COLLECTIVE BARGAINING AGREEMENT
between

MADERA UNIFIED SCHOOL DISTRICT
and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
LOCAL CHAPTER NO. 169

July 1, 2025 - June 30, 2028

MADERA UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES DEPARTMENT

MUSD BOARD APPROVED: May 26, 2026
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TABLE OF CONTENTS

ARTICLE

I RECOGNITION 3
II ORGANIZATIONAL SECURITY 4
III DISTRICT RIGHTS 5
IV ORGANIZATION EMPLOYEE RIGHTS 6
V HOURS AND OVERTIME 11
VI PAY AND ALLOWANCES 16
VII HEALTH AND WELFARE BENEFITS 20
VIII HOLIDAYS 23
IX VACATION PLAN 24
X LEAVES 27
XI TRANSFER 39
XII PROMOTION 41
XIII ORDER OF LAYOFF, REEMPLOYMENT AND LENGTH OF SERVICE 43
XIV CLASSIFICATION AND RECLASSIFICATION 47
XV GRIEVANCE ARTICLE 55
XVI SEVERABILITY 52
XVII NEGOTIATIONS 56
XVIII DISCIPLINARY ACTION 57
XIX PERSONNEL FILES 62
XX EVALUATION PROCEDURES 64
XXI TRANSPORTATION 67

ADDENDA:

DURATION ..... A
HOLIDAYS ..... B
CLASS & CLASSIFICATION ASSIGNMENTS C
UNIFORMS FOR BUS DRIVERS ..... D
MISCELLANEOUS AND PRIOR MOUs ..... E
RESPONSIBILITY FACTORS ..... F

ARTICLE I
RECOGNITION

1.1 This agreement is made and entered into this 10th day of April 2026, by and between the MADERA UNIFIED SCHOOL DISTRICT, herein referred to as District, and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its MADERA CHAPTER #169, hereinafter referred to as CSEA.

1.2 The District recognizes CSEA as the exclusive representative for that unit of employees recognized by the Public Employees Relation Board in the Certification of Representation Form dated May 11, 1976, with modification as agreed to by the District and the Association. That unit is defined as Classifications Represented by CSEA in Appendices.

1.3 CSEA, Chapter #169, is acknowledged as an affiliate of STATE CSEA and has the right to call upon STATE CSEA for what services it deems proper and necessary.

1.4 The purpose of the agreement is to promote the improvement of personnel management and employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

1.5 All newly created classified positions will be assigned in accordance with PERB rules regarding unit modifications. Unresolved disputes regarding whether a position should be within or excluded from the bargaining unit shall be submitted to PERB for resolution.

1.6 Exclusions: Employees listed in Education Code section 45103, i.e., substitutes, noon aides, management, confidential, and supervisory employees are excluded from this agreement.

ARTICLE II
ORGANIZATIONAL
SECURITY

2.1 DUES DEDUCTIONS

2.1.1 The Association shall have the sole and exclusive right to receive the payroll deduction for membership dues at the CSEA established rate.

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

2.1.3 District shall deduct in accordance with the Association dues schedule as provided by the Association, dues from wages of all classified employees in the bargaining unit who are members of CSEA.

2.1.4 The District shall refer all classified employees to the Chapter President or Labor Relations Representative for any questions regarding dues deductions.

2.1.5 The Association certifies that it shall maintain employee written authorization for deduction of membership dues. The District shall only make changes to payroll deductions for new or current bargaining unit members when provided with written authorization from the Association.

2.2 Hold Harmless Provisions

2.2.1 The California School Employees Association agrees to hold the District and its agents and officers harmless and indemnify the District from any and all liability, harm, cause of action arising from the membership dues deduction provisions contained herein.

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

ARTICLE III
DISTRICT RIGHTS

3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law.

Included in, but not limited to those duties and powers, are the exclusive right to: Determine its organization; direct the work of its employees; determine the times, hours, and the locations of operations and personnel; determine the kinds of and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of district operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the method of raising revenue. In addition, the District retains the right to hire, classify, assign, evaluate, transfer, promote, terminate, and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices thereof, and judgment and discretion in connection therewith, shall be limited only by the specific terms that are in conformance with the law.

CSEA agrees to use its best effort in collaboratively working with the District in identifying and implementing the best, most efficient and effective support services for the District, while maintaining a safe environment for students and staff. Nothing herein shall limit the right of the District or CSEA to negotiate on issues relating to the provision.

3.2 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.

3.3 "Emergency" means any emergency declared by Federal, State, or local authorities outside the District, or calamity (i.e., fire, earthquake, flood, etc.), or unusual situation affecting the health and safety of students and staff or situations of a similar and highly unusual nature.

3.4 CSEA and The District are responsible for their own minutes.

ARTICLE IV
ORGANIZATION EMPLOYEE RIGHTS

4.1 CSEA Rights

CSEA shall have the following rights as the exclusive representative: The District and the Association shall not take any adverse action upon an employee's personal, political and organizational activities or preferences which are not in conflict with any statute or interfere with the employee's job performance.

4.2 Bulletin Board

The Association shall have the right to post notices of activities and matters of the Association's concern on bulletin boards assigned to the Association, at least one of which shall be provided in each school and department.

4.3 Facility and Equipment Usage

The Association and its members shall have the right to make use of District equipment, buildings and facilities at reasonable times when not being used for school business and educational purposes with the permission of the appropriate site administrator or department head. The District equipment to be used by the Association shall be limited to the following:

- Copiers for 150 copies or less (CSEA to provide needed paper)
- TV/Screens and projectors
- Miscellaneous equipment utilized to conduct meetings

All District equipment to be used by the Association will remain on school premises. All materials used on the above equipment shall be provided by the Association.

4.4 District Mail

The Association may use the District mail service and the employee mailboxes for communicating with employees. The Association mail will be addressed to the school site representative and the site representative will distribute the mail to individual members. All items distributed shall be clearly identified as to the name of the organization and signed by the President or Vice President. The Assistant Superintendent of Human Resources shall receive a copy of each communication. This does not prevent distribution of Association information by other means.

4.5 Official Business

Association representatives shall be permitted to transact official business at work sites and shall have reasonable access to unit members. To hold a site meeting, such representatives shall contact the work site manager or principal and establish a mutually agreeable time to meet with the employee(s). The

manager or principal will designate the meeting area and the Association will notify the employee(s) of the time and location of the meeting. "Reasonable" is defined as before and after scheduled work periods and rest periods.

4.6 New Hires

4.6.1 District Notice To CSEA Of New Hires

4.6.1.1 The District shall provide CSEA notice of any newly hired employee, within thirty (30) days of date of hire, via electronic mail to the CSEA Chapter President or designee which will include the following information:

i. Full Legal Name;
ii. Date of Hire;
iii. Classification;
iv. Site;
v. Date of Orientation, if known;

4.6.2 Employee Information

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

4.6.2.2 The District shall provide CSEA with contact information on the new hires. The information shall be provided to CSEA electronically in Excel format, via CSEA secure FTP site, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

i. First Name;
ii. Middle Name;
iii. Last Name;
iv. Suffix (e.g., Jr., III);
v. Job Title / Classification;
vi. Department;
vii. Primary Worksite Name:
viii. Work Telephone Number:

ix. Home Street Address (incl. Apartment #);
x. City;
xi. State;
xii Zip Code (5 or 9 Digit);
xiii. Home Telephone Number (10 Digits);
xiv. Personal Cellular Telephone Number (if provided to the District);
xv. Personal Email Address of the Employee (if provided to the District);
xvi. Last Four Numbers of the Social Security Number:
xvii CalPERS Status (either "yes" or "no");
xviii. Hire Date;

This information shall be provided to CSEA for all newly hired employees, including those with prior service within the District.

4.6.2.3 Periodic Update of Contact Information: The District shall also provide CSEA with a list of all bargaining unit members' names and contact information above on the last working day of October, February, and June. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service. This contact information shall include the following items, with each field in its own column:

i. First Name;
ii. Middle Name;
iii. Last Name;
iv. Suffix (e.g., Jr., III);
v. Job Title / Classification;
vi. Department;
vii. Primary Worksite Name:
viii. Work Telephone Number:
ix. Home Street Address (incl. Apartment #);
x. City;
xi. State;
xii Zip Code (5 or 9 Digit);
xiii. Home Telephone Number (10 Digits);
xiv. Personal Cellular Telephone Number (if provided to the District);
xv. Personal Email Address of the Employee (if provided to the District);
xvi. Last Four Numbers of the Social Security Number:
xvii CalPERS Status (either "yes" or "no");
xviii. Hire Date;

4.6.3 New Employee Orientation

4.6.3.1 "New Employee Orientation" means the onboarding process of a newly hired bargaining unit employees, 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.

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

i. In the event the District conducts a group orientation, CSEA shall have (1) hour of paid release time for one (1) CSEA representative. The CSEA Labor Relations Representative may also attend the orientation.

ii. In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. The CSEA Labor Relations Representative may also attend the orientation.

4.6.3.3 The District shall include the CSEA membership application (and a CSEA provided link for an electronic application where applicable), in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of any CSEA literature/membership applications to the District for distribution.

4.6.3.4 The orientations session shall be during the workday of the employee(s), who shall be on paid time.

4.6.3.5 During CSEA segment of the orientation session, at CSEA's request, no District manager or supervisor, or non-unit employee shall be present.

4.6.3.6 The District and CSEA agree to make any further updates to this section as may be required by law.

4.7 Written Report

Upon request the District shall furnish the President of the Association with one (1) copy of the budget information necessary for the Association to meet and negotiate.

4.8 Contract Distribution

Between thirty (30) and sixty (60) days after ratification of this agreement, the District shall print and distribute at no cost to the organization, one copy to each District site/department, and fifty (50) copies to the CSEA President. The District will maintain an electronic version available on the District website, including any extension subsequently negotiated.

Any employee who becomes a member of the bargaining unit after the execution of this agreement shall receive one (1) copy of this agreement.

4.9 Other Employee Insurance

Tax sheltered annuities are available to employees pursuant to Education Code Section 44041. Employees may request a reduction in their contract for Tax Sheltered Annuity purposes by completing the necessary forms and submitting them to the District Business Office no later than 5:00 p.m. on the first working day of the month affected. A cancellation request must be received in the Business Office by no later than the first working day of the month affected.

4.10 A reasonable number of Association representatives shall receive reasonable periods of District-paid release time for meeting and negotiating on negotiation dates.

4.11 Representatives designated by the Association shall receive reasonable periods of release time for processing grievances under Article XV, Section 15.4 of the Agreement. The Association shall provide the District with written notification of the names of its grievance representatives at the beginning of each fiscal year. A second representative will be permitted if he/she is in training and the Association provides at least two (2) hours' advance notice.

4.12 In addition to Sections 4.10 and 4.11 above, the Association shall receive release time in accordance with the terms and conditions set forth in Education Code Section 45210, provided that a letter is received by the District on official CSEA letterhead setting forth the addressee for the District's submission of an invoice. CSEA shall reimburse the District for all compensation paid to the employee on account of the release time.

4.13 At the beginning of each fiscal year, the District and Association shall meet and schedule a monthly informal consultation meeting at mutually agreeable times during the year for the purpose of discussing pending issues affecting unit members.

4.14 The District agrees to provide District-paid release time not to exceed five (5) days per year, and not to exceed four (4) CSEA-designated bargaining unit members, for purposes of attending CSEA's annual conference. The CSEA- designated bargaining unit members shall each be from different District Departments/sites.

4.15 Eight-hour shift differential employees will receive up to one-hour release time for association meeting attendance. Such attendance will be verified by sign-in at the meeting. Release time will be limited to one hour per month.

ARTICLE V
HOURS AND OVERTIME

5.1 Work Day

A workday is defined in Education Code Section 45127.

5.1.1 "Workday" is eight hours.

5.1.2 "Workweek" shall be 40 hours.

5.1.3 "Layover" is considered the time during which the driver is not transporting students.

5.2 Exception to Working Hours

There may be variations of the workday in certain departments to conform to the need of the department. When the District deems it necessary, shifts will be assigned to early or late hours, or on Saturdays and Sundays, in order to accomplish the work. When a classified employee is assigned a work week other than Monday through Friday, and as a result thereof, the employee loses a holiday to which he/she would otherwise be entitled, a substitute holiday shall be provided for such employee pursuant to Education Codes 45203 and 45205.

5.3 Lunch Periods

All employees covered by this agreement shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be for a period of no less than one-half hour and shall be scheduled for full-time employees by the employee's supervisor.

5.4 Rest Periods

5.4.1 Rest periods are compensated time during which employees do not perform services. The purpose of the rest period is to provide rest and relaxation to avoid accidents and improve employee productivity.

5.4.2 Duration

A rest period shall be no greater than 15 minutes in length.

5.4.3 Scheduling

The immediate supervisor shall be responsible for scheduling rest periods at or near the midpoint of each consecutive four (4) hour shift.

5.4.4 Entitlement

To be entitled to a paid fifteen-minute (15) rest period, the employee must work a work schedule that has four (4) consecutive hours of work. A second fifteen (15) Rest Period will be scheduled for those employees who are scheduled for eight (8) consecutive hours.

5.4.5 Layover

A "layover" in excess of fifteen minutes that is utilized for rest and relaxation will be considered as a paid fifteen-minute rest period.

5.5 Overtime Compensation

5.5.1 The rate of authorized overtime compensation for all classified service is the hourly rate of the employee times one and one-half (1 ½) of the regular workday.

5.5.2 Overtime shall be considered anytime worked over an 8-hour day or a 40-hour week. If for all or certain classes of classified positions the established workday is less than eight hours but seven hours or more and the established work week is less than 40 hours but 35 hours or more, all time worked in excess of the established workday and work week shall be considered overtime pursuant to Education Code Section 45128.

5.5.3 The District shall provide compensatory time off or cash payment for overtime work in accordance with the law and this negotiated agreement. The District shall carefully keep records related to the accrual of overtime. Employees subject to overtime payment shall complete a daily record of their time worked. Falsification of time records may result in disciplinary action against the employee and may subject him/her to civil and criminal penalties. Employees have the option to accept the overtime as pay or compensatory time off. CTO may be accrued up to a maximum of one hundred and sixty hours (160) hours of overtime work (which equals 240 CTO hours). Employees may use CTO within a reasonable period of the employee's request to do so, provided that this does not unduly disrupt District operations and the employee has provided at least twenty-four (24) hours' notice of the employee's intent to use CTO. No overtime or CTO shall be allowed except as authorized by an employee's immediate supervisor. CTO earned and unscheduled up to the last work day in November shall be paid as part of the December 31st payroll.

