resulting from causes not foreseeable by the Governing Board.

### **B. ORDER OF LAYOFF**

1. Whenever a classified employee is laid off, the order of layoff within a class (classification) shall be determined by seniority. The employee who has been employed the shortest time in the class and higher classes shall be laid off first.
2. For purposes of this Agreement, seniority shall mean date of hire as defined in Article 5.

### **C. NOTICE OF LAYOFF**

1. Employees to be laid off shall be notified in writing by the District as set forth by Education Code #45117.
  - a. Such written notices shall be served personally upon such employees or sent by certified mail to affected employees at their last address given to the District, as set forth by Education Code #45117.
  - b. The notice shall contain:
    - The reason for the layoff
    - The effective date
    - The employee's displacement rights, if any
    - The employee's reemployment rights
    - Service retirement options, if any

- Seniority placement

#### D. SENIORITY RECORDS

The District shall maintain a record for determining layoff and displacement rights, if any, including seniority and hire date for all classes in which affected employees have served. Such record shall be made available to CSEA upon request. Employees may bring to the District's attention any objection to their seniority record. Said objections are to be made within fifteen (15) working days of the date the District makes the record available, to allow the District time to review the record, and if necessary, correct any error contained therein.

#### E. REEMPLOYMENT RIGHTS UPON LAYOFF

1. Persons who have been laid off because of lack of work or lack of funds are eligible for reemployment for up to 39 months and shall be re-employed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the District during such 39-month period.
2. Seniority earned within the classification and higher classifications prior to the effective date of layoff shall be reinstated to the employee who is subsequently re-employed within the 39 month period.
3. An employee on a reemployment list shall be notified in writing by the District of any opening(s) for which the employee is eligible and qualified. Such notice shall be sent by regular mail to the last known home address of such employee.
4. With the exception of bus drivers who are working in a "reduction of hours" any employee on a reemployment list may decline two offers of reemployment in their classification. After the second refusal, no additional offers need be made until the employee indicates that they are willing to accept work.

#### F. VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION IN HOURS

1. Affected employees who take voluntary demotions in assigned time in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of 24 months.
2. Affected employees who take voluntary demotions or voluntary reduction in assigned time in lieu of layoff shall, at the option of the employee, be returned to a position in their former class or to positions with increased time as vacancies become available and without limitation of time.

3. The District shall keep a valid reemployment list and affected employees shall be ranked on that list in accordance with their proper seniority.
4. Employees returning from layoff to a lower class or with reduced hours shall receive all rights of this section.

**G. DISPLACEMENT RIGHTS**

An employee laid off in their present classification may elect reassignment into equal or lower classification(s) in which such employee has previously worked and gained permanency. Such displacement shall be based upon the employee’s seniority in that classification.

**H. ELECTION OF RETIREMENT IN LIEU OF LAYOFF**

Any employee who was subject to layoff for lack of work or lack of funds and who elected retirement from the Public Employees Retirement system shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If they are subsequently subject to reemployment and accept, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees Retirement System has properly processed their request for reinstatement from retirement.

***ARTICLE 20: TRANSPORTATION DEPARTMENT — “ASSIGNED HOURS” AND BUS ROUTE BIDDING SCHEDULE AND PROCEDURES FOR***

**A. BUS PRETRIP, WASHING, FUELING AND CLEANING**

The following allocations will be included in routes:

	<b>Pre-trip</b>	<b>Flex Time Washing/Cleaning/Fueling</b>
Transit	30 minutes per day	15 minutes per day
Special Education	30 minutes per day	15 minutes per day

1. School bus drivers shall clean the interior throughout the day and the exterior of the buses once a week.

**B. BUS ROUTE BIDDING SCHEDULE AND PROCEDURES**

Bidding for bus driver routes shall be administered by the following schedule and procedures:

1. Traditional school year assignments: Bus route bidding for the traditional school year will be accomplished in August. The most senior driver in the hour bracket shall bid first, with the principle of seniority followed for the remaining bids within the hour bracket. For purposes of determining seniority the drivers contracted hire date within the transportation department will prevail.
2. If during the route bidding process, within an hour bracket, an unassigned/open route becomes available in any hour bracket it shall be offered to the driver with the most seniority within the Transportation Department.
3. Transit routes and Special Education routes shall be posted jointly, in the order of assigned driving hours, beginning with the routes with the greatest driving time and thereafter in descending increments.
4. The district shall make available for viewing all routes one day prior to the route bidding.
5. Drivers shall be paid no less than six (6) hours, for time worked in association with the bidding procedure, dry run, bus cleaning as necessary and discussing with management any route issues or concerns which may arise.

