AGREEMENT

Between

ANTIOCH UNIFIED SCHOOL DISTRICT

And

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND IT'S ANTIOCH CHAPTER #85

July 1, 2025 through June 30, 2028

Board of Education
And Superintendent
Dr. Jag Lathan., President
Mary Elen Rocha, Vice President
Dee Brown, Member
Olga Cobos-Smith, Member
Antionio Hernandez, Member

Dr. Darnise Williams, Superintendent

CSEA Chapter #85 Officers
Brian Atkinson, President
Mike Broscoe, 1st Vice President
Luis Sandoval 2nd Vice President
Anna Hernandez, Secretary
Elena Morataya, Treasurer
Kim Atkinson,
Chief Communication Officer
Laura Dickerson, Site Rep Coordinator
Laura Bowers, Chief Union Steward
Marcos Valdez, Sergeant of Arms

Negotiating Team
Dr. Camille JOhnsonz, Chief Negotiator
Jessica Guzman, Member
Mia Cancio, Member

Personnel Commission
Detwarn Buntun

Negotiating Team
Brian Atkinson, Chief Negotiator
Mike Briscoe, Member
Kim Atkinson Member
Anna Hernandez, Member
Elena Morataya, Member
Laura Bowers, Member
Marcos Valdez, Member
Dawn Marie Johnson, Member
Michael Pineschi, Union Labor Rep

TABLE OF CONTENTS

Article Number	Title	Page
	Preamble	1
1	Recognition	2
2	No Discrimination	2
3	Check Off and Organizational Security	3
4	Employee Rights	4
5	Organizational Rights	6
6	Job Stewards/Representatives	9
7	Hours and Overtime	10
8	Pay and Allowances	17
9	Employee Expenses and Materials	21
10	Health and Welfare Benefits	23
11	Holidays	27
12	Vacation Plan	29
13	Leaves	32
14	Hiring	48
15	Transfers and Promotions	49
16	Procedures for Disciplinary Action and Appeal	52
17	Layoff and Recall from Layoff	58
18	Grievance Procedure	61
19	Transportation	66
20	Safety	72
21	Contracting and Bargaining Unit Work	73
22	Severability	74
23	Negotiations	74
24	Labor-Management Committee	75
25	Completion of Meeting and Negotiating	75
26	District Rights and Responsibilities	76
27	Duration	77
28	Professional Growth	78
29	Seniority	78
30	Summer School	79
31	Task Force	80
32	Volunteers	80
Appendix A-1	Classified Salary Range	83
Appendix A-2	Classified Salary Schedule	84
Appendix B	Evaluation Report	85
Appendix C	Transportation Roster	87
Appendix D	Notice of Grievance	88
Letters of Agreement		89
Definitions		100

PREAMBLE

The Antioch Unified School District, a public school employer (hereinafter referred to as "District") acknowledges the California School Employees Association and its Antioch Chapter #85 (hereinafter referred to as "the Union") as the exclusive bargaining representative of the District's Classified employees as described in Appendix A, attached hereto and incorporated by reference as part of the agreement and in accordance with Chapter 10.7 of the Government Code.

ARTICLE 1

RECOGNITION

1.1 Acknowledgment: The District hereby acknowledges that the Union is the exclusive bargaining representative for all classified employees holding those positions described in Appendices A1 and A2, attached hereto and incorporated by reference as a part of this agreement. All newly created positions, except those that are lawfully certificated, management, confidential or supervisory shall be assigned to the bargaining unit. Disputed cases shall be submitted to PERB for resolution.

1.2 Scope of Representation: The scope of representation shall be limited to any terms and conditions of employment required by the Public Employment Relations Board and as required by law under the EERA (Employer-Employee Relations Act.) Nothing herein may be construed to limit the right of the District to consult with the Union on any matters outside the scope of representation. Nothing herein may be construed as a waiver of CSEA's right to bargain over mandatory subjects of bargaining under EERA.