5.5.3.1 When an employee is transferred to a new site or promoted to a new position, CTO earned at the employee's former site/position shall be paid out prior to the transfer or promotion.

5.5.3.2 CTO shall only be accrued where an employee is providing services at his/her site/department. If an employee works overtime hours at a different site/department than they are assigned, the overtime shall be paid as compensation.

5.5.4 When an emergency occurs, the District representative shall give verbal notice of the overtime assignment and whether the District proposes to pay cash for the overtime or provide compensatory time off.

5.6 Workweek

5.6.1 Five consecutive days; overtime (Education Code section 45131) states: Notwithstanding the provisions of section 45131, the workweek shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the workweek. Such an employee shall be compensated for any work required to be performed on the sixth and seventh day following the commencement of the workweek at a rate equal to one and one-half (1½) times the regular rate of pay of the employee designated and authorized to perform the work.

5.6.2 An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh day following the commencement of his/her workweek, be compensated for at a rate equal to one and one-half (1½) times the regular rate of pay of the employee designated and authorized to perform the work.

5.6.3 Positions and employees excluded from overtime compensation pursuant to section 45130 shall likewise be excluded from the provisions of this section.

5.7 Overtime - Equal Distribution

5.7.1 Overtime shall be distributed and rotated as equally as is practical among qualified employees in the bargaining unit within each department. The District management specifically reserves the right to determine what the term "qualified" means as it applies to this article (see sections 5.12 through 5.20 for bus trip overtime). Bargaining unit members accepting an overtime assignment and canceling without a 24-hour notice, except in case of an emergency, will lose the next rotation of overtime. The department director or designee will make determinations regarding emergencies.

5.7.2 Entitlement to overtime will be based upon the employee being available to do the overtime. Employees on a long-term leave of absence will only be entitled to the proportionate amount of overtime, based on the days worked. Should all eligible employees refuse the overtime, the District shall have the right to assign the least senior/most qualified employee the overtime (see sections 5.12 through 5.20 for bus trip overtime).

5.7.3 Safety Officer – Site Overtime Distribution

5.7.3.1 Overtime will be offered to unit members at the site affected and according to a rotational District maintained Security Officer seniority list.

5.7.3.2 Any overtime not accepted by the affected site will then be offered to all remaining unit members based on seniority and site assignment. For example, an overtime opportunity at a middle school shall first be offered to other middle school safety officers based on seniority. In the event the overtime opportunity is not filled, the District may then open the opportunity to all other safety officers based on seniority.

5.7.3.3 Any overtime not accepted by the affected site and remaining unit members will be offered to Substitute Safety Officers.

5.7.3.4 Any overtime not accepted by the affected site, remaining unit members, and Substitute Safety Officer will be assigned to the least senior officer, on a rotational basis, at the affected site.

5.8 Additional Training

Employees required by the District to take additional training shall be on a paid basis. Training conducted outside of standard business hours for the purpose of skill enhancement is considered voluntary and is on an unpaid basis.

5.9 Shift Differential

5.9.1 Members of the bargaining unit whose shift requires service after 7:00 pm shall receive a premium of one (1) salary range above the regular rate for the respective classification. This provision shall apply to regular shifts occurring within the stated timeframe and to shifts which are undertaken on a temporary basis.

5.9.2 Members of the bargaining unit whose regular work shift requires

services after midnight, shall receive a two (2) salary range differential. This provision shall apply to regular shifts occurring within the stated timeframe and to shifts which are undertaken on a temporary basis.

5.10 Temporary Assignments

5.10.1 All classified employees shall be assigned to 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, the employee shall receive a temporary pay increase of 5% for the period of time the additional duties are performed. If the District assigns a temporary assignment to the higher class that exceeds twenty (20) workdays, the District shall complete the limited-term process per PC Rules and the employee shall be paid at a rate on the salary schedule as if the employee had been promoted to the higher-level class for the entire period he/she holds the temporary position.

5.10.1.1 No employee shall assume a position or perform work exclusive to a higher classification without prior approval from the employee's supervisor.

5.10.1.2 If an employee assumes a position or performs work exclusive to a higher classification without prior approval, they shall not receive compensation for the higher classification.

5.11 Adding Additional Hours to Existing Positions

The District may add additional hours to any existing position. If the position is currently occupied, the current occupant is not guaranteed the increased hours. Rather, the employee contracted in the same titled position working the greatest number of hours not equal to or greater than the hours of the newly adjusted position shall have first right of acceptance. In the event that more than one employee has the greatest number of hours then seniority shall be the determining factor. If the District increases the hours of a vacant position, then the existing Personnel Commission practices shall be used to select the candidate.

ARTICLE VI
PAY AND ALLOWANCES

6.1 For the 2025-2026 school year, the Classified Salary Schedule shall be increased by 5% effective July 1, 2025. The retroactive payment for the salary schedule increases from July 1, 2025, through the present are only applicable to the following employees.

a. Employees who were employed during the fiscal year commencing on July 1, 2025, and who remain employed as of the date that the tentative agreement is fully ratified by both parties.

b. Employees who were employed during the fiscal year commencing on July 1, 2025, and have retired through a verified CalPERS retirement on or before June 30, 2026.

For the 2026-2027 school year, the Classified Salary Schedule shall be increased by 3% effective July 1, 2026.

Longevity: The District agrees to provide an additional monthly stipend during the months of service as follows:

.035 of the employee's salary for completion of 10 years in MUSD
.045 of the employee's salary for completion of 15 years in MUSD
.055 of the employee's salary for completion of 20 years in MUSD
.065 of the employee's salary for completion of 25 years in MUSD
.075 of the employee's salary for completion of 30 years in MUSD
.085 of the employee's salary for completion of 35 years in MUSD

The percentages are not cumulative. The unit member must have completed the year to receive the longevity percentage.

6.2 Mileage Reimbursement

Any bargaining unit employee required by the District to use their vehicle on approved District business in order to carry out their regular assigned duties or other District approved travel shall be reimbursed at the applicable IRS rate per mile. This rate shall automatically increase as the IRS increases its applicable rate.

6.2.1 Regular or assigned travel shall include:

a. Travel between work sites: The mileage computation shall include mileage from the primary work site to the secondary work site. If required to return to the primary work, mileage will be paid.

b. Transporting: Travel by unit members whose assigned duties specifically involve transportation of supplies, equipment, currency, or staff/students.

6.2.2 Travel reimbursements shall be payable in a separate warrant drawn against District funds upon submission of a proper and correct claim by bargaining unit employee to the District Office.

6.3 Meal Reimbursement

All bargaining unit members who receive prior administrative and/or board approval for travel that requires the employee to incur meal expenses shall be reimbursed. It is required that the employee submit a complete and accurate request for reimbursement on a district-approved form along with any necessary documentation. The employee shall be reimbursed for the reasonable cost of meals not to exceed the IRS-approved rate.

No reimbursement for meals will be made when meals are provided by the District.

6.3.1 Bus Drivers' meal reimbursement while on field trips shall be in accordance with section 6.2. Drivers retain the option to accept a meal provided by the District in lieu of reimbursement.

6.4 Lodging Reimbursement

All bargaining unit members who receive prior administrative and/or Board approval, which requires the employee to incur lodging expenses, shall be reimbursed. It is required that the employee submit a complete and accurate request for reimbursement on a District-approved form along with any necessary documentation. The employee shall be reimbursed for the full cost of the employee's lodging.

6.5 Uniforms

6.5.1 Purpose

It is an objective of MUSD to promote safety, visibility, and conformity among particular employee groups. The intent of the District is to require certain members to wear a District-supplied uniform while performing their duties.

6.5.2 Procedure

The site/department will pay for the initial cost of uniforms and yearly replacement out of their site/department budgets. Uniforms will be consistent by classification and will be determined by a representative group of management, CSEA designee, and unit members from the site/department involved.

Department Heads/Principals shall require of employees who benefit from District-provided uniforms that they be properly worn at all times the employee is on duty.

Mechanics and EPA Pest Control Employees will have their uniforms laundered at the expense of the District. All other employees will launder and maintain their issued uniforms at their own expense.

Employees must surrender their issued uniforms to the site/department upon leaving employment with the District.

6.6 Additional License Requirement

6.6.1 The District will reimburse the one-time cost of an employee's successful completion of the license exam.

6.6.2 The following procedures will be followed in order to have the necessary personnel with the proper license requirements:

6.6.2.1 The District will determine the number of license upgrades needed. The District will first ask for volunteers.

6.6.2.2 If there are no volunteers, the District could assign this responsibility to employees, beginning with the least senior and their job description would be amended to update the license requirement.

6.6.2.3 New hires would be required to pass license requirements as a condition of employment.

6.6.3 Employees who are required to maintain a license/certification as a condition of employment shall receive paid release time to renew the license/certification, if the District deems it necessary, and subject to the employee being unable to schedule the exam during their non-contracted hours.

6.7 Call Back

6.7.1 If a classified employee leaves the District premises after completing their scheduled work day and is called back to the District premises to perform emergency or other work, the employee will be entitled to pay for time spent on performing the work. Call back pay is not required when an employee works beyond their normal schedule and/or employee works overtime.

6.7.2 Employees "called back" shall receive a minimum of two (2) hours pay at their appropriate rate.

6.8 Equipment and Supplies

The District agrees to provide all tools, equipment, and supplies required by MUSD for bargaining unit employees for the performance of their employment duties.

6.8.1 Mechanic Tool Reimbursement/Repair Allowance
The District agrees to provide up to a maximum annual $300 reimbursement for the repair or replacement of necessary mechanic tools not provided by the District. Receipts and documentation will be required for the reimbursement.

6.9 Payroll Calculation Error

Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds. California Education Code 45167.

The District and CSEA agree to negotiate payroll calculation errors regarding overpayment on an individual basis.

ARTICLE VII
HEALTH AND WELFARE BENEFITS

7.1 Medical Insurance

7.1.1 Unit members employed for four (4) or more hours are eligible for the following benefits:

a. **Health Insurance:** Will be offered for employees and eligible dependents within benefit specifications.

b. **Dental Insurance:** Delta Dental for employees and eligible dependents within benefit specifications.

c. **Vision Insurance:** Vision Services Plan coverage for employee and eligible dependents within benefit specifications.

7.1.2 The District shall contribute up to an annual maximum contribution of $17,723 for the 2025-2026 fiscal year for eligible bargaining unit members toward health, dental, and vision benefits. The District contribution amount shall increase 3% at the beginning of each fiscal year.

Bargaining unit members shall pay any difference between the District's annual maximum contribution and the actual cost of the plan chosen by the bargaining unit member.

7.1.3 Bargaining unit members who are employed less than four (4) hours per day in a regular assignment or who are on a non-compensated leave of absence shall be excluded.

7.1.4 Eligibility Criteria

A classified employee is eligible to enroll for health, dental and vision coverage within thirty (30) days from the date of employment. To qualify for insurance coverage the first of the following month after the date of hire, employees must be hired by the District on the 15th of the month or prior. An employee who is hired after the 15th of the month will commence benefit coverage on the 1st day of the second month following the date of hire. If an employee does not work the required number of days, insurance coverage takes effect at the beginning of the second calendar month after the first day of employment.

7.2 Workers Compensation Insurance

All school district employees are covered by worker's compensation insurance for injuries which occur during their work schedule. Injuries incurred by the employee must be reported to their immediate supervisor, in accordance with the law.

7.3 Unemployment Insurance

Every regular classified employee of the Madera Unified School District is covered for unemployment insurance pursuant to Sections 135.2, 605.2, and 802 of the Unemployment Insurance Code.

7.4 Retiree Insurance

7.4.1 A classified employee who elects to retire is eligible for continued medical insurance equivalent to the current medical plan in effect for all classified personnel.

7.4.2 Eligibility

To be eligible for medical insurance the retiring employee must meet the following requirements:

Served a minimum of fifteen (15) years of full time Madera Unified School District service or, for unit members who commence employment with the District after June 30, 2002, a minimum of twenty-five (25) years of full-time Madera Unified School District service. For purposes of this section only, the term "full-time" means having been eligible to receive benefits while serving as an active employee. (See Article 7.1.1.)

Be at least fifty-five (55) years of age but not more than sixty-four (64) years of age or, for unit members who commence employment with the District after June 30, 2002, at least fifty-eight (58) years of age but not more than sixty-four (64) years of age.

7.4.3 District Contribution

The District's contribution toward retirees' medical insurance will be in the same amount as that for the current classified employees' coverage.

7.4.4 Retirees' Responsibilities

7.4.4.1 The retirees shall be responsible for the same amount of cost for maintaining medical insurance coverage as other classified District employees.

7.4.4.2 The retirees shall notify the District Payroll Department monthly on a District approved form for the purpose of keeping medical insurance current.

7.4.4.3 A retiree shall be covered from the date of retirement until any of the following occurs in order to terminate their coverage:

a. Retiree reaches their 65th birthday or;
b. Retiree becomes eligible for Medi-Care or Medi-Cal or;
c. Retiree fails to pay any of the premium costs assessed or;
d. The retiree fails to notify the District prior to the last working day of any calendar month or;
e. Death of the retiree.

7.4.5 Early Retirement Incentive Plan

This plan will be offered to any classified employee who meets the following criteria:

a. Must have served a minimum of fifteen (15) years of full-time Madera Unified School District service. For purposes of this section only, the term "full-time" means having been eligible to receive benefits while serving as an active employee. (See Article 7.1.1.)

b. Be at least fifty-five (55) years of age or for unit members who commence employment with the District after June 30, 2002, be at least fifty-eight (58) years of age.

Salary Range	Factor
4-16	$10.00
17-28	$12.00
29-50	$14.00
51-69	$16.00

(Years of Service X Range Factor X number of months employed per year equals= Annual Amount Annual amount divided by 12 equal monthly amounts for 36 months)

ARTICLE VIII
HOLIDAYS

8.1 Eligibility

8.1.1 All probationary and regular classified employees shall be entitled to the holidays specifically listed in the appendix as attached, unless specified otherwise.

8.1.2 Except as otherwise provided in this article, an employee must be in a paid status during any portion of the working day immediately preceding or succeeding the holiday to be entitled to holiday compensation.

8.1.2.1 Exceptions

Bargaining unit members whose service assignments do not fall on the day immediately preceding or succeeding December 25th or January 1st holidays shall be paid for those holidays if they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday period. Employees will receive an amount equivalent to their regular rate of pay.