#### C. SUMMER SCHOOL ROUTES AND “RELATED SUMMER ASSIGNMENTS”

1. Bus route bidding for summer school will be bid no later than two (2) days before the last day of the traditional school year. This bidding will be based upon seniority within the Transportation Department.“
2. Related Summer Assignments” shall be assigned during the summer school route bidding process to drivers based on seniority.

#### D. MID-YEAR ROUTE VACANCIES

1. Mid-year route vacancies will be administered and filled out as outlined in Article 14.
2. All subsequent route vacancies that are related directly to the first vacancy filing will also be filled with the most senior driver interested with the principle of seniority followed for the remaining bids. There will be no vacancy announcement.
3. Transfers will be administered as outlined in Article 13. Promotions will be administered as outlined in Article 14, and must have some advantage for the driver and/or District. Advantage is



defined as a 30-minutes minimum difference in start/end times within the route, no mid-day run, or recreation run.

- E. A school bus driver on a “reduction in hours” list may decline offers of additional hours which would return said school bus driver to their previous “hours” classification. If a refusal is made in two separate school years, no additional offers need to be made.
- F. The District reserves the right to reject any bid which the District believes is not in the best interests of the District and its pupils. If a bid is rejected, a written explanation of the basis for rejecting the bid shall be given to the affected bus driver.
- G. The Association may grieve the District’s failure to follow the procedures set forth herein, or the District’s failure to consider the criteria set forth in this Article for bus route bidding procedures. The decision of the District, however, with regard to the rejection of any bid, after complying with the applicable procedures, and applying the applicable criteria set forth in this Article, is within the sole discretion of the District and is not subject to the grievance procedure.
- H. Hours over contracted time: Contracted drivers that are interested in working beyond their contracted hours shall indicate their desire to work, by utilizing the Opt-In for Activity Trip form or the Daily Extra Work Sign Ups if requesting to assist with other miscellaneous duties (ie. washing vans). Hours beyond a driver’s contracted hours shall be first rotated within the bus driver positions in order of seniority, based on driver availability, and equipment needed for the request. When the District has exhausted this rotation, the District shall attempt to equalize hours allocated beyond a driver’s contracted hours among those employees who desire the same. Hours allocated beyond a driver’s contracted hours will be “zeroed” out three times per year; the first day of the school year, February 1<sup>st</sup> and again at the start of the summer program. Hours allocated beyond a driver’s contracted hours shall be kept current and posted in a prominent location.

#### I. FUELING

Transportation Bus Drivers will be responsible for fueling any bus they’ve been assigned to drive. Drivers will be trained in the handling of the different fuels, etc. If the fueling time does not fit into regular contracted time, trip time, or flextime, then the driver will be compensated accordingly. Drivers will be responsible for cleaning up any spills that may result from fueling.

#### J. REQUESTED DAY TRIPS

A school site teacher, principal, or District official may request a specific currently contracted school bus drivers for two (2) requested day trips per year regardless of current overtime hours worked.

- K. Assigned Time may be agreed upon during route bidding or may be a result of discontinued programs. Assigned Time duties will be for department needs and may include the following:
1. Cleaning (Inside and Out) – District owned vehicles, including any unfinished summer work details
  2. Fuel Island/Wash Area Clean-Up
  3. Towel Collection
  4. Field Trips as long as the trip is consistent with overtime distribution per the CBA
  5. Seat Repairs
  6. Phone/Radio Assistance
  7. Transportation Shop Errands
  8. Other duties as assigned that fall within the driver’s job description and/or their job classification or agreed upon by the driver for the purpose of ensuring the efficient and effective functioning of the work unit.
- L. Cancelled and Rescheduled Trips:
1. When a driver’s trip is cancelled for any reason due to no fault of the driver, the driver shall be offered the next assigned trip from the same rotation.