1.3 The District shall provide advanced notice to both the Chapter President and the CSEA Labor Relations Representative of any proposed action constituting a change in any practice or policy within the scope of representation. Such notification shall be made by e-mail with a follow-up by personal service or U.S. Mail and shall provide the Association a reasonable opportunity to assert a demand to negotiate prior to the adoption of the practice or policy by the District or the Board of Education. Such notification shall be separate from the Board of Education agenda.

ARTICLE 2

NO DISCRIMINATION

2.1 Discrimination Prohibited: No employee in the bargaining unit will be illegally harassed, bullied, favored or discriminated against in wages, hours, or other terms and conditions of employment as set forth in this agreement because of their:

a) Political opinions
b) Political affiliations
c) Race
d) National origin
e) Religion
f) Marital status
g) Age
h) Sex
i) Physical disability
j) Membership in the Union
k) Lawful union activities
l) Engaging in protected activity

m) Immigration status

2.2 This article will be subject to the grievance procedure commencing in Step II. If not resolved at Step II, the grievant may choose in writing to either go to Step III or go to an appropriate state or federal agency with the grievance.

ARTICLE 3

CHECK OFF AND ORGANIZATIONAL SECURITY

3.1 District shall refer all employee questions about CSEA dues over to the CSEA Chapter President and Labor Relations Representative.

3.2 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues. The District may, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other loans or programs jointly approved by the Union and the District.

3.3 Dues Deduction: The employer shall deduct, in accordance with CSEA dues schedules, dues, from the wages of all employees who are members of CSEA. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative.

3.4 The employer shall not be obligated to put into effect any new or changed deduction until the pay period commencing thirty (30) days or more after such submission by CSEA. There shall be no charge by the employer to CSEA for regular membership dues deductions.

3.5 Hold Harmless Provision: CSEA shall defend, indemnify and hold the District and its officers and agents, harmless for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

3.6 Reasonable and Pertinent Information: CSEA shall provide any reasonable and pertinent information needed by the District to fulfill the provisions of this agreement.

ARTICLE 4

EMPLOYEE RIGHTS

4.1 Personnel Files:

4.1.1 The Board shall not base any disciplinary action against an employee upon materials, which will not be or are not contained in such employee's personnel file maintained at the District Office. Prior to any disciplinary action, the employee shall be presented with a copy of the derogatory written material.

4.1.2 Employees shall be provided with a written copy of any derogatory written material ten (10) workdays prior to its placement in the personnel file. At such time, the employee shall have the opportunity to review such material and prepare written comment to be attached to the material prior to its placement in the personnel file. Such a review shall take place during the normal business hours and the employee shall be released from duty for this purpose without salary reduction. At the supervisor's discretion, part time employee may be required to review the file before or after their scheduled work hours. Time required for review will be in paid status.

4.1.3 An employee shall have the right at the convenience of the District to examine and/or obtain one copy of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records, which were obtained prior to the employment of the employee involved. The material reviewed shall remain with the file. Such review shall take place when the employee is not required to render service to the District.

4.1.4 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

4.1.5 Access to evaluation material shall be limited to the members of the District's administration or their authorized agent on a need-to know basis. Board and Personnel Commission members may request the review of an employee's file.

4.2 Performance Evaluation:

4.2.1 All regular classified employees shall be evaluated by their immediate supervisor in accordance with the following schedule:

A. Probationary employees – at the end of the third and sixth month of service. The evaluation forms will be sent out at the end of the second and fifth month and must be returned before the end of the third and sixth month.

B. Permanent Employees – at least once each year between February 15 and March 31 and at any time more than sixty (60) working days later when the employee leaves the control of that supervisor or in accordance with Section 4.2.6 of this Agreement.

4.2.2 Purpose: Evaluation is an ongoing process to review an employee's job performance and make positive suggestions for improvement in appropriate areas.

4.2.3 Each immediate supervisor under whom the employee has served for sixty (60) working days or more during any rating period shall provide a performance evaluation, even though the employee may have left their control. If the employee has not served sixty (60) working days under one supervisor during the probationary period, the supervisor under whom the employee has worked the longest period of time will make the evaluation.