8.2 Employee Providing Service

When a classified employee is required to work on a holiday, he or she shall be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half the employee's regular rate of pay in accordance with Education Code 45203.

8.3 Additional Holidays

Additional holidays will be handled in accordance with Education Code 45203.

ARTICLE IX
VACATION PLAN

9.1 Purpose

Regular Classified Employees are entitled and encouraged to utilize paid vacation for the purpose of rest and relaxation. The objective is the maintenance of employee health and morale.

9.2 Accrual Rate

CL Calendar Title	Work Days	Holidays	1-4 Years Vacation Accrual	5-9 Years Vacation Accrual	10+ Years Vacation Accrual
201	180	14	8	12	15
204	196	14	8	12	15
206	198	14	8	12	15
211	190	14	8.5	12	16
218	197	14	8.5	13	17
225	203	14	9	13	17
239	217	14	9.5	14	18
251	227	15	10	14	19
255	231	15	10	15	20
261	237	15	10	15	20

(Vacation pay for a partial year will be based upon actual days worked)

9.3 Compensation Rate

The compensation rate for vacation shall be at the employee's regular rate of pay at the time the vacation is commenced. Vacation compensation shall not become a probationary employee's vested right until completion of the initial six (6) months of employment.

9.4 Holiday During Scheduled Vacation

A classified employee will receive holiday pay if they are so eligible, for any holiday which occurs during the employee's scheduled vacation. The employee will not be charged vacation benefit for the day.

9.5 Vacation Accumulation

Vacation is an employee benefit for the recreation and relaxation of the employee. It is not intended to accrue from year to year for extended vacations. A maximum of ten (10) vacation days may be accrued and carried over to the following fiscal year, after June 30, 2014.

9.6 Interruption of Vacation

An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

9.7 Vacation Scheduling

Vacation shall be scheduled at times requested by bargaining unit employees so far as possible within the District's work requirements.

9.7.1 Vacations shall be taken during the fiscal year in which they are earned with the approval of the employee's immediate supervisor.

9.7.2 By March 1, each school/department shall be responsible to establish a school calendar for the following school year (so long as a Board approved calendar is available) with a maximum of three weeks during the year when vacation is not allowed. There must be adequate time on the yearly schedule available for all employees in the department to schedule vacations.

9.7.3 In order for vacation requests to be approved on a seniority basis, bargaining unit members must submit their requests between May 1-30 for the following fiscal year. For the purposes of vacation scheduling, seniority will be based on District hire date.

Unit members of each department/site shall select a vacation schedule by blocks of days (a block must be between one (1) and ten (10) workdays), in full increments. Each unit member shall select one block, by seniority, the most senior unit member having the first selection. Unit members having additional days, will continue the above rotation until all vacation is assigned, excluding allowed carry-over. Employees will be notified of approval/denial by June 15.

9.7.4 Unit members who do not submit their vacation request between May 1-30, will have their vacations approved on a first come, first served basis, consistent with the employer's ability to provide services. Any vacation requests submitted on the same day for the same vacation day shall be approved on a seniority basis.

9.7.5 Whole weeks of vacation shall be given priority scheduling over single days.

9.7.6 Unit members shall be responsible to schedule vacations during the year. A unit member who fails to schedule the use of their vacation entitlement by March 1 of that same year may have vacation time scheduled by the District so that no more than ten (10) vacation days carry over to the following fiscal year. In the event a unit member and the District do not schedule vacation for a unit member, the amount above ten (10) days shall be paid by the District at the end of the fiscal year (so that a maximum of ten (10) vacation days are carried over to the following fiscal year).

9.7.7 Vacation changes may be made by an employee at any time during the fiscal year, subject to the approval of the supervisor. Vacation changes shall not affect the previously scheduled vacation of any other unit member.

9.7.8 In the event the employer cancels pre-approved vacation days, those days may be carried over. In exceptional circumstances, the employer may approve a carryover in excess of 10 days.

9.7.9 Employees who work less than a full year shall be paid the value of their vacation in lieu of taking vacation during the school year. The District shall provide an annual notice to the employee identifying their regular rate of pay and the amount paid in lieu of taking a vacation.

ARTICLE X
LEAVES

10.1 Leaves

The leave benefits in this article are intended to minimize potential economic hardship for classified employees who are eligible and receive approval of the various provisions of this article. The Madera Unified School District and CSEA Local Chapter #169 agree that classified employee attendance is critical to the efficient provision of district services and classified staff morale.

10.2 Basic Sick Leave

10.2.1 Purpose

The purpose of sick leave utilization shall be for physical mental illness or injury, to seek medical diagnosis, treatment, or preventative care, or to care for a family member who is ill or needs medical diagnosis, treatment, or preventative care.

10.2.2 Eligibility

An employee covered by this agreement, working five (5) days per week, twelve (12) months per year, shall be annually entitled to twelve (12) days of leave of absence for the purpose of sick leave utilization.

An employee covered by this agreement, working less than a full year, shall be entitled to sick leave in the same ratio that their employment bears to a full year employment.

SICK LEAVE ACCRUAL

CALENDAR	185-206.5	207-228	228.5-250	250.5-261
MONTHS	9	10	11	12

One day per month accrued based on same formula of converting calendar to months.

10.2.3 Procedure

An employee needing to be absent due to illness, injury, or for medically necessary treatment shall notify the District by entering their absence in the Absence Management System of their need to be absent from service as soon as known, but in no event later than one (1) hour prior to reporting time. The notification described herein shall also include an estimate of the expected duration of the absence. For absences that cannot be entered in the Absence Management System, it is the responsibility of the employee to notify their direct supervisor through District email.

10.2.3.1 An employee whose absence history reflects a pattern of failing to provide reasonable notice shall be subjected to discipline.

10.2.3.2 If the employee fails to notify the District of his/her desire to cancel previously approved sick leave, and such failure results in both the employee and a substitute reporting to work, the employee will be sent home that day and his/her leave balance shall reflect a deduction for that day's absence.

10.2.3.3 If it is the opinion of CSEA there are extenuating circumstances regarding Sections 10.2.3.1 and/or 10.2.3.2, the Assistant Superintendent of Human Resources will review with CSEA the concern(s) in an honest attempt to resolve the issue(s) in a fair and equitable manner.

10.2.4 Requirements

An employee becoming aware of the need for absence due to surgery or the predictable or prior scheduled cause shall submit a statement from their attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability and the anticipated date of return to active service.

10.2.5 Compensation

Any unused sick leave credit may be used by the employee for sick leave purposes without loss of compensation.

10.2.6 Return to Service

10.2.6.1 Immediately upon return to active service, the employee shall Provide their medical release to the Human Resources Department.

10.2.6.2

Days Absent	**Written Verification**
1-5	Employee
6-more consecutive	Licensed Physician

10.2.6.3 An employee's immediate supervisor may require such evidence concerning the absence as he/she determines necessary to establish its validity. In absence of evidence to the contrary, an employee's word shall be deemed a valid excuse for this article for absences of one (1) to five (5) days. An employee alleged to have taken an invalid sick leave, shall be given, in writing, the evidence against

him/her, and an opportunity to respond to the allegation prior to any action taken against him/her.

10.2.6.4 An employee who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement from his or her treating physician indicating an ability to return to his/her position classification, with or without restrictions.

10.2.7 Catastrophic Sick Leave

An employee who is suffering from a catastrophic illness or injury, who has used all accumulated sick leave, may request donations of accrued sick leave credit consistent with Board Policy 4161.9. "Catastrophic illness" or "injury" leave is defined as an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off (Education Code 44043.5).

10.3 Extended Illness Leave

10.3.1 Purpose

Extended illness leave is provided for illnesses, injuries and recovery from medically necessary surgery. The paid leave under this section may be used on an intermittent basis in situations where regular or ongoing treatment is needed related to the extended illness, injury or recovery from medically necessary surgery. Extended leave includes, but is not limited to, leave taken under the Family and Medical Leave Act (FMLA), Long-Term Medical Leave (LTM), and Pregnancy Disability Leave (PDL).

10.3.2 Eligibility

An employee covered by this agreement.

10.3.3 Procedure

Any unused accumulated basic sick leave credit may be used by the employee for sick leave purpose without loss of compensation. Upon exhaustion of bargaining unit member’s annual accumulated basic sick leave credit (i.e., 9, 10, 11, or 12 days), an employee who remains absent pursuant to 10.3 shall be provided with 100 days of extended illness leave, payable at 50% of their current daily rate of pay. This pay rate shall be provided regardless of the District's use of a substitute. This 100 days at 50% pay shall be for a fiscal year and shall not accumulate

from year to year. This leave shall run consecutively following the exhaustion of the bargaining unit member's annual sick leave credit (i.e., 9, 10, 11, or 12 days). The 100 days shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.

10.3.4 Requirements

An employee becoming aware of the need for an extended absence due to medically necessary surgery or long-term illness shall submit a statement from his/her attending physician with as much notice to the District as possible. The physician's statement shall include the beginning date of the extended absence and the anticipated date of return to active service. In order to use extended illness, leave on an intermittent basis, an employee must submit a statement from his/her attending physician stating that regular or ongoing treatment is needed related to a long-term illness.

10.3.5 Return to Service

Upon return to service following an extended leave of absence, the employee may participate in a fitness for duty examination as provided by the District.

10.4 Leave Abuse

An employee alleged to have taken an invalid sick leave/extended illness leave day(s) or to have abused leave privileges (as evidenced by excessive Friday/Monday absences, absences that extend a holiday weekend, repeat absences with inadequate notice, or other objective facts that support the inference of leave abuse) shall be given, in writing, the evidence against him/her supporting the allegation(s), and will provide the employee an opportunity to respond to the allegation prior to any action taken against him/her.

Action that may be taken as a result of leave abuse will comply with the concept of progressive discipline, which can proceed to termination. When appropriate, the District may work with CSEA to develop individual remediation plans. Such plans may include a more stringent medical verification process, to be used in situations involving excessive absenteeism or leave abuse. However, the District's refusal to implement an individual remediation plan shall not be subject to the grievance procedure.

10.5 Personal Leave

10.5.1 Purpose

An employee may request a personal leave of absence for reasons not enumerated elsewhere in this agreement.

10.5.2 Eligibility

An employee covered by this agreement.

10.5.3 Procedure

The employee seeking an approved personal leave of absence shall submit a request, including the reasons and any supporting information relating thereto, and the duration of the length of the requested leave.

10.5.3.1 For the personal absence covered under this leave policy, the employee shall submit the request described herein to the Assistant Superintendent of Human Resources for recommendation and presentation to the Governing Board for approval or denial.

10.5.3.2 An employee requesting personal leave of absence shall submit the request twelve (12) working days prior to the last Board meeting before leave is to begin to the Assistant Superintendent of Human Resources for consideration and presentation to the Governing Board. Response shall be made by the end of the period.

10.5.3.3 Personal leaves of absence without compensation may be granted to a bargaining unit member not to exceed one year at a time, upon the recommendation of the Assistant Superintendent of Human Resources. If recommended by the Assistant Superintendent of Human Resources, one additional year of leave may be granted. Upon the expiration of the second year of leave, an employee must return to duty within the Madera Unified School District or submit his/her resignation. Exceptions will be considered by the Governing Board upon the recommendation of the Assistant Superintendent of Human Resources.

10.5.4 Requirements

An employee shall not accept gainful employment while on personal leave of absence without prior written approval of the District.

10.5.5 Compensation

Any personal leave of absence granted under these provisions shall be without compensation.

10.5.5.1 Employees on personal leave of absence shall be permitted to participate in the District insurance programs at the employee's expense.

10.5.6 Return to Service

10.5.6.1 The employee shall be reinstated to the position and classification held prior to the leave of absence.

10.5.6.2 If the personal leave of absence was granted for personal health reasons, the employee shall be required to submit prior to return to active duty, a medical statement from his or her treating physician indicating an ability to return to his/her position classification, with or without restrictions.

10.6 Personal Necessity Leave

10.6.1 Purpose

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

10.6.2 Eligibility

An employee of this unit who has sufficient unused sick leave credit.

10.6.3 Procedure

Employees shall submit a request for Personal Necessity Leave in the Absence Management System not less than 24 hours prior to the beginning date of the leave. The purpose of the leave is required in the "Notes" section of the request. If a "No Tell" day is being utilized, employees are expected to indicate this in the notes section when submitting their absence request. The prior approval required for personal necessity leave shall not apply to the following reasons:

10.6.3.1 Serious illness of a member of the employee's immediate family: "Immediate family" means mother, father, father-in- law, mother-in-law, son, daughter, son-in-law, daughter-in-law, spouse/registered domestic partner, grandmother, grandfather, grandchildren, sister, brother, sister-in- law, brother-in- law, aunt, uncle, niece, nephew, step-children or step- parents of the unit member and of the spouse/ registered domestic partner, or any relative living in the immediate household of the employee.

10.6.3.2 Death of a person close to the employee but not included as a member of the immediate family as defined in one (1) above.

10.6.3.3 Accident involving person or property of the employee's immediate family.

10.6.3.4 Situation or condition involving minor child requiring appearance of parent or legal guardian where previous notice was not possible and another parent or legal guardian is not present or guardian is not present or capable of attendance.

10.6.3.5 In case of adoption where it is necessary to process documents or take custody of the child.

10.6.3.6 When prior approval is not required, the employee shall make every reasonable effort to comply with District procedures designed to secure a substitute and shall notify the immediate supervisor of the expected duration of the absence.

10.6.4 Requirements

10.6.4.1 An employee may use not more than ten (10) days per year of accumulated sick leave for purposes of approved personal necessity leave. An employee shall be allowed to use two (2) of the ten (10) days of personal necessity leave as "no-tell" days only if a sufficient sick leave balance has been accrued.

10.6.4.1 Additional days of accumulated sick leave for personal necessity purposes may be requested from the Assistant of Superintendent of Human Resources. In making the determination, the Assistant Superintendent of Human Resources will consider the severity of the need and the impact of the unit member's absence on his/her department's work schedule. A denial of additional days is subject to the grievance procedure.

10.6.4.2 Examples of reasons for which personal necessity leave shall not be granted are: political demonstrations, vacation, recreation, social activities, civic, or organization activities, employee association activities, routine personal activities, or occupational investigation.

10.6.5 Compensation

An employee shall receive full compensation for not more than ten (10) days per year of approved personal necessity unless additional personal necessity is granted as per Section 10.6.4.2.