***ARTICLE 21: CONCERTED ACTIVITIES***

It is agreed and understood that there will be no strike work stoppage, slowdown, or refusal or failure to fully and faithfully perform all job functions and responsibilities or other interference with the operations of the District by the California School Employees Association or its Chapter No. 250 or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. In the event of a strike work stoppage, slowdown, or other interference of the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action. It is agreed and understood that any employee violating this Article may be subject to discipline, including termination by the District. The District agrees not to lock out employees in the bargaining unit.

***ARTICLE 22: NON-DISCRIMINATION***

The Governing Board agrees to comply with the provisions of Title XI and Title VII of the 1964 United States Civil Rights Act, as amended.

### ***ARTICLE 23: CONCLUSIVENESS OF AGREEMENT***

- A. This Agreement constitutes the entire Agreement between the parties and concludes meet and negotiation on any items, whether included in this Agreement or not, for the term of this Agreement. All matters not specifically enumerated within the provisions of this contract shall be deemed to be the sole decision of the Governing Board except those matters that are mandatory subjects of bargaining.
- B. Parties expressly waive and relinquish the right, and each agree the other shall not be obligated during the term of this Agreement to bargain collectively with respect to any subject or matter whether referred to or covered in this Agreement; even though such subjects or matters may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they negotiated or executed this Agreement.
- C. Items in the contract come under the grievance procedure, with the exception of those so enumerated within the provisions of this Agreement.
- D. Any additions or changes in the Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

### ***ARTICLE 24: SUPPORT OF AGREEMENT***

This District and CSEA agree that it is to their mutual benefit to encourage the resolution of difference at the least formal level, when possible. For this purpose, the two parties will meet in an informal Consult monthly scheduled by the Associate Superintendent of Human Resources or designee (if needed, or the frequency agreed to mutually) to discuss and resolve issues of mutual concern.

- 1. Release time shall be provided for no more than two CSEA designees, unless mutually agreed upon with prior notice. This time shall not count against the aggregated CSEA release time agreed to in Article 6 Paragraph E.
- 2. It is also agreed that the District and CSEA will support this Agreement for its term and the Association will not appear or cause members to appear before the public school employer regarding this Agreement in order to seek change or improvement in any matter subject to the meeting and collective bargaining process of this agreement, except as by mutual agreement of the District and the Association.

***ARTICLE 25: COMPLETION OF MEET AND NEGOTIATION***

1. During the term of this Agreement, the Association and the District expressly relinquish the right to meet and negotiate with respect to any subject or matter whether or not referenced to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and were later withdrawn, except as to reopeners as address below.
2. Reopeners – Either party may reopen negotiations on Compensation and Benefits (Article 12), and two (2) other subjects requested by either party. The requesting party shall send written notice to the other part of the request to reopen on or before January 31<sup>st</sup> proceeding the school year which any changes may become effective.


***ARTICLE 26: SAVINGS CLAUSE***

- A. If any provisions of the Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted, but all other provisions will continue in full force and effect.
- B. Such article, section, or provision upon being deemed invalid shall revert to the authority of the Governing Board during the remaining period of the contract or until a new collective bargaining agreement is reached on that invalidated subject. The parties agree to negotiate within thirty (30) days.

**Negotiations Team Members**

For the District

For CSEA Chapter 250

 9-30-24

Barry Jager

Associate Superintendent, Human Resources



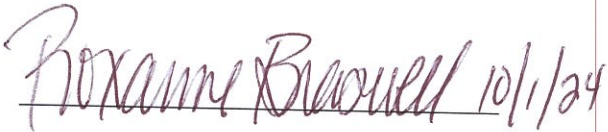
Michael Johnston

Associate Superintendent, Administrative Services

 10-1-24

Susan Rutledge

Assistant Superintendent, Business Services

 10/1/24

Roxanne Braswell, Chief Human Resources Officer

# **APPENDIX I**

Salary Schedule

**CLOVIS UNIFIED  
SCHOOL DISTRICT**

PERSONNEL

Classified

**CLASSIFIED COMPENSATION AND CONTRACTS**CLASSIFIED OPERATIONS UNIT SALARY SCHEDULE

The Classified Operations Unit Salary Schedule is set forth on the following page.