4.2.4 Performance evaluation reports shall be made on forms prescribed by the Commission (copy attached as Appendix D), which shall be prepared by the employee's immediate supervisor, if possible. This form shall be reviewed by the next higher supervisor, the Department Head and Personnel Director. The District and Union agree to meet for the purpose of developing a new evaluation form. If such a form is mutually agreed upon, it shall replace Appendix D of this Agreement.

4.2.5 The immediate supervisor shall present the performance evaluation report to the employee and shall discuss it with them. The evaluation form shall be signed by the employee to indicate receipt and they shall be given a signed copy. When the employee is no longer supervised by the person preparing the evaluation, it may be delivered by mail. The signature of the employee does not imply agreement with the evaluation. When an employee is rated below satisfactory, in any factor, the rater shall given written reasons for such rating.

4.2.6 Special Evaluation: Employees may be evaluated more frequently when there is reasonable cause for such evaluation. Such evaluations shall be made on the prescribed form. They shall be delivered to the employee personally by their immediate supervisor, whenever practicable. A copy of such evaluation shall be placed in the employee's personnel record. The operation of this Section shall not preclude the District from issuing a performance improvement plan, nor shall the issuing of a performance improvement plan require the operation of this Section.

4.2.7 Job performance concerns shall be addressed with the employee at the time they arise, rather than waiting until the written evaluation.

4.2.8 Approved use of union contract legally protected leave within the employee's earned or authorized entitlement shall not, by itself result in a negative evaluation rating. Before issuing a rating below "meets standards" in attendance, the evaluator shall review the employee's leave records distinguish authorized leave from any unauthorized absence or leave abuse, and concerns with the employee. The District retains the right to address excessive absenteeism, chronic tardiness, or documented leave abuse.

4.3 Drug and Alcohol Testing: The employer shall not question a driver concerning the use of alcohol or controlled substances without first informing the driver of the right to have a union representative present throughout the questioning. If the driver then requests union representation, no such questioning shall occur in the absence of the union representative. The employer shall not use any information obtained in violation of this paragraph in any action against the driver.

4.4 The probationary period for new employees shall be six (6) months or one hundred thirty (130) days of paid service working in their classification, whichever is longer. Paid service in the same classification during summer or intersession shall count towards probation.

For the purposes of calculating days of service, holiday or vacation days shall count towards this calculation, but other days of leave, including but not limited to, illness leave, injury leave, bereavement leave, parenting leave or pregnancy leave shall not count towards the 130 days of service so as to provide the district with reasonable opportunity to observe and evaluate an employee's performance on the job before according them to the status of permanent employee. For employees on 10-hour workday schedules, probationary services shall be measured on a pro-rata basis:

- One (1) ten-hour workday shall be credited as one and one-quarter (1.25) days toward the probationary period.
- Five (5) consecutive ten-hour days shall therefore equal six and on-quarter (6.25) probationary days, the equivalent of five (5) eight-hour days.

At the conclusion of the probationary period, employees shall be considered permanent members of the bargaining unit.

The above applies to Promotional Probation, outlined further in Article 15.4.

ARTICLE 5

ORGANIZATIONAL RIGHTS

5.1 Union Rights

5.1.1 The Union shall have the right of access at reasonable times to areas in which employees work. Authorized representatives of the Union shall be permitted to transact official business on school sites at reasonable times, providing that they first contact the building principal or site administrator to notify of their presence on the site. Said activity should not reasonably interfere with or interrupt normal school operations and in collaboration with the site administrator. The right of access shall not be unreasonably denied.

5.1.2 The Union shall have the right to post notices of activities and matters of the Union concern on bulletin boards designated by the District for the Union notices. Such bulletin board area will be identified by the immediate supervisor of the facility and labeled "Union Business."

5.1.3 The Union shall have the right to use the District mail service and employee mailboxes for the Union communications to employees. Any correspondence that is labeled as confidential shall be treated as such. All information of a general nature shall be