10.6.6 Return to Service

10.6.6.1 Immediately upon return to active service, the employee shall provide any necessary documentation to the Human Resources Department.

10.6.6.2 The Assistant Superintendent of Human Resources may require such evidence concerning the leave of absence as he/she determines necessary to establish its validity.

10.7 Bereavement Leave

10.7.1 Purpose

The purpose of bereavement leave utilization shall be for the death of a member of the immediate family: "Immediate family" means mother, father, father-in- law, mother-in-law, son, daughter, son-in-law, daughter-in-law, spouse/registered domestic partner, grandmother, grandfather, grandchildren, sister, brother, sister- in-law, brother-in-law, aunt, uncle, niece, nephew, step-children or step-parents of the unit member and of the spouse/ registered domestic partner, or any relative living in the immediate household of the employee.

10.7.2 Eligibility

An employee covered by this agreement.

10.7.3 Procedure

An employee exercising this leave of absence provision shall enter their leave in the Absence Management System.

10.7.4 Requirements

An employee shall be granted up to five days for bereavement purposes, if the bereavement is for his/her spouse/registered domestic partner, child (including stillborn child), parent, sibling, grandparent, grandchild, parent-in-law, step-parents, or step-children. No additional bereavement days will be credited for travel purposes. Employees are required to take bereavement leave within three (3) months of the date of the family member's death. An employee shall be granted up to three (3) days for bereavement purposes if the bereavement is for his/her sibling-in-law, aunt, uncle, niece, nephew, of the employee or the spouse/registered domestic partner or any relative living in the immediate household of the employee. If travel is out of state/country or three hundred (300) miles one way or more is required, two (2) additional days shall be allowed.

10.7.4.1 A request for leave under this policy for persons outside the definition of immediate family must be submitted to the Assistant Superintendent of Human Resources, whose decision shall be final.

10.7.5 Compensation

All days of absence used under the provisions of bereavement leave shall result in no loss of compensation to the employee.

10.7.6 Return to Service

10.7.6.1 The Assistant Superintendent of Human Resources may require such evidence concerning the leave of absence as he/she determines necessary to establish its validity.

10.8 Pregnancy Disability (PDL)/Parental Leave (CFRA)

10.8.1 Purpose

An employee disabled by pregnancy, childbirth, or a related medical condition is entitled to up to four months of disability leave per pregnancy. Leave can be taken before and after birth, or during any period of time the employee is physically unable to work because of pregnancy or a pregnancy-related condition. All leave taken in connection with a specific pregnancy counts toward computing the four-month period. PDL is available when an employee is actually disabled. This includes time off needed for prenatal or postnatal care, severe morning sickness, doctor-ordered bed rest, childbirth, recovery from childbirth, loss or end of pregnancy, or any other related medical condition. Current and accumulated sick leave may be used for PDL until it is exhausted. Thereafter, the employee shall be entitled to receive no less than 50 percent pay for the remainder of the up to four-month period.

10.8.2 Parental Leave (Education Code/CFRA)

An employee shall be entitled to use up to 12 work weeks of parental leave for the reason of the birth of a child or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee. Current and accumulated sick leave may be used for parental leave until it is exhausted. Thereafter, the employee shall be entitled to receive no less than 50 percent pay for the remainder of the up to 12 work week period. Parental leave shall run concurrently with unpaid leave under the California Family Rights Act (CFRA). The total aggregate parental leave and CFRA leave taken shall not exceed 12 work weeks in a 12-month period. Parental leave need not be continuous from the birth, adoption, or foster care placement of the child and may be taken up to one calendar year from the birth, adoption, or foster care placement of the child.

10.8.3 Return to Service

Immediately upon return to active service, the employee shall provide any necessary documentation to the Human Resources Department.

10.9 Reproductive Loss Leave

10.9.1 Purpose

Upon a reproductive loss event, an employee will be granted a total of five (5) days of reproductive loss leave. If an employee experiences multiple reproductive loss events within a 12-month period, they may take no more than 20 days total of reproductive loss leave within the 12-month period.

10.9.2 Reproductive loss leave need not be taken on consecutive days. It must be completed within three (3) months of the event entitling the eligible unit member to such leave, except that if, prior to or immediately following the reproductive loss event, the unit member is on or chooses to go on Pregnancy Disability Leave, California Family Rights Act leave, or any other leave pursuant to state or federal law, the unit member must complete their reproductive loss leave within three (3) months of the end date of the other leave.

10.9.3 A "reproductive loss event" means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction, as those terms are defined below:

10.9.4 The definitions for Reproductive Loss Leave should be construed consistent with Government Code section 12945.6.

10.9.5 Unit members should provide notice of their need for reproductive loss leave as soon as practicable to Human Resources. The District shall maintain the confidentiality of any unit member requesting leave, and any information provided to the District by a requesting unit member shall not be disclosed except to Human Resources or management, as necessary, or as required by law. The District prohibits retaliation in any form against a unit member who exercises their right to reproductive loss leave or as otherwise provided by applicable law.

10.9.6 Unit members may use any available, applicable paid leave concurrently with reproductive loss leave, including Personal Necessity and Vacation. If an employee has no available paid leave, reproductive loss leave will be unpaid.

10.10 Judicial and Official Appearance Leave (Jury Duty)

10.10.1 Purpose

Judicial and official appearance leave may be granted for purposes of regularly called jury duty, appearance as a witness (in court) other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

10.10.2 Eligibility

An employee covered by this agreement.

10.10.3 Procedure

The employee seeking an official judicial appearance leave shall submit a request accompanied by the official order for approved absence to the immediate supervisor. Such request shall be submitted not less than twenty-four (24) hours following receipt of the official order. Employees directed to call the court must notify their supervisor regarding the jury status immediately, and enter it in the Absence Management System, in order for the supervisor to obtain appropriate coverage. The employee must also notify their supervisor as soon as they are released from duty (end of trial/day), so that the substitute may be released.

10.10.4 Requirements

10.10.4.1 An employee may be granted a leave of absence not to exceed the duration of the requirements of the official order for participation and appearance.

10.10.4.2 It is the responsibility of the unit member to report to work whenever the unit member is not required to attend jury duty service. Contracted days that require an official appearance for participation are duty-free. When night shift unit members have served jury duty during the contracted day, they shall not be required to report to work that evening.

10.10.4.3 Employees are encouraged to serve jury duty on non-contracted days.

10.10.4.4 Employees are required to have the official jury duty form completed by a court official or system-generated certification letter for each jury duty assignment.

10.10.5 Compensation

Any compensation checks received (except mileage allowance, if requested) must be endorsed over to the school district, or the remuneration received shall be subtracted from the employee's regular pay for that period of time. Any compensation earned during a non-contracted day belongs to the employee.

10.10.6 Return to Service

10.10.6.1 Immediately upon returning to active service, the employee shall provide their immediate supervisor and Human Resources with a copy of the Official Jury Duty documentation.

10.10.6.2 The Assistant Superintendent of Human Resources may require such evidence concerning the leave of absence as determined necessary to establish its validity.

10.11 Fitness for Duty Examinations

Board Policy and Administrative Regulation 4112.44, 4212.44, and 4312.44 ("Essential Functions Examination") shall be interpreted to require that the following procedure be used for an employee who suffers an industrial or nonindustrial injury that causes him or her to take leave from work. An employee returning from pregnancy leave shall not be subject to these procedures.

a. After an employee returns from a long-term absence or illness leave, and when it is determined by objective evidence that the employee is unable to perform one or more essential functions of his/her position due to a suspected medical condition, the employee may be required to undergo a fitness for duty examination.

b. An employee exhibiting documented signs of inability to perform the essential functions of his/her position may be required to undergo a fitness for duty examination.

c. An employee who passes the essential job functions exam shall be entitled to return to work.

d. An employee who fails the fitness for duty examination may be placed in a temporary modified duty assignment in which the employee will not be required to perform, or will be permitted to perform with accommodations, the job duties that the exam indicated to be areas of concern.

e. In situations where an employee fails the fitness for duty exam, the District will engage the employee in the interactive process to determine whether there are any reasonable accommodations that will allow the employee to perform the essential functions of his/her position.

f. Any employee required to undergo a fitness for duty examination shall be placed on paid administrative leave. If the employee fails the examination, said paid administrative leave shall cease, and the employee may utilize other accrued leaves, if any. In order for an employee to receive paid administrative leave, he/she must fully cooperate with the District and attend scheduled appointments/examinations.

g. Any fitness for duty examination shall be conducted in accordance with the law.

10.12 Fitness for Duty Examinations - Promotions

The District may require a Fitness for Duty Examination when an employee promotes to another position with a higher level of physical requirements.

10.13 Military Leave

Employees shall be granted military leave in accordance with applicable federal and state laws. All rights, privileges, and benefits arising from the exercise of military leave shall be preserved and protected in full compliance with such laws.

10.14 Absence for Examination

Every employee in the classified service shall be permitted to be absent from duty during scheduled work hours, without loss of pay or other penalty, for the purpose of taking any examination or participating in any interview for transfer or promotion within the District.

ARTICLE XI
TRANSFER

11.1 Definition

For the purpose of this article, a transfer is defined as the movement of an employee from one position to another position in the same classification with the same salary range, or an employee who previously held a position and wants to demote voluntarily.

11.2 Transfer Types

A transfer may be initiated in either of the following ways:

11.2.1 Voluntary: Transfers which are initiated by the employee.

11.2.2 Involuntary: Transfers which are initiated by the District based on reasonable and justifiable grounds, supported by objective criteria. Involuntary transfers will be determined by the Assistant Superintendent of Human Resources after mutual consultation with CSEA and shall take precedence over voluntary transfer requests.

11.3 A unit member may request a transfer to a position they are currently employed in or have previously held, irrespective of the hours assigned to that position, when the transfer opportunity is open by submitting a transfer request to the Personnel Commission Office.

11.4 District employees with necessary qualifications shall be given the first opportunity in filling any job vacancy which can be considered a transfer.

11.4.1 Employees requesting a transfer shall not be required to participate in a panel interview.

Personnel Commission Chapter 6 shall not apply to Transfers.

11.5 Eligibility Requirements

Criteria to be considered by the Personnel Commission when considering employee transfers shall include:

- Completion of current probationary period, and;
- Applicant's knowledge, skills, experience, education, and;
- The employee must possess the minimum qualifications required for the specific position to which the transfer is sought;
- Evaluations will be considered, and;
- Needs of the District, and;
- If all the above factors are equal, seniority, defined as the date of hire within the classification, shall be the primary factor to be considered.

Upon meeting the above criteria, the Assistant Superintendent of Human Resources shall consult with the CSEA Chapter President or their Designee before rendering the final decision to deny the first opportunity for employees to laterally transfer.

11.6 Recruitment Procedures

All regular Board approved bargaining unit positions that become vacant and are authorized to be filled shall have recruitment announcements prepared and posted. The recruitment announcements shall be posted by the Personnel Commission via e-mail and on the District's website. The announcement may also be posted on the bulletin boards at school sites and District Departments. Any classified employee who is interviewed for such a transfer will receive written notification of their status in the selection process.

ARTICLE XII
PROMOTION

12.1 Purpose

It is the District's intent to ensure the efficient provision of District service and to promote people from within the District who have displayed satisfactory performance and meet the minimum job qualifications. It is a District objective to enhance classified employee career advancement and growth possibilities.

12.2 Definition

For the purpose of this article, promotion is defined as the appointment of an employee to a position in a classification with a higher salary per day, per month, per year, than their current assignment.

12.3 Intra-District Considerations

12.3.1 All classified unit member position openings will be posted intra-district for five (5) days. Positions of (3) three hours or less are exempt from this provision.

12.3.2 Unit members requesting transfers and found to be qualified shall be referred to the appropriate supervisor for interview and consideration.

12.3.3 District employees with necessary qualifications shall be given first consideration in filling any job vacancy which can be considered a transfer.

12.4 Eligibility Requirement

All applicants must meet the minimum requirements of the job description to be considered for an interview. The most qualified applicants who apply and meet the minimum qualifications shall be interviewed. The following criteria shall be used in the hiring and promotion of all candidates, whether intra-district or from the outside:

12.4.1 The efficient operation of the District, as determined by the Superintendent or his/her designee;

12.4.2 Seniority, experience, skills, and recent training;

12.4.3 Recommendation of Administrators or Supervisors.

12.5 Application Procedures

12.5.1 Posting

Notice of all job vacancies shall be posted by the Personnel Commission via email and on the District's website. The announcement may also be posted on the bulletin boards at School sites and District Departments. During any period of time in which a site is not in session, it is the responsibility of the employee to contact the Personnel Commission Office for potential openings. The job vacancy notice shall remain posted for a period of ten (10) (Ed Code 45278) full working days, during which time employees within the unit may file for the vacancy.

12.5.2 Notice Contents

The job vacancy notice shall include the job title, the assigned job site or department, the number of hours per day, regular assigned work shift times and months per year assigned to the position, the salary range, the deadline for filing an application, how to apply for the opening and shall designate if the position is confidential or supervisory. Job descriptions are available on the District's website.

12.5.3 Filing

An employee in the bargaining unit may file for a vacancy by submitting an application form prior to the deadline to the Personnel Commission Office. A bargaining unit member on leave or vacation may authorize his/her job representative to file on the employee's behalf. The District will not be held responsible for an application mistake made by another when filing in the employee's behalf.

12.5.4 Selection

An interview scoring situation which results in a tie between an intra-district candidate and an outside candidate or an intra-district candidate with greater seniority will result in the intra-district candidate or the higher seniority candidate receiving the selection committee's recommendation for the position. All candidates must have successful reference checks and Superintendent's designee approval prior to placement on the Board Agenda. All applicants not chosen for the vacancy shall receive an appropriate notification within ten (10) days following Board approval or when reasonably possible.

12.6 Compensation

Employees who are promoted shall be placed on the salary schedule on the step in the higher classification which provides a minimum of a five percent (5%) salary increase; however, under no circumstances will the employee receive more than the highest step of the higher classification.

12.7 Promotion

There will be a designated CSEA member on the interview panel appointed by the CSEA President.

12.8 Voluntary Demotion

An employee who takes a voluntary demotion shall be placed on the salary step based on their years of experience. An employee who takes a voluntary demotion within the same class shall be placed on the salary step of the new range that is closest to their current salary.