Adopted: 07/01/2001

Amended: 11/01/2001, 07/01/2004, 10/26/2005, 10/11/2006, 11/14/2007, 08/29/2008 (fiscal year), 06/01/2010, 07/14/2011, 04/11/2012, 07/01/2013, 07/01/2014, 07/15/2015, 01/01/2016, 07/01/2016, 01/01/2017, 07/01/2017, 01/01/2018, 07/01/2018, 07/01/2019, 07/01/2020, 07/01/2021 (EXH 6405(3) renumbered as EXH 4251.10(3)), 07/01/2022, 08/31/2022 (amendment effective 07/01/2022), 02/15/2023 (amendment effective 07/01/2022), 07/01/2023, 07/01/2024, rev 7/17/24



**EXHIBIT NO. 4251.10(4)**

**CLASSIFIED OPERATIONS UNIT SALARY SCHEDULE**  
**2024-2025**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	Hr.	Hr.	Hr.	Hr.	Hr.	Hr.	Hr.	Hr.
03	\$17.60	\$18.09	\$18.60	\$19.13	\$19.67	\$20.21	\$20.78	\$21.36
04	\$18.05	\$18.56	\$19.09	\$19.62	\$20.17	\$20.74	\$21.32	\$21.92
05	\$18.53	\$19.04	\$19.58	\$20.13	\$20.70	\$21.28	\$21.87	\$22.49
06	\$19.01	\$19.54	\$20.09	\$20.66	\$21.24	\$21.83	\$22.44	\$23.07
07	\$19.50	\$20.05	\$20.61	\$21.20	\$21.79	\$22.40	\$23.03	\$23.67
08	\$20.00	\$20.57	\$21.14	\$21.74	\$22.36	\$22.98	\$23.62	\$24.29
09	\$20.53	\$21.10	\$21.70	\$22.30	\$22.94	\$23.58	\$24.24	\$24.92
10	\$21.06	\$21.65	\$22.26	\$22.88	\$23.53	\$24.19	\$24.87	\$25.57
11	\$21.61	\$22.22	\$22.84	\$23.48	\$24.14	\$24.82	\$25.52	\$26.24
12	\$22.17	\$22.80	\$23.43	\$24.10	\$24.77	\$25.47	\$26.19	\$26.91
13	\$22.75	\$23.39	\$24.04	\$24.72	\$25.42	\$26.13	\$26.86	\$27.62
14	\$23.34	\$23.99	\$24.67	\$25.36	\$26.07	\$26.81	\$27.56	\$28.34
15	\$23.95	\$24.61	\$25.31	\$26.02	\$26.75	\$27.50	\$28.27	\$29.08
16	\$24.57	\$25.26	\$25.96	\$26.70	\$27.45	\$28.22	\$29.01	\$29.82
17	\$25.20	\$25.91	\$26.64	\$27.39	\$28.16	\$28.95	\$29.76	\$30.61
18	\$25.86	\$26.59	\$27.34	\$28.11	\$28.90	\$29.71	\$30.54	\$31.40
19	\$26.53	\$27.28	\$28.04	\$28.83	\$29.65	\$30.48	\$31.33	\$32.22
20	\$27.22	\$27.99	\$28.78	\$29.58	\$30.42	\$31.27	\$32.15	\$33.05
21	\$27.94	\$28.72	\$29.52	\$30.35	\$31.21	\$32.08	\$32.99	\$33.91
22	\$28.65	\$29.47	\$30.29	\$31.14	\$32.02	\$32.92	\$33.84	\$34.79
23	\$29.40	\$30.23	\$31.08	\$31.96	\$32.85	\$33.77	\$34.72	\$35.70
24	\$30.17	\$31.02	\$31.88	\$32.78	\$33.71	\$34.65	\$35.63	\$36.63
25	\$30.95	\$31.82	\$32.72	\$33.63	\$34.58	\$35.55	\$36.56	\$37.58
26	\$31.76	\$32.65	\$33.57	\$34.51	\$35.48	\$36.48	\$37.51	\$38.56
27	\$32.58	\$33.50	\$34.44	\$35.41	\$36.40	\$37.42	\$38.48	\$39.56
28	\$33.43	\$34.37	\$35.33	\$36.32	\$37.35	\$38.40	\$39.48	\$40.59
29	\$34.11	\$35.07	\$36.05	\$37.06	\$38.11	\$39.17	\$40.28	\$41.41
30	\$35.50	\$36.50	\$37.53	\$38.58	\$39.67	\$40.79	\$41.93	\$43.11
31	\$36.40	\$37.42	\$38.48	\$39.55	\$40.67	\$41.81	\$42.98	\$44.19
32	\$37.32	\$38.36	\$39.44	\$40.54	\$41.68	\$42.85	\$44.06	\$45.30

**LONGEVITY (YEARS OF SERVICE WITH CLOVIS UNIFIED SCHOOL DISTRICT ONLY)** Note: Years of credited service for anniversary increment purposes shall mean years of service with CUSD and will be paid commencing with the 15<sup>th</sup> - 19<sup>th</sup> years, 20<sup>th</sup> - 24<sup>th</sup> years, 25<sup>th</sup> and thereafter. (Board Policy No. 4251.10)

15 Years \$2,877.00  
20 Years \$5,494.00  
25+ Years \$10,726.00

**DOCTORATE AND MASTER STIPENDS**

Doctorate Stipend (Board Policy No. 4151.30, 4251.30, 4351.30) = \$2,521.00  
Master Stipend (Board Policy No. 4251.10) = \$1,787.00



## **APPENDIX II**

Performance Report

## Clovis Unified School District Operations Unit Performance Appraisal - 2024-25

(Must be completed by the evaluator and submitted to the Human Resources Department by **June 1.**)

<b>Name:</b>		<b>Date:</b>	
<b>ID#:</b>			
<b>Position:</b>			
<b>Department/Site:</b>			
<b>Type of Evaluation:</b>	Annual <small>(Due 6/1)</small>	Unscheduled	Probationary <small>70th Working Day</small>
			Probationary <small>110th Working Day</small>

**Philosophy:** Performance appraisal is a process designed to foster continuous professional improvement.

### Performance Rating Scale

1 = Substandard\*    2 = Marginal\*    3 = Adequate    4 = Proficient    5 = Superior    6 = Exceptional

\*(Action Plan Required)

1.0 Quality of Work Performed	Rating	Comments			
1.1 Demonstrates appropriate knowledge of work					
1.2 Demonstrates accuracy in work produced					
1.3 Shows a neatness and pride in work					
2.0 Quantity of Work	Rating	Comments			
2.1 Produces an acceptable volume of work					
2.2 Meets required schedules and deadlines					
3.0 Work Habits	Rating	Comments			
3.1 Observes work hours					
3.2 Displays initiative					
3.3 Accepts direction					
3.4 Accepts change					
3.5 Uses good judgment					
3.6 Plans and organizes work effectively and efficiently					
3.7 Complies with department and district policies/procedures					
3.8 Demonstrates proper operation and care of equipment					
3.9 Complies with safety/sanitation practices and procedures					
4.0 Interpersonal Skills	Rating	Comments			
4.1 Interacts positively with coworkers and employees					
4.2 Interacts positively with students/public/community					
4.3 Interacts positively with supervisor(s)					
<b>OVERALL AVERAGE PERFORMANCE RATING</b>		<b>#DIV/0!</b>			
<b>LAST YEAR'S PERFORMANCE RATING</b>					
1	2	3	4	5	6

**Clovis Unified School District**  
**Operations Unit Performance Appraisal**  
**Narrative Supplement**

(Must be completed by the evaluator and submitted to the Human Resources Department by **June 1.**)

**Name:** 0

**ID Number:** 000-00-0000

**Strengths/Unique Qualities/Achievements**

**Areas of Concern/Improvement Needed**

**Goals to be Met for Next Evaluation**

**Action Plan Required**

(Employee must submit an Action Plan to his/her supervisor within 10 days from receipt of performance appraisal for all performance substandards with ratings of 1 or 2.)

I have reviewed and discussed this performance appraisal with my evaluator. My signature does not imply my agreement. I recognize that I have the opportunity to attach a response to this evaluation by submitting my written comments (Employee Reflection Form) to the Human Resources Department within 10 working days from receipt of my performance appraisal.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

Reviewer's Signature \_\_\_\_\_ Date \_\_\_\_\_



**PERFORMANCE APPRAISAL CRITERIA**  
**Clovis Unified School District**  
**~ Operations Unit ~**

The six Performance Appraisal Criteria outlined below are designed to provide Operations Unit employees and supervisors with the standards to be used for completing performance evaluations. The evaluation form and criteria serve as tools to assist employees and supervisors in identifying areas of relative strength and areas requiring improvement, as well as to acknowledge superior and exceptional job performance. Lastly, the evaluation form provides a written documentation of employee development, progress, goal setting, and goal achievement for the purpose of enhancing dialogue between the employee and supervisor regarding the employee's job performance.