ARTICLE XIII
ORDER OF LAYOFF, REEMPLOYMENT AND LENGTH OF SERVICE

13.1 Reason for Layoff

Unit member(s) shall be subject to layoff for lack of work or lack of funds, reduction in hours, or any reason allowable by law.

13.2 Notice of Layoff

Pursuant to Education Code section 45117(a){l), a preliminary written notice of layoff and/or reduction in hours ("Preliminary Notice") shall be served on the affected employee(s) by no later than March 15, and with an effective date no sooner than the ensuing school year. The Preliminary Notice shall include the following:

A. Reason for layoff/reduction in hours (i.e., lack of work and/or lack of funds);
B. The effective date of the layoff;
C. The right to request a hearing and the applicable deadline;
D. Available bumping (displacement) rights, if any; and,
E. Reemployment rights.

Pursuant to Education Code section 45117(c)(3)(A), a final written notice of layoff and/or reduction in hours ("Final Notice") shall be served on the affected employee(s) before May 15.

13.2.1 Specially Funded Programs

Notwithstanding the layoff procedures set forth above, the parties recognize that when the District conducts classified layoffs as a result of the expiration of a specially funded program, the employees to be laid off shall be given notice not less than sixty (60) days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

13.2.2 Effects of Layoff

The District and CSEA agree to negotiate regarding the effects of a layoff promptly following the District issuing layoff notices.

13.3 Definition of Terms

13.3.1 The definition of "class" for purposes of this agreement are to be a group of classifications relating to the same work in which the employee possesses skills.

13.3.2 The definition of "classification" for purposes of this agreement will be the specific job title of any position held by a unit member.

13.3.3 "Length of service" means seniority shall be calculated by the District, based on the "date of hire", into a bargaining unit classification within the class.

13.3.3.1 "Date of Hire" means the first date in paid status in a "classification". Substitute service is not counted.

13.4 Order of Layoff

Whenever a bargaining unit member is subject to layoff, the order of layoff shall be determined by the date of hire in the classification as a classified employee of the District, plus higher classifications. The employee who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first.

13.5 Bumping (Displacement) Rights

A classified employee who receives a layoff notice shall have bumping rights in the following order.

13.5.1 Employees subject to layoff may bump less senior employees in their current classification.

13.5.2 Employees subject to layoff may bump less senior employees in related lower classifications within a series of positions (e.g., Administrative Assistant V may bump a less senior Administrative Assistant IV).

13.5.3 Employees subject to layoff may bump less senior employees in classifications previously held by the employee (and where the employee still meets the minimum qualifications of the classification previously held).

13.5.4 An employee may bump a less senior employee in the same classification held regardless of the number of hours or work year calendar held by the junior employee.

13.5.5 Employees who leave the bargaining unit into other positions within the District, may have bumping rights into a bargaining unit position if bumping occurs. Only the time served in a bargaining unit position will count toward seniority.

13.5.6 An employee subject to layoff may transfer into a vacant position within a higher "classification" only if he/she meets the requirements for the position as determined by the Personnel Commission Office. The Personnel Commission Office shall evaluate the employee's skills for the position.

13.6 Equal Seniority

If two (2) or more unit members subject to layoff have equal classification seniority, then the determination shall be made by lottery to be determined at the time by the California School Employees Association, and its local chapter #169, and the Madera Unified School District.

13.7 Reemployment Rights

13.7.1 Unit members laid off because of lack of work or lack of funds are eligible to reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants.

13.7.2 Unit member(s) who take voluntary demotions or voluntary reductions 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 twenty- four (24) months; provided that the same tests of fitness under which they qualified for appointment to the classification still apply.

13.7.3 Unit member(s) who take voluntary demotions or voluntary reductions in assigned time, in lieu of layoff shall be, at the option of the unit member(s), returned to a position in their former classification or to vacant positions with increased assigned time in accordance with their proper seniority as ranked on a valid reemployment list.

13.8 Retirement in Lieu of Layoff

13.8.1 Any unit member who was subject to being, or was in fact, laid off for lack of work or lack of funds, and who elected service retirement from the Public Employees' Retirement System, shall be placed on an appropriate reemployment list.

13.8.2 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 of funds.

13.8.3 If the unit member is subsequently subject to reemployment, and accepts in writing, within three (3) calendar days, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

13.9 Notification of Reemployment Openings

13.9.1 Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the Personnel Commission of an opening. Such notice shall be sent by certified mail to the last address given the District by the employee, and a copy shall be sent to California School Employees Association labor relations representative and its local chapter #169 president by the Personnel Commission which shall relieve the District of any notification responsibility.

13.10 Unit Member(s) Notification to District

13.10.1 A unit member shall notify the Personnel Commission of his/her intent to accept or refuse reemployment within ten (10) calendar days following receipt of the reemployment notice.

13.10.2 If the unit member accepts reemployment, the unit member(s) shall return to work within two (2) calendar weeks following the acceptance of the position.

13.10.3 If the unit member refuses reemployment following his/her receipt of two (2) written notices of District openings, the unit member's name shall be removed from the reemployment list and shall be considered terminated by the District.

ARTICLE XIV
CLASSIFICATION AND RECLASSIFICATION

14.1 Class

A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position assigned to the class; substantially the same requirements of education, experience, knowledge, and skills are demanded of and the same salary range may be applied with equity.

14.2 Classification

A "Classification" is each position within a "Class." All new positions, unless specifically exempted by law, shall be assigned to the bargaining unit provided that the job duties performed require that they be assigned to the bargaining unit.

14.3 Reallocation

Movement of an entire classification from one salary range to another salary range.

14.4 Reclassification

Reclassification shall mean the redefining of a position to account for changes in duties, responsibilities or work that alters the nature of the classification of the position.

In order for an incumbent to be reclassified to the higher class, the basis for the reclassification of the position must be the gradual accretion of duties and not a sudden change occasioned by reorganization or assignment of completely new duties and responsibilities contained in the incumbent' s current Job Description. Determination as to the gradual accretion of duties will be the basis for reclassification request outcomes, as defined and provided by the Rules and Regulations of the Personnel Commission.

In order to be eligible for reclassification, an incumbent must have a continuous employment record of two or more years in the classification. An employee who has been reclassified with his or her position is ineligible for subsequent reclassification with his or her position for a period of at least two years from the initial action.

INDIVIDUAL RECLASSIFICATION REQUESTS

14.5 Timing of Request for Individual Reclassification Requests

Request for reclassification may be submitted for review by any unit member between November 1st and November 30th of each school year. This deadline applies to reclassification requests only, and therefore does not apply to requests for out of class/inconsistent duties pay. This article shall

not function to deprive members from using other means to address the existence of out of class/inconsistent duties.

14.6 Contents of Reclassification Request and Initial Processing

It is the responsibility of the District, CSEA, and Personnel Commission to maintain a system whereby classification review will be continuous. Notwithstanding, a unit member may request a reclassification for purposes of initiating a review. The process consists of the following steps:

1. Where to Get a Reclassification Packet - CSEA and the District have negotiated the content of a "Reclassification Request Packet." That "Packet" shall be available to unit members upon request in both the Human Resource Department and the Personnel Commission's office.

2. Members must complete the Reclassification Request Packet to apply for a reclassification. Upon completion of the Packet, unit members shall make three copies of the request and shall submit one copy to the Human Resources Department, one copy to the Office of the Personnel Commission, and one copy to the CSEA president.

3. The Reclassification Request Packet consists of the following components, which all must be submitted for consideration:

   a. REQUEST FOR RECLASSIFICATION - Classified Personnel Info Summary FORM AB

   b. A copy of the current and proposed Job Descriptions, as requested by Form AB

   c. REQUEST FOR RECLASSIFICATION - Supervisor's Statement-FORM C

4. Process for Supervisor's Review -After obtaining the Reclassification Request Packet, the unit member must first complete Form AB. The Reclassification Request Packet consists of a form entitled "Request for Reclassification- Supervisor's Statement and Input - Form C." The employee must copy their completed Form AB and provide a copy of their completed Form AB along with their blank Form C to their immediate supervisor. The supervisor shall review the completed Form AB and then shall complete Form C. The supervisor shall complete the Form C and return it to the unit member within twenty (20) work days of receiving the unit member's completed Form AB. All sections of Form C shall be completed, including any explanation(s) for disagreement.

14.7 The Assistant Superintendent of Human Resources for the District will work with the employee's immediate supervisor to investigate any validity or disagreements relative to the request and shall complete Form D in a manner that reflects either agreement or disagreement with the Reclassification Request. The Assistant Superintendent of Human Resources shall complete Form D within twenty (20) work days from the date the request was received in the Human Resources Office.

14.8 The Assistant Superintendent of Human Resources' completion of Form D shall reflect whether any disagreement with the request is based upon the temporary nature of any out-of-class work, the non-existence of out-of-class work, or the overlapping nature of the duties involved.

14.9 The Reclassification Request shall be reviewed and considered by a CSEA reclassification committee, which shall be comprised of the Chapter President and the Chapter's Negotiating Team. If there is agreement between the unit member's supervisor, the Assistant Superintendent of Human Resources, and the CSEA reclassification committee regarding support for the reclassification request, CSEA and the District shall prepare a brief and concise Memorandum of Understanding documenting the agreement. The decision of the CSEA reclassification committee shall be final and binding for internal union purposes, and shall not be subject to ratification. Thereafter, the reclassification of the unit member shall be made prospectively. The parties shall not enter into any agreement that would operate to disturb the relationship between compensation schedules established in the classification by the Personnel Commission.

14.10 In the event there is disagreement from any source, the Personnel Commission may be notified of the need for its independent review of the request. If, based upon a desk audit and its own investigations, the Personnel Commission determines corrective action regarding the classification and/or its duties is warranted, which may include but is not limited to reallocation, reclassification, creation of a new classification, or direction to cease assignment of out of class duties, the Personnel Commission may make an advisory recommendation to the parties. Thereafter, the District and CSEA shall meet and consult regarding the advisory decision upon the request of either party.

14.11 If at any time during this process it is determined out of class/inconsistent duties are being performed, but the District disagrees with reclassification based upon the lack of ongoing need or potential for reclassification to disturb the relationship between established classifications, the District shall, in writing, direct the supervisor with a courtesy copy to the unit member to cease the out of class/inconsistent duties.

14.12 A unit member who has received a courtesy copy pursuant to 14.11, and who has performed out of class/inconsistent duties for a period of more than five working days within a 15-calendar day period, shall be paid for having performed the out of class/inconsistent duties at a rate of 2.5% above their current salary retro to July 1st of that year, or the date that the out of class/inconsistent duties commenced (whichever is shorter) and until the out of class/inconsistent duties cease to be assigned.

14.13 An employee who has been reclassified pursuant to sections 14.5 through 14.10 shall be ineligible for subsequent reclassification for a period of at least two (2) years from the date of the reclassification.

GROUP/ PC/DISTRICT INITIATED RECLASSIFICATIONS AND REALLOCATIONS:

Pursuant to PC Rule 3.3.1, the Personnel Commission must maintain a continuous system for reviewing classifications, reclassifications, or reallocations. Accordingly, corrective reclassifications, group reclassifications, the reclassification of a vacant position, or reallocation of a position or of an entire classification may occur without unit member initiation. The following provisions shall apply to such reclassifications:

14.14 Effective Date of Reclassification

Reclassification of a position or positions shall become effective on November 1 of the reclassification year. Changes in classification and salary resulting from the permanent reclassification of a position(s) shall be effective on November 1 of the reclassification year.

14.15 Notification of Intent to Reclassify

Notification of a recommendation for classification or reclassification of a position or employee shall be given to the employee(s) affected, their exclusive representative, the employee's supervisor, and the District Administration before the classification recommendation is adopted.

14.16 Effect of Reclassification on Incumbents

Whenever a position or entire class or classification of positions are reclassified, the rights of incumbents will be determined as follows:

14.16.1 Reclassification Upward: When all of the positions in a class are reclassified to a higher class, the incumbents of the positions who have been in the class for two (2) or more years may be reclassified by agreement of the District and CSEA to the higher class.

14.16.2 When one or more within a class/classification, but not all of the positions within that class/classification, are reclassified upward, the incumbent(s) in the position who has a continuous employment record of two (2) or more years in one or more of the positions being reclassified may be reclassified by agreement of the District and CSEA.

14.16.3 Reclassification Equal or Lower: When a position or group of positions are reclassified to a class with a lower wage or salary range, the incumbent(s) shall be "Y" rated until such time as the salary in the lower class catches up to the salary at the time of the reclassification.

14.17 Seniority of Positions Reclassified

An employee who is reclassified as part of a group reclassification shall have their seniority transferred into the new classification.

ARTICLE XV
GRIEVANCE ARTICLE

15.1 Purpose

The purpose of these procedures is to secure, at the lowest possible administrative level, solutions to alleged grievances. It is likewise the intention of the parties to encourage as informal and confidential atmosphere as is possible in the resolution of alleged grievances.

15.2 Definitions

15.2.1 Grievance

A grievance is defined as any complaint of a bargaining unit member(s) represented by CSEA and its Chapter #169, which involves the interpretation, application, or alleged violation of this agreement.

15.2.2 Grievant

A grievant is a bargaining unit member(s) who is filing a grievance.

15.3 Time Limits

15.3.1 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximum. Every effort should be made to expedite the process. Time limits may, however, be extended by mutual agreement.

15.3.2 A grievant who fails to comply with established time limit at a step shall forfeit all rights to further application of the grievance procedure relative to the grievance in question.

15.3.3 Time limits for appeal provided for each level shall begin the working day following receipt of the written decision.

15.3.4 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if being left unresolved until the beginning of the following school year could result in harm to the grievant or the District, the time limits set forth herein may be reduced by mutual agreement, if the number of grievances and work level of the participants permits, so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.

15.4 Processing Procedures

Grievances shall be handled in the following manner:

15.4.1 Step One: Informal Discussion with Immediate Supervisor

15.4.1.1 A grievant must first discuss the grievance with the appropriate immediate supervisor. This discussion shall be held within ten (10) working days of the time a unit member knew or should reasonably have known of the alleged grievance. If not, the matter is not subject to the grievance procedure.

15.4.1.2 The immediate supervisor shall have five (5) workdays to respond orally to the grievant.

15.4.2 Step Two: Written Grievance to Immediate Supervisor

15.4.2.1 If the grievance is not resolved by the immediate supervisor's oral response at the informal discussion level or the response time has expired, a grievant shall submit personally and in writing the Step Two grievance within ten (10) workdays after the date the response is due from the immediate supervisor at Step One.