**EXCEPTIONAL = 6**

The employee's work performance, productivity, skill level, and/or efforts are clearly and consistently well beyond expectations. The employee's work contributes remarkably to the operations of the site/department/district and is considered pace setting.

**SUPERIOR = 5**

The employee's work performance, productivity, skill level, and/or efforts are above normal expectations and demonstrate valuable abilities, experiences, and energies resulting in enhanced operations of the site/department/district.

**PROFICIENT = 4**

The employee's work performance, productivity, skill level, and/or efforts meet job expectations.

**ADEQUATE = 3**

The employee's work performance, productivity, skill level, and efforts are satisfactory, however, there are certain areas which need improvements. As a result, the employee requires closer supervision and direction. In those cases where the employee has been apprised of these weaknesses, no measurable improvements are evident.

**MARGINAL = 2**

The employee's work performance, productivity, skill level, and/or efforts are weak and consistently below average. Constant supervision is needed, even in routine situations. The employee must complete a written and specific Action Plan detailing specific performance improvements.

**SUBSTANDARD = 1**

The employee's work performance, productivity, skill level, and/or efforts are unacceptable and most objectives are not met, even though the employee has been provided with close and constant supervision. The employee must complete a written and specific Action Plan detailing specific performance improvements. The employee must achieve reasonable improvement within the timeline designated in the Action Plan or disciplinary action may occur, including the possibility of reassignment or termination.

**CLOVIS UNIFIED SCHOOL DISTRICT**  
**EMPLOYEE PERFORMANCE APPRAISAL (SUPPLEMENT)**  
**EMPLOYEE REFLECTION FORM**

(Employee may complete this document which will be attached to his/her performance appraisal.)

**Date:**

**Name:**

**ID#:**

**Position:**

**Department/Site:**

**Performance Appraisal Date:**

\*\*\*\*\*

Employee's Statement: I understand that this document will be permanently attached to my performance appraisal and will be placed in my personnel file.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

## **APPENDIX III**

Schematic List of Classes and Salary Ranges

**CLOVIS UNIFIED  
SCHOOL DISTRICT**

PERSONNEL

Classified

**CLASSIFIED COMPENSATION AND CONTRACTS****CLASSIFIED SALARY SCHEDULE  
SCHEMATIC LIST OF CLASSES AND SALARY RANGES**

The Classified Salary Schedule Schematic List of Classes and Salary Ranges is set forth on the following pages.

Amended: 01/18/2007, 11/14/2007, 06/05/2008, 08/12/2008, 09/29/2008, 04/17/2009 (year only), 08/10/2009, 06/01/2010, 09/22/2010, 01/05/2011, 07/14/2011, 07/01/2012, 07/01/2014, 07/01/2015, 10/30/2015, 05/03/2016, 07/01/2016, 08/31/2016, 04/12/2017, 06/22/2017, 07/01/2017, 09/14/2017, 12/06/2017, 05/07/2018, 07/01/2018, 07/01/2019, 08/26/2019, 10/30/2019, 12/19/2019, 04/15/2020, 06/16/2020, 07/01/2020, 07/22/2020, 07/01/2021 (EXH 6405(1) renumbered as EXH 4251.10(1)), 02/02/2022, 04/22/2022, 06/01/2022 (amendment effective July 1, 2021), 07/01/2022, 08/11/2022 (amendment effective 02/02/2022), 8/31/2022 (amendment effective 07/01/2022), 02/15/2023 (amendment effective 07/01/2022), 05/17/2023, 7/1/2023, 7/1/24





**EXHIBIT NO. 4251.10(1)**  
**CLASSIFIED SALARY SCHEDULE**  
**SCHEMATIC LIST OF CLASSES AND SALARY RANGES**  
**2024-2025**

**A. BUSINESS SUPPORT UNIT**

<b>1. ACCOUNTING SERIES</b>	<b>Grade</b>
Payroll Specialist	25
Accounting Specialist	25
District ASB Clerk	25
Accounting Technician	19
Payroll Technician	19
School Account Clerk	17
Accounting Assistant III	15
Payroll Assistant	15
Accounting Assistant II	11
Accounting Assistant I	09

<b>2. CLERICAL-SECRETARIAL SERIES</b>	<b>Grade</b>
Department Office Supervisor	23
School Office Supervisor, Senior	23
School Office Supervisor, Adult School	21
School Office Supervisor, Alternative Ed.	21
School Office Supervisor, Intermediate.	21
School Office Supervisor, SOS	21
Special Education Technical Support	21
Administrative Assistant	19
School Office Supervisor, Elementary	19
School Secretary II	19
Travel Analyst	19
Administrative Secretary II	17
Data Control Specialist	13
Registration Specialist	13
School Secretary I	13
Student Activities Spec. III Athletic/Active.	13
Student Activities Specialist III	13
Administrative Secretary I	11
Student Activities Specialist II	11
Student Activities Specialist, Adult School	11
Student Services Specialist, Adult School	11
Child Development Data Assistant	09
Student Activities Specialist I	09
Student Activities Specialist I (Attendance)	09
Teacher Center Assistant	08
Clerical Specialist II	06
Clerical Specialist I	04
Clerk, Student Store	01

<b>3. COMMUNICATIONS-MARKETING SERIES</b>	<b>Grade</b>
Resource Development Specialist II	34
Digital Communications Specialist	29
Production Specialist	29
Communications Specialist	25
Digital Media Specialist	25
Resource Development Specialist I	23

<b>4. HEALTH SERIES</b>	<b>Grade</b>
LVN/RN	29
Health Services Assistant II	21
Clerical Specialist Health Center	08
Health Services Assistant I	08
Covid Assistant Short Term	04

<b>5. OPERATIONS SUPPORT SERIES</b>	<b>Grade</b>
Agricultural Farm Supervisor	21
Capital Projects Assistant II	17
Vehicle Control Technician	15
District Farm Technician	13
Capital Projects Assistant I	11
Transportation Data Clerk	09

<b>6. PURCHASING SERIES</b>	<b>Grade</b>
Buyer II	25
Buyer I	21
Purchasing Assistant	15

<b>7. REPRODUCTION CENTER SERIES</b>	<b>Grade</b>
Document Processing Technician III	13
Document Processing Technician II	09
Document Processing Technician I	06
Copier Systems Operator	04

<b>8. SECURITY SERIES</b>	<b>Grade</b>
School Resource Officer II	23
School Resource Officer I	21
Student Attendance Officer	17
Student Relations Liaison	15



**EXHIBIT NO. 4251.10(1)**

**BUSINESS SUPPORT UNIT (continued)**

<b>9. SPECIAL ED SERIES</b>	<b>Grade</b>
Applied Behavior Lead Therapist	27
Speech-Language Pathology Assistant	27
Therapeutic Intervention Clinical Associate	23
Braille Transcriber	19
<b>10. SPECIAL PROGRAMS SERIES</b>	<b>Grade</b>
District Community Liaison	19
Program Assistant Community Education	17
Program Technician	17
<b>11. TECHNOLOGY SERVICES SERIES</b>	<b>Grade</b>
Classified Technology Trainer	43
Senior Software Engineer	43
Data Warehouse Developer	43
Security Analyst, Senior	43
Software Engineer	40
Network Analyst IV	37
Software Developer & Integration Analyst	34
Network Analyst III	31
Network Technician	29
Systems Application Analyst	29
Network Analyst II	27
Technical Support Specialist IV	25
Computer Repair Technician	23
Network Analyst I	23
System Operations Technician	23
Technical Support Specialist III	21
Technical Support Specialist II	17
Technical Support Specialist I	13
Computer Repair Parts Clerk	06

**B. CONFIDENTIAL UNIT**

<b>1. BENEFITS SERIES</b>	<b>Grade</b>
Risk Management Specialist	25
Benefits Technician	19
Benefits Assistant	15
<b>2. HUMAN RESOURCES SERIES</b>	<b>Grade</b>
Human Resources Specialist	25
Human Resources System Operator	19
Human Resources Technician	19
Human Resources Assistant II	15
Human Resources Assistant I	11
<b>3. SECRETARIAL SERIES</b>	<b>Grade</b>
Executive Assistant/Paralegal	31
Executive Assistant	29
Administrative Specialist-Governing Board	27
Administrative Assistant Senior	25