15.4.2.2 The immediate supervisor has ten (10) working days to respond in writing to the grievant.

15.4.3 Step Three: Written Grievance to Assistant Superintendent of Human Resources

15.4.3.1 If the grievance is not resolved by the immediate supervisor written response at the Step Two level on the response time has expired, a grievant shall submit personally and in writing the Step Three grievance to the Assistant Superintendent of Human Resources within the ten (10) working days after the date the response was due from the immediate supervisor at Step Two.

15.4.3.2 The Assistant Superintendent of Human Resources has ten (10) working days to respond in writing to the grievance.

15.4.4 Step Four: Written Grievance to the Governing Board

15.4.4.1 If the grievance is not resolved by the Assistant Superintendent of Human Resources written response at the Step Three level or the response time has expired, a grievant shall submit personally and in writing the Step Four grievance to the Superintendent for Board consideration

within five (5) workdays after the date the response was due from the Assistant Superintendent of Human Resources at Step Three.

15.4.4.2 The Governing Board shall within thirty (30) workdays schedule a closed session to provide the grievant an opportunity to meet for the purpose of resolving the grievance.

15.4.4.3 The Governing Board has fifteen (15) working days after the conclusion of the closed session to provide the grievant with a written response to the grievance. The Board's decision shall be final and binding.

15.4.4.4 Time limits for an appeal to the Governing Board may be extended through mutual agreement.

15.4.4.5 Nothing herein shall preclude the right of an employee to seek judicial review.

15.4.5 Representation

A grievant shall be present at all stages of the grievance procedure, and have the right to representation. An employee covered by this agreement may present a grievance directly and have the grievance adjusted without CSEA intervention when the adjustment is consistent with the terms and conditions of this agreement.

15.4.6 Miscellaneous

15.4.6.1 Location of Grievance File

All material concerning an employee's grievance shall be kept in a file separate from the employee's personnel file.

15.4.6.2 Employee Participation During Regular Working Hours

The grievant and one representative may present a grievance during normal working hours with no loss of pay or benefits, for grievances processed by Step II and Step III.

15.4.6.3 The District may allow a reasonable but limited number of employee witnesses paid time during the grievance process.

ARTICLE XVI
SEVERABILITY

16.1 Saving Clause

If during the life of this Agreement, any law or any order issued by a Court or other tribunal of Competent Jurisdiction other than the District, shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be inoperative so long as such law or order shall remain in effect; but, all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties mutually agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement of such Article or Section.

ARTICLE XVII
NEGOTIATIONS

17.1 Notification and Public Notice

If either party desires to recommend altering or amending any part of this Agreement, it shall, not less than one hundred and twenty (120) days prior to the termination date set forth under the Duration Article, provide written notice and an amended proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.

17.2 Commencement of Negotiations

Not more than five (5) days after satisfaction of public notice requirement, and immediately following the next meeting of the Board of Trustees following submission of the proposal, the parties shall set mutually acceptable times and places to commence negotiations.

17.3 Impasse

Impasse shall be treated in accordance with PERB rules.

17.4 Release Time for Negotiations

CSEA Chapter #169 shall have the right to designate a team not to exceed seven (7) employees, who shall be given release time to participate in negotiations. Additional unit members will be brought in to participate in negotiations in a non-voting capacity, as needed, to represent those classifications which are not represented on the team.

17.5 Ratification of Additions or Changes

Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

17.6 During the term of this Agreement, the District and CSEA expressly waive and relinquish the right to meet and negotiate and agree that the District shall not be obligated to meet and negotiate with respect to any subject or matter, whether or not referred to or covered in this Agreement, except by mutual consent.

17.7 All applicable laws and statutes of the State of California shall be observed during the term of this contract.

ARTICLE XVIII
DISCIPLINARY ACTION

18.1 General

18.1.1 All classified employees shall serve a probationary period of six months or 130 days of paid service, whichever is longer, excluding long-term leaves of absence, following their employment. Any classified employee who voluntarily accepts or is promoted to a different classification shall serve a probationary period of six months or 130 days of paid service, whichever is longer, excluding long-term leaves, in a new classification. Probationary employees may be disciplined and terminated during probation without cause and without a hearing.

18.1.2 Each employee who successfully completes the probationary period shall be classified as a permanent employee. Permanent employees may be disciplined only for cause as provided herein.

18.1.3 Substitute and short-term employees, employed and paid for less than seventy- five percent (75%) of a school year, part-time playground personnel, apprentices, professional experts employed on a temporary basis for a specific project, full- time students employed part-time in any college work-study program, shall not be part of the classified service and may be disciplined and terminated without cause and without a hearing.

18.1.4 "Discipline" includes demotion, reduction of compensation, suspension without pay, involuntary reassignment, and termination, but shall not include layoff for lack of work or lack of funds.

18.2 Grounds for Discipline:

Any of the following causes may subject an employee to disciplinary action:

1. Incompetence or inefficiency.

2. Failure to meet or maintain job qualifications and proficiencies.

3. Failure to possess or retain necessary licenses or failure to pass required tests.

4. Insubordination: Including but not limited to refusal to perform assigned work or carry out directions of authorized District personnel.

5. Carelessness or negligence in the performance of duty or in the care or use of District property.

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

7. Dishonesty

8. Drinking alcoholic beverages on the job, being intoxicated on the job, or reporting for work while intoxicated.

9. Addiction to the use of narcotics or a restricted substance, use of narcotics or restricted substances while on the job, or reporting to work while under the influence of a narcotic or restricted substance.

10. Engaging in political activity on the job or during assigned hours of employment.

11. Conviction of any crime involving moral turpitude.

12. Conviction of a felony.

13. Being charged with the commission of a sex offense as defined in Education Code Section 44010.

14. Being charged with the commission of a narcotics offense as defined in Education Code Section 44011.

15. Absence without leave or repeated tardiness.

16. Abuse of leave privileges.
17. Falsification or misrepresentation of information to the District.

18. Persistent violation of or refusal to obey the rules and regulations of the Governing Board or of the statutes, rules, or regulations of the federal, state, or local governments.

19. Offering anything of value or any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.

20. Any conduct bringing disrespect or injury to the District.

21. Abandonment of position.

22. Excessive absenteeism.

23. Advocating the overthrow of federal, state, or local government by force, violence, or other unlawful means.

24. Knowing membership in the Communist Party.

25. Physical or mental incapacity.

26. Harassment of co-workers or supervisors.

18.2.1 Abandonment of Position

Abandonment of position shall be defined as an employee's failure to report to work for three (3) consecutive scheduled workdays without notifying the District of the reason for the absence and without receiving prior authorization or providing a satisfactory explanation. An employee who is absent without authorization for three (3) or more consecutive scheduled workdays, and who fails to notify their immediate supervisor or the Human Resources Department, shall be subject to dismissal charges for abandonment of position. Before any action is taken, the District shall make reasonable efforts to contact the employee via phone, email, welfare check, and certified letter to the last known address on file. The District shall provide the employee with written notice of the intent to treat the absence as abandonment of the position.

18.3 Notice and Hearing

18.3.1 If the Superintendent or his/her designee determines that cause exists for the discipline of an employee, the employee shall be given written notice of the determination. The employee may request a meeting with the Superintendent or his/her designee prior to requesting a hearing before the Governing Board.

18.3.2 The notice to the employee shall contain all of the following:

18.3.2.1 A detailed statement in ordinary and concise language of the specific charges against the employee.

18.3.2.2 A statement that the employee has a right to request a hearing before the Governing Board, or third party neutral, within ten (10) workdays after receipt of the notice by the employee.

18.3.2.3 A card or paper, the signing and filing of which, shall constitute a request for a hearing and denial of all charges.

18.3.3 Within thirty (30) workdays following receipt of a timely request, the Governing Board shall hold a hearing, or at its' discretion, may defer the hearing to a third party neutral. If the Governing Board defers to a third party neutral, the third- party neutral shall issue advisory findings of fact and conclusions which shall be submitted to the Board for final approval.

The third-party neutral shall be selected by the Board, in consultation with the employee or the employee's representative, and shall be on the American Arbitration Association or California State Conciliation Service Panel of Arbitrators.

18.3.4 The President of the Governing Board, or if deferred, the third-party neutral, shall convene the hearing. The parties to the hearing shall be the District Administration and the employee. Both parties may select representation.

The hearing shall proceed in the following order unless the Governing Board or third-party neutral otherwise directs: The District Administration shall present its case, the employee shall present his/her case, the District Administration may present rebuttal, and the employee may present rebuttal.

All parties shall be allowed to inspect and obtain copies of all documents offered as evidence during the hearing to confront and question all witnesses who testify at the hearing, and to question all other evidence presented during the hearing, as well as present oral and documentary evidence of their own. Technical rules of evidence shall not apply to the hearing, but evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. The decision of the Governing Board, or if deferred, the recommendation by the third-party neutral to impose discipline, must be supported by a preponderance of the evidence.

18.3.5 All hearings shall be held in closed session unless the employee submits a written request for a public hearing.

18.3.6 If the employee fails to make a timely request for a hearing, the Governing Board may act upon the charges without a hearing and without further notice to the employee.

18.3.7 If the employee who has requested a hearing fails to appear at the hearing as designated in the notice, the Governing Board may act upon the charges without a hearing and without further notice to the employee.

18.3.8 If the Governing Board finds that cause exists for the employee's discipline, it may impose any appropriate discipline up to but not exceeding that proposed by the Superintendent.

18.3.9 The decision of the Governing Board shall be final and conclusive.

18.4 Superintendent Authority

Notwithstanding any other provision of these rules, the Superintendent or his/her designee shall have the authority to immediately suspend and remove from service any employee whose continued presence on the job would threaten the safety of persons or district property.

18.5 Notice of Disciplinary Action/Right of Appeal

18.5.1 If the Governing Board approves the recommendation of the Superintendent for disciplinary action, including suspension or dismissal, the employee shall be notified in writing within three (3) calendar days.

18.5.2 Notification to the employee of dismissal or other disciplinary action approved by the Governing Board shall be sent to the employee at the last address of official record with the District by way of U. S. Certified mail, or hand delivered with signed receipt.

18.5.3 No permanent classified employee shall be dismissed, suspended or demoted unless he/she is given written notice signed by the Superintendent or designee, identifying the reasons for the dismissal, suspension, or demotion and the effective dates thereof.

ARTICLE XIX
PERSONNEL FILES

19.1 Location

The personnel file of each employee shall be maintained at the District's Administrative Office. The Assistant Superintendent of Human Resources is designated custodian of the personnel records.

19.2 Confidentiality

All personnel files shall be kept in confidence and shall be available for inspection only to authorized management employees or the Governing Board of the District in the proper administration of the District's affairs or the supervision of the employee. The District shall keep records indicating all persons who have examined the personnel file other than authorized district personnel, as well as the date such examinations were made. Such records and the employee's personnel file shall be available for examination by the employee or their CSEA representative if authorized in writing by the employee.

19.3 Employee Review Procedures

An employee shall have the right during normal working hours but not during employee duty time to examine his/her Personnel File. An employee shall be entitled to obtain copies without charge, up to 10 pages per school year, and thereafter at a cost of $.25 per page. The right to obtain copies shall not include rating, reports, or records which were obtained prior to the employment of the employee involved.

19.4 Personnel File Contents

Designated personnel who place material in an employee's personnel file shall sign the material and signify the date on which such material was presented to the employee. Any written materials placed in a personnel file shall indicate the date of such placement.

19.5 Derogatory Written Material

Employees shall be given prior notice of any derogatory written material that will be placed in the employee's personnel file. The notice shall be written on the face of the derogatory written material in an obvious manner. The employee shall sign the document on a signature line which shall be placed immediately under the notice of placement in the personnel file, and which shall read, "The signing of this document signifies receipt and not agreement."

19.6 Right to Response

For material proposed to be placed in the personnel file, the employee will have five (5) work days from receipt of the material to be placed in their personnel file to make any signed written comments they wish, which will be attached to the document and placed in their primary personnel file.

19.7 Public Complaints Concerning School Personnel

Material originating from other than designated District personnel, such as unsigned or undesignated derogatory material complaints against employees will be referred to the immediate supervisor. The immediate supervisor shall review and investigate the allegations and make a judgment as to whether the material has merit. If the complaint, after review by the supervisor, remains unresolved, the supervisor shall refer the written complaint, together with the supervisor's report and analysis of the situation, to the Superintendent or his/her designee. The Superintendent's decision shall be final unless the complainant, the employee, or the Superintendent requests a closed hearing before the Governing Board on the complaint. If the employee so requests, an open hearing will be held.

ARTICLE XX
EVALUATION PROCEDURES

20.1 It is understood that the main purpose of evaluation is to inform an employee of his/her effectiveness in meeting job performance standards in a manner which outlines both strengths and areas of needed improvement. All evaluations shall be issued to employees in writing on the Classified Evaluation Form and incorporated by reference as part of this agreement.

20.2 Definitions

20.2.1 Probationary Employee: Classified employees hired to fill authorized regular positions shall be deemed permanent on the one six (6) month anniversary of their appointment. However, a probationary employee who takes an extended leave shall have his/her initial probationary period extended by an equivalent number of days, with notice to the employee of the new probationary end date. The District may release probationary employees without cause during the initial probationary period.

20.2.2 Promotional Probation: Permanent classified employees who receive promotions shall be subject to a promotional probationary period six (6) months of service following appointment to the promotional position. Credit toward completion of the promotional probationary period shall not include non-contracted time during summer months. A promotional probationary employee who takes an extended leave shall have his/her promotional probationary period extended by an equivalent number of days. The District may release promotional probationary employees without cause during the promotional probationary period. In such case, the employee shall revert to the position previously held at the time of the promotion.

20.3 Evaluations are confidential and are to be developed as follows:

20.3.1 Probationary

20.3.1.1 All probationary employees shall receive at least one (1) formal written evaluation by the end of the fourth (4^{th}) month of employment. Notwithstanding this probationary evaluation requirement, and as set forth above, the District always retains the right to release probationary employees without cause during the initial probationary period.

20.3.1.2 At the end of an employee's probationary period, an evaluation will be submitted to the Assistant Superintendent of Human Resources with a recommendation of retention or dismissal of the employee.

20.3.2 Permanent

20.3.2.1 All permanent unit members shall be evaluated at least once per year.

20.3.2.2 All formal written evaluations shall be completed and submitted to the Human Resources Office by June 1.

20.3.3 The Rater

20.3.3.1 The immediate supervisor rates the employee. This is the person who assigns, checks, reviews, and supervises the work of the employee on a daily basis.