**C. INSTRUCTIONAL SUPPORT UNIT**

<b>1. CHILD DEVELOPMENT</b>	<b>Grade</b>
Child Development Lead II	10
Child Development Lead I	06
Child Development Instructor	04
Child Development Aide	01
Preschool Aide	01
<b>2. PARAPROFESSIONAL SERIES</b>	<b>Grade</b>
Educational Interpreter II	29
Teacher/Program Assistant Clovis Family Literacy Program-Early Childhood Ed. (Preschool)	25
District Community Liaison	19
Educational Interpreter I	19
Naturalist	19
Home Visitation Liaison-Clovis Family Literacy Program	11
Special Ed. Home School Liaison FRC	09
Instructional Assistant IV	15
Instructional Assistant III	08
Library Technician	08
Instructional Assistant II	06
Instructional Assistant II, Bilingual	06
Instructional Assistant II, Indian Ed.	06
Instructional Assistant II, Lab	06
Instructional Assistant II, Special Ed.	06
Instructional Assistant I	04
Instructional Assistant I, 34 + 1	04
Instructional Assistant I, Home Liaison Aide	04
Instructional Assistant I, Intervention	04
Instructional Assistant I, Migrant	04
<b>3. SAFETY SERIES</b>	<b>Grade</b>
Campus Monitor II	02
Campus Monitor I	Min. Wage
<b>4. THEATRE SERIES</b>	<b>Grade</b>
Technical Director Assistant	25
Theater Technical Specialist	25
Lighting and Sound Technician	21
Theater Technician	19
<b>4. VISUAL AND PERFORMING ARTS</b>	<b>Grade</b>
Music Assistant	17
Accompanist	09



**EXHIBIT NO. 4251.10(1)**

**D. OPERATIONS UNIT**

<b>1. CAMPUS CATERING SERIES</b>	<b>Grade</b>
Campus Catering Assistant Supervisor	13
Cook/Baker, SOS	13
Cook/Baker	11
Food Service Utility Worker SOS	08
Snack Bar Operator	04
Campus Catering Specialist	08
Campus Catering Assistant	03
<b>2. CUSTODIAL SERIES</b>	<b>Grade</b>
Small Engine Equipment Mechanic	13
Custodial Utility Worker	09
Custodian SOS	08
Custodian II	08
Athletic Equipment Attendant	08
Custodian I	06
Locker Room Attendant	06
<b>3. GROUNDS SERIES</b>	<b>Grade</b>
Environmental Safety Specialist	21
Grounds Structural Specialist	21
Skilled Groundskeeper Senior	19
Skilled Groundskeeper Mechanic	17
Skilled Groundskeeper	15
Groundskeeper II	13
Groundskeeper I	09

<b>4. MAINTENANCE SERIES</b>	<b>Grade</b>
Building Maintenance Mechanic II	29
Electronic Systems Technician, Senior	29
Electronic Systems Technician	27
Building Maintenance Mechanic I	25
Building Maintenance Worker II	19
CAD Drafter	19
Building Maintenance Worker I	15
Maintenance Procurement Clerk	15
Pool Maintenance Worker II	13
<b>5. TRANSPORTATION SERIES</b>	<b>Grade</b>
Vehicle Mechanic II	27
Vehicle Mechanic I	23
School Bus Driver II	13
Transportation Parts Clerk	04
School Bus Driver I	09
Vehicle Service Worker I	13
<b>6. WAREHOUSE SERIES</b>	<b>Grade</b>
Delivery Driver/Warehouse Worker	13
Shipping & Receiving Clerk II	11
Shipping & Receiving Clerk I	04

<b>G. PROFESSIONAL GROWTH (Board Policy No. 4231.1, 4331.10)</b>	
1 <sup>st</sup> Professional Growth	\$830.00
2 <sup>nd</sup> Professional Growth	\$1,661.00
3 <sup>rd</sup> Professional Growth	\$2,491.00
4 <sup>th</sup> Professional Growth	\$3,321.00
5 <sup>th</sup> Professional Growth	\$4,151.00
6 <sup>th</sup> Professional Growth	\$4,982.00

Doc# 46735-22 (06/2023, None)