20.3.3.2 If an employee has more than one immediate supervisor, then the school/department at which the employee spends a majority of his /her assigned time shall file the evaluation report.

20.3.3.3 If an employee has transferred or been promoted to another position during the year, the present supervisor shall rate the employee.

20.3.4 The Reviewer

20.3.4.1 The principal, department head, or designated supervisor reviews the evaluations of those employees under his/her supervision. The evaluator and reviewer shall discuss the rating report prior to presenting it to the employee.

20.3.5 Rating The Employee

20.3.5.1 Ratings of "needs improvement" and “unsatisfactory" must be explained by a statement of facts under the "comments" section of the evaluation. If the supervisor has rated the employee as "needs improvement" or "unsatisfactory”, then the written comments will include documented evidence and suggestions for improvement. The comments section will also include areas of commendation for those employees who exceed standards.

20.3.5.2 The employee signs the rating report to indicate that he/she has seen and discussed it with the rater. The employee's signature does not mean that he/she agrees with the report.

20.3.5.3 Evaluations of a negative nature shall not be placed in the employee's personnel file until the employee has been given five (5) workdays from the date of the evaluation conference to review and make written comments. The written comment shall be signed by the unit member, attached to the evaluation, and placed in the employee's personnel file. The evaluator shall initial the response to signify he/she has read the response.

20.3.5.4 A permanent employee who receives "needs improvement" on their Classified Evaluation may request another evaluation after a three (3) month period. If the supervisor believes that the employee still requires improvement, the evaluation need not be completed. This provision does not apply to an "unsatisfactory" rating.

20.3.5.5 Following the evaluation conference, the employee shall be provided with a copy of the evaluation bearing all required signatures.

20.3.6 Lack of Advancement of Classified Employee on the Salary Schedule
A member of the bargaining unit receiving an overall unsatisfactory rating from a supervising administrator, as determined by the most recent annual written evaluation, shall be disqualified from any salary increase for the next year, if the following conditions have been met:

- The supervisor has notified the employee in writing three (3) months prior to the evaluation of areas in need of improvement.
- The supervisor identifies in writing the type of assistance that will be provided to the employee to improve identified areas of weakness.

For any subsequent year of unsatisfactory service, said employee's placement on the salary schedule shall be reduced by one step until either the employee has improved or the District has implemented dismissal proceedings. After two (2) years of unsatisfactory performance, the member shall be reinstated to the level he/she would have been had his/her performance been satisfactory.

However, this shall not deprive the member of the due process procedures set forth in Article 18, as specified in section 18.1.4.

ARTICLE XXI
TRANSPORTATION

The following new Transportation article shall be effective July 1, 2015. The parties agree that the existing contract language shall apply through June 30, 2022.

21.1 Stand by Time

Bus drivers, including bus drivers on special assignments (trips), including but not limited to athletic events, field trips, bowling, and curricular trips, that are required to remain on standby during the event shall be paid their regular rate of pay for the standby time. Whenever the combination of working (driving) and standby hours exceeds the established workday as defined in this agreement, the employee shall be compensated at the appropriate overtime rate. A driver is "required" to remain on standby when the needs of the District warrant or when it is not efficient to return to the bus yard. The District shall not require a driver to return to the bus yard to avoid standby time if the return will result in less than 30 minutes of off-duty time prior to their return travel. Standby time also includes any time a driver has less than 30 minutes between a regular school run and an After-School Program (AP) run.

21.2 Bus Routes and Assignment of Work

The District shall be responsible for creating and developing bus routes, to include mid-day routes, After School Program routes, etc. The District is also responsible for assigning "Related Bus Duties" during an employee's contracted hours. "Related Bus Duties" include, but are not limited to:

1. **Up-Dating Route Sheets**
   The bus drivers will, within the first two (2) weeks of school, bring any adjustments to their assigned route to the Transportation Router. The Transportation Router, in consultation with the appropriate supervisor, will adjust for times and directions for accuracy. These route sheets must be maintained throughout the school year by the Transportation Router and updated as needed or within 30 days of the last dated route sheet.

2. **Washing The Outside Of The Bus**
   The outside of the driver's assigned school bus shall be washed once a week or as often as needed. If your assigned school bus is out of service for more than five (5) days, the driver will wash the spare school bus assigned to that route.

3. **Cleaning The Inside Of The Bus**
   The inside of your assigned school bus shall remain clean at all times. This will include sweeping the floor once a day, dusting the dashboard, ridge, sun visor, and rear shelf as needed, removing graffiti from the seats, sanitizing the bus, and cleaning the inside of the windows as needed.

4. **Meetings With Office Staff**
   The District may call individual meetings of bus drivers to discuss routing, bus care, and other matters at the District's discretion.

5. **Renewal of License, Medical or Special Certificate**
   This will include all testing at the DMV, CHP, doctor appointments for DL-51 medical and TB testing. If for some unforeseen reason the appointment takes an abundance of time that is over the normal appointment time, that time may be paid if documentation of such is provided and will be dealt with on an individual basis.

6. **Student Discipline**
   This will include the writing of referrals, dealing with security, returning a student to school or any other time for student control or discipline.

7. **Returning Students To School**
   This would include students who have missed their stop, rode on the wrong bus or the parent/guardian was not at the bus stop.

8. **Fueling the School Bus**
   The bus driver will fuel the bus when the fuel gauge reads one-half (1/2) or as often as needed or directed.

9. **Local Trips Within District Boundaries**
   Small trips requests that are within District boundaries.

10. **Shuttle Runs**
    Shuttle runs that occur during the school day.

11. **Additional Duties**
    This will include duties such as:

- Changing headlights on buses and white fleet.
- Changing seat covers on buses.
- Transport buses to various site locations for pick up/drop off purposes.
- Assist with stocking the bus and white fleet parts.
- Assist mechanics as needed.
- Assist in test driving buses.
- Cleaning of shop area.
- Behind-the-wheel training.

21.2.1 No action related to the bidding of bus routes and other work assignments shall result in a bargaining unit member suffering a unilateral reduction in hours. This provision shall not be reopened during the remainder of this contract.

21.2.2 Bus drivers who are assigned additional hours beyond their contracted time shall not be entitled to such hours on a permanent basis. However, part-time employees who work a minimum of 30 minutes per day for a period of 20 consecutive working days or more above their contracted hours shall receive a corresponding increase in sick leave and vacation benefit accruals for the duration of the additional assigned hours.

21.3 Bus Route Bidding Process

The District shall be responsible for creating and developing bus routes, including mid-day routes, After-School Program routes, etc. Bidding on bus routes shall occur on an as-needed basis for vacant routes in accordance with the procedures set forth below:

21.3.1 The District shall notify all drivers of the bid date at least ten (10) calendar days in advance.

21.3.2 All routes shall be made available for review no later than seventy-two (72) hours of the workday prior to the day of bid.

21.3.3 Bus drivers shall only bid on available routes that correspond to his/her contracted hours. Bus drivers shall bid on available routes in order of seniority (within classification). The driver with the greatest seniority shall select his/her route first, and the process shall proceed in descending order until all routes are taken. A break in District service, other than related to layoff or for military service, results in an employee acquiring a new seniority date related to their most recent hire date.

21.3.3.1 If two or more drivers have the same seniority date, the tie breaker for bidding purposes only will be based upon the date of original school bus driver certificate issuance (provided that the certification has been continuously maintained). However, a lapse in maintaining the school bus driver certificate due to military service shall not be construed as a break in service.

21.3.3.2 Following all bus drivers engaging in the bidding process, a driver may request to voluntarily reduce hours by selecting a vacant and available route. Any voluntary reduction of hours shall be on a permanent basis (unless the driver is successful in obtaining a vacant higher-hour position in the future).

21.3.4 During the bidding process, bus drivers will be scheduled to bid in order of seniority and in five (5) minute intervals. If a driver does not bid within five (5) minutes of his/her scheduled bid time, the next driver may proceed to bid the remaining routes.

21.3.5 Drivers unable to attend the general bid may authorize an employee in the bargaining unit to bid on his/her behalf by use of a proxy statement. The proxy statement shall be in writing and approved by the employee's supervisor prior to the bid.

21.3.6 The District may make changes to the routes after they have been made available for review due to student enrollment.

21.3.7 The District reserves the right to make changes to routes based on District needs.

21.4 Eligibility for Bus Trip Assignments

21.4.1 Probationary employees will be restricted to trip assignments in the District School Boundaries only. However, probationary employees who have prior bus driving experience, and in the sole discretion of management, may be assigned trips within a fifty (50) mile radius of the bus yard.

21.4.2 Trip assignments will be assigned at least four (4) workdays in advance when possible. Employees shall submit written confirmation/verification of acceptance or rejection of the trip assignment within twenty-four (24) hours of posting.

21.4.3 Failure to sign the confirmation sheet/verification sheet within twenty-four hours of posting will result in that driver going to the bottom of the rotation list. Any driver who has been assigned a trip that he or she is not qualified for will be offered the next available trip that he or she is qualified for. That driver will go back to their original place in the rotation list after they are offered a trip that they are qualified for, whether or not they took the trip.

21.4.4 All drivers must have current route sheets, filed with the dispatcher, in order to be eligible for any trips (current is defined as not older than thirty (30) days).

21.4.5 An employee who does not wish any trip assignments and therefore does not wish to be included in the trip assignment process may submit such a request in writing at any time during the year. The

employee will be removed from the trip assignment process and, upon return, will be placed back on the trip rotation list(s) based on his or her seniority.

21.4.6 Any driver who is off work for a reason for which that time would be charged against that driver's sick leave time and has been assigned a trip on the day that the driver is off will forfeit the trip and be placed back in their place on the rotation list. If a driver is off from work for a reason in which that time would be charged against that driver's sick leave time on the workday prior to a day that they had been assigned a trip, that driver will forfeit the trip and be placed back in their place on the rotation list.

21.4.7 An employee who is off work for more than ten (10) consecutive workdays due to any type of paid leave, including vacation, will be removed from the trip assignment process. Upon return to work, the driver will be placed back in his/her place on the rotation list.

21.4.8 If the driver has had the opportunity for special training and has not completed said training, and a trip comes up that requires special training, they will be charged for that trip (exception: band van, as defined in Article 21.10.1).

21.5 Multi-day Bus Trips

A multi-day trip assignment shall be paid the actual number of hours worked each day shall be charged as a trip. If a driver is called back for any reason they will be paid a minimum of two (2) hours.

21.6 Procedure for Extra Transportation Work Assignments

21.6.1 Extra work is defined as any work that the dispatcher has to assign for the day, not already on a contracted driver's contract.

21.6.2 An "Extra Work Sign-up" sheet will be posted on Thursday of each week for extra work for the following week.

21.6.3 To be eligible for extra work the next week, the driver must sign the "Extra Work Sign-up" sheet every Thursday between 6:00 a.m. and 4:30 p.m. An employee who is away from the work site the entire period from 6:00 am to 4:30 pm on Thursday due to an approved leave or assigned trip shall be permitted to sign up on their next workday.

21.6.4 Extra work will be assigned daily by seniority according to the drivers who sign the "Extra Work Sign-up" sheet and who are not already scheduled to work during that time. Extra work will be assigned to drivers with less than an 8-hour contract before using an 8-hour driver if that work fits into their schedule. All overtime and extra time must be approved by the office staff.

21.6.5 During the Monday through Friday work week, every reasonable effort shall be made to schedule and assign all available and qualified bargaining unit drivers to cover all transportation routes and activities, including regular routes, field trips, athletic events, and other school-related transportation. In the event that the District has exhausted all reasonable efforts to staff transportation needs with bargaining unit drivers, and a critical transportation requirement cannot be met due to an insufficient number of available and qualified District drivers, the District shall notify CSEA of the need to utilize supplemental transportation services.

21.7 Extra Transportation Work Assignment Exceptions

When an extra work assignment is estimated to place an employee in an overtime status, the assignment must first be offered to the next senior driver who will not be placed in an overtime status unless no other driver is available.

21.7.1 Dispatch will consider proximity with regard to school and distance to be traveled by the assigned driver, i.e., if a mid-day or evening activity is to depart from a country school, the driver with the assigned route nearest the school will be assigned for scheduling reasons and to avoid late pick-ups.

21.7.2 Drivers that do not have enough work assignments to fulfill their daily contracted hours will have priority for extra work over all other drivers. The dispatcher can assign any extra work without regard to what the driver signed up for on the "Extra Work Assignment "sheet when the driver needs to fulfill their daily contracted hours.

21.7.3 Extra work assignments will be made on a daily basis.

21.7.4 An employee who has signed the extra worksheet and declines the work that is assigned shall be excluded from working any more extra work assignments for the next five working days. If extra work has not been assigned, the driver has the option to remove their name from the extra work list without being penalized.

21.7.5 The District has the right to use substitutes when there is less than two hours' notice of a requested assignment to transportation or there is no contracted driver who has signed up for a particular assignment.

21.8 Trips Rotation

21.8.1 Trips will be assigned in the following manner:

1. At the beginning of every traditional school year, trip list(s) will be created with all drivers listed by seniority. Contracted drivers will be assigned trips by rotation using seniority as a trip list and starting the new year with the most senior driver on the list.

2. There will be two (2) lists. One for Monday through Friday, one for Saturday, Sunday & holiday trips, and one for the Band Truck with a 5-speed transmission.

21.8.2 In cases where the Department of Transportation receives a request for a trip or extra work assignment with less than two hours' notice, the District shall assign any driver, regular or substitute, to the assignment without regard to any of the lists in order to serve the needs of the students and staff.

21.8.3 If a trip requires special training or a license endorsement, the driver next in line with the required qualifications will be offered that trip. The driver will be charged for that trip. If the District has not provided the driver with the opportunity to receive the training to qualify for the vehicle, the driver will not be charged for the trip.

21.8.4 The Transportation Department shall maintain extra work and trip assignment boards in an area visible to all drivers, so that drivers are able to monitor the rotation of all extra work or trip assignments and bring any errors to the attention of management at the earliest opportunity, when correction is easiest to accomplish.

21.9 Bus Paperwork Requirement

All required paperwork must be submitted at the end of the day or the following morning. Any employee absent may turn in paperwork upon return to work.

21.10 Trips Requiring Special Licenses

21.10.1 The pick-up truck, fifth wheel trailer, and the tractor-trailer are each defined as the "band van," and the following shall apply:

- During a school-paid function, all properly licensed contractual transportation employees must be given the opportunity to accept any trip that requires driving the band van before any other properly licensed MUSD employee.

Transportation employees must be asked by rotation, starting with the properly licensed transportation driver with the most seniority on the Band Truck and Trailer list.

- If the trip is to be paid for by the Band Booster Club and a properly licensed band booster member is unavailable to drive the band van, then properly licensed transportation drivers must be asked before any other properly licensed MUSD employee.

21.10 Transportation On-Call

Transportation Department employees who are assigned to be on-call to perform Dispatcher or Mechanic services shall receive a stipend of fifty dollars ($50) per day. An employee who is contacted by telephone while on call, or called back to work, shall also receive compensation as referenced in **Articles 21.12 and 21.13.**

21.12 Transportation Call Back See Article 6.8.

21.13 Transportation After Hours Calls

The On-Call Transportation Department employee contacted by telephone regarding official, District-assigned work after hours shall receive fifteen (15) minutes of compensation per call, or actual time if the call is longer than fifteen (15) minutes.

ARTICLE XXII
ARTIFICIAL INTELLIGENCE AND TECHNOLOGY

22.1 Definition Of Technology:

The term "technology" for purposes of this article means: all forms of automation, robotics, artificial intelligence, large language models, information technology (hardware and software), augmented or virtual reality, electronic devices or equipment such as phones, cameras, computers, tablets, any kind of listening or recording device, GPS or any monitoring devices that replace or substitute for work performed by employees in the workplace.

22.2 Workplace Automation Technology:

The term "Workplace Automation Technology" for purpose of this article shall include any technology that replaces the labor of a human worker, including artificial intelligence or "AI" technologies, other forms of computerized automation, and automated machines such as self-driving vehicles and self-guided equipment (floor cleaners, mowers, etc.)

22.3 Right To Disconnect:

When employees use Employer-owned electronic devices to access Employer technology for professional purposes, employees have the right to disconnect from Employer-owned technology outside of regular work hours. This right includes but is not limited to silencing, restricting notifications, utilizing 'Do Not Disturb' or 'Out of Office' settings and turning off Employer devices and technology outside of regular work hours. Employees are generally not required to respond to Employer communications outside their regular working hours, except in the event of an emergency and/or as otherwise required elsewhere in this CBA (eg: where the employee has volunteered for compensation call back duties).

22.4 New Technology Adoption:

The District shall provide CSEA at least thirty (30) days' notice and the opportunity to bargain the effects of District Technology that can potentially materially and substantially impact classified employees' job duties.

22.5 Algorithmic Management:

22.5.1 The employer shall not make management decisions that are predicated solely on automated processing, algorithmic outputs or AI systems.

22.5.2 The employer shall provide necessary and relevant information upon CSEA's request regarding any algorithmic systems or AI used for decision-making that impacts employees, including scheduling, performance evaluation, discipline, promotions and or hiring.

22.6 Technology Training:

22.6.1 The District and CSEA recognize the introduction of technology changes may require the need for employees to develop different skills. To ensure that employees are adequately prepared, the District is committed, whenever necessary, to provide training programs in the use of equipment.

22.6.2 The District shall provide re-training, whenever necessary, for affected employees when it implements new technology for current jobs. The extent and timing of such training will depend on available resources and the extent of the technological change.

22.6.3 If changes in technology significantly alter the essential tasks/skills of a job, the District shall provide a reasonable amount of training so the incumbent can obtain the requisite skill to continue to hold the position. This training shall be conducted at the District's expense.

22.7 Management Rights

Nothing in this article shall be deemed to constitute a waiver of the District's management rights relating to the installation, and use of technology for legitimate business purposes, including but not limited to safety and security of persons and property as well as utilization of AI tools to assist in managerial functions, that shall not materially affect classified working conditions without providing CSEA notice and opportunity to demand effects bargaining.

ARTICLE XXIV
DURATION

24.1 Length of Agreement

This agreement between the MADERA UNIFIED SCHOOL DISTRICT and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and its local CHAPTER #169, shall be in effect from July 1, 2025, through June 30, 2028. The parties agree that all negotiations are concluded for the -2026 and 2026-2027 school years. The parties agree that either party may request to reopen negotiations related to salary, health, and welfare benefits, and two (2) articles selected by each party for the 2027-2028 school year.

Addendum Changes:

- Addendum A: Duration/Term Change to Article 24
- Addendum B: Change to Article 8, section 8.4
- Addendum C: Change to Addendum A
- Remove Addendum D Transportation Uniforms for Bus Drivers
- Addendum E: Security Cameras to Article 23
- Parity Clause move to Article 17 Negotiations Section 17.8
- Prior Memorandums of Understanding move to Article 17 Section 17.9

ADDENDUM B
HOLIDAYS

The following holidays will be observed during the term of the contract and such declared Board Holidays so the total will equal fourteen (14).

Holiday	**TYPE of HOLIDAY**
Independence Day	Legal - Ed Code 45203
Labor Day	Board Declared
Veterans Day	Legal - Ed Code 45203
Thanksgiving Day	Board Declared
Thanksgiving Holiday	Legal - Ed Code 45203
Christmas Day	Board Declared
Christmas Eve	Legal - Ed Code 45203
New Year's Day	Legal - Ed Code 45203
New Year's Eve	Legal - Ed Code 45203
Martin Luther King Day	Legal - Ed Code 45203
Lincoln's Day	Legal - Ed Code 45203
Washington's Birthday	Legal - Ed Code 45203
Good Friday (In lieu of Admissions Day)	Legal - Ed Code 45203
Memorial Day	Legal - Ed Code 45203
Juneteenth Day	Legal - Ed Code 45203

ADDENDUM C
CLASS CLASSIFICATION ASSIGNMENT
AND APPLICABLE SALARY RANGE

Note: If a classified bargaining unit position is created at a later date, the Association President shall negotiate with the District Representative regarding placement of said position on this schedule.

CLASS	POSITION TITLE	RANGE
ADMINISTRATIVE SERVICES	Receptionist	14
	Office Assistant	15
	Office Technician	17
	School Office Technician	17
	Secretary	20
	Secretary – Department	20
	Secretary - Attendance	23
	Registrar High School	25
	Spanish Translator/Interpreter	27
	District - Registrar	32
	Administrative Assistant I	32
	Administrative Assistant II	33
	Administrative Assistant III	34
	Administrative Assistant IV	35
	Curriculum & Assessment Technician	35
	Administrative Assistant V	36
	Administrative Assistant VI	37
	Administrative Specialist	40
	Executive Administrative Assistant	44
CONTINUOUS IMPROVEMENT & COMMUNICATIONS DEPARTMENT		
	Communications Technician	23
	Communications Technician – Bilingual Spanish	27
	CALPADS Data Technician	35
	Student Data Systems & Procedures Analyst	40
	Videographer	40
	Communications Analyst	50
	Research & Systems Improvement - Analyst	65
	Full Stack-Developer	65
	Software Developer	65

EDUCATIONAL SUPPORT INSTRUCTIONAL SERVICES

	Classroom Aide Preschool – Level I	15
	Paraprofessional Aide	15
	Library Media Technician - Elementary	16
	Library Media Technician - Middle School	16
	Paraprofessional Aide/Special Needs	17
	Library Media Technician - High School	18
	HISET Exam Coordinator	19
	Adult Education Data/Exam Technician	25
	Paraprofessional Aide/Autism	27
	Paraprofessional Aide/Math	28
	Paraprofessional Aide/Physically Impaired	28
	Paraprofessional Aide/Preschool/Special Needs	28
	Paraprofessional Aide/Adult Transitional Program	28
	Paraprofessional Aide/T.O.P.S. Program	28
	Bilingual-Biliterate Paraprofessional Aide	28
	Piano Accompanist	32
	Special Services Specialist	38
	Speech and Language Pathologist Assistant	40
	DHH – Sign Language/Oral Interpreter	59
FINANCIAL SERVICES	Accounting Technician I	19
	Accounting Technician II	23
	Accounting Technician Ill	28
	Accounting Technician IV	32
	Accounting Technician V	38
	Payroll Specialist	38
	Budget/Accounting Analyst	39
	Payroll Specialist – Lead	40
HUMAN RESOURCES	Human Resources Technician I	23
	Human Resources – Benefits Technician	33
	Human Resources Technician II	33
	Personnel Technician	33
	Human Resources Specialist	38
	Personnel Specialist	38
	Senior Human Resources Specialist – Credentials	40
	Personnel Specialist – Lead	40
	Risk Management Analyst	40
MAINTENANCE & OPERATIONS		
	Custodian	20
	Grounds Person I	20
	Athletic Equipment Specialist	25
	Head Custodian I	25
		25

	Grounds Person II	
	Ag Farm Manager	28
	Pool Maintenance Technician	29
	Head Custodian II	30
	Head Custodian III	34
	Maintenance Journeyman	36
	Grounds Person Ill	36
	Maintenance Parts Specialist	36
	Maintenance Journeyperson – Specialty	38
	Head Custodian IV	39
	Maintenance Journeyman Lead	40
	Maintenance Tradesperson – Carpenter	44
	Maintenance Tradesperson – Electrician	44
	Maintenance Tradesperson – HVAC	44
	Maintenance Tradesperson – Painter	44
	Maintenance Tradesperson – Plumber	44
	Maintenance Tradesperson – Welder/Fabricator	44
	Facilities Planning Analyst	50
NUTRITIONAL SERVICES	CN Assistant I	11
	CN Assistant II	14
	CN Cashier	14
	CN Technician	16
	CN Technician – Lead	20
	CN Food Handler & Delivery Person	20
	CN Head Custodian – Food Handler	25
PURCHASING		
	District Mail Clerk	20
	Print Shop Technician	23
	Warehouse Assistant	25
	Purchasing Technician	30
	Print Shop Technician – Lead	35
	Buyer	35
	Warehouse – Lead	35
	Senior Buyer	40
SECURITY SERVICES	School Safety – Dispatcher	28
	School Safety Officer	28
	School Safety Officer - Lead	32
	School Safety Officer Lead – Therapy Support Dog	32
STUDENT ATHLETICS	Athletic Trainer	44

STUDENT/COMMUNITY SERVICES

Parent Resource Center Assistant	18
College and Career Specialist	19
Health Services Assistant	20
Behavioral Intervention Technician	24
Family Liaison and Student Attendance Technician	25
Parent Resource Center Assistant – Lead	30
District Registrar	32
Student Services Technician	33
Student Advocate	34
Student Advocate – Social Emotional/Behavioral (SEB)	34
Migrant Student & Family Support Specialist	34
Family Liaison and Student Attendance Specialist	36
Licensed Vocational Nurse	38
Senior District Registrar	40
Community Support Specialist	50
Behavior Analyst	58
Behavioral Health Clinician I	58
Behavioral Health Clinician II	63

TECHNOLOGY

Information Systems Technician	30
Information Systems Specialist I	35
Information Systems Specialist II	38
Network Specialist	40
Network Support Specialist	40
Server Support Specialist	40
Low Voltage Systems Specialist	41
Information Systems Specialist – Lead	45
Information Security Specialist	47
District Technology Trainer	50
Information Systems Specialist – Digital Curriculum Lead	50
Network Administrator	54
Server Administrator	54
Information Security Analyst	57
Database Administrator	60

TRANSPORTATION

Transportation Operation Assistant	25
Bus Driver	30
Relief Bus Driver	30
Transportation Router	31
Transportation Dispatcher	32
Transportation Parts Specialist	36
Bus Driver Trainer/Dispatcher	36
Mechanic Technician	36
Mechanic Specialist	36
Mechanic – Lead	46

ADDENDUM D

UNIFORMS FOR BUS DRIVERS

Madera Unified School District expects school bus drivers to set an example for the children in our district by dressing in a professional manner. Therefore, the District will provide contracted school bus drivers with a professional uniform. In return, the District expects drivers to wear the assigned uniform in an appropriate manner when driving a District vehicle during their paid duty time. Not wearing your uniform or wearing it inappropriately will be grounds for progressive discipline. Looking professional gains respect from your students, their parents, our community, your peers, and your supervisor.

The uniform shall consist of:

- Navy blue or black pants issued by the District
- White button-up shirt issued by the District
- Optional jacket issued by the District

Appropriate wearing of the uniform means:

- The uniform is to be cleaned and pressed
- Appropriate footwear should be worn at all times (i.e., no flip-flops, high heels, sandals, open heel, or open-toe shoes)
- The shirt must cover all garments worn under the white shirt and be light in color so the shirt appears white
- Be dressed in your full uniform and ready to work

Fridays only: Since Fridays are game days at our schools, drivers are encouraged to support Madera High, Madera South High, or their assigned school by wearing a sweatshirt/shirt that represents that school. You may also wear your previous year's polo shirt on Fridays. This is optional for the driver. You may wear jeans on Fridays. If you are assigned to drive outside Madera on a Friday, you must wear your complete uniform.

ADDENDUM E

MISCELLANANEOUS

Security Cameras - Security cameras shall not be used to visually observe any bathroom, shower, or locker room. Security cameras shall not be used to record sounds in office environments and any cameras installed in any office environment shall not record voices or be used to monitor conversations of any kind during normal business hours. Video camera footage and images will not be used to evaluate, monitor, or discipline District employees. However, this shall not limit the District's ability to use evidence derived from video cameras in disciplinary matters involving theft, destruction, misuse, or misappropriation of District property or misconduct endangering the health and safety of students, District personnel and members of the public.

PARITY CLAUSE

In the event another bargaining unit receives a higher salary enhancement than set forth above, the District agrees to reopen negotiations in this regard.

PRIOR MEMORANDUMS OF UNDERSTANDING

The parties agree that any prior memorandums of understanding entered into between the District and CSEA, and which have a generalized effect on the entire bargaining unit, are not applicable unless the language is included in this Collective Bargaining Agreement.
However, this agreement shall not result in any financial cost to the District. In the event the parties discover that no longer applying a prior MOU has a financial cost to the District, then the MOU is still applicable and the parties agree to discuss the issue further.

ADDENDUM F

CLASSIFIED EMPLOYEES' RESPONSIBILITY FACTORS

The following Responsibility Factor shall be applied to the Classified Salary Schedule before longevity is calculated.

Position Title	Years of Experience	Responsibility Factor
School Safety Officer	7 to 9 years	1.021
School Safety Officer	10 plus years	1.031
Head Custodian - Middle School	-	1.021
Head Custodian - Comprehensive High School	-	1.031
Head Custodian III	-	1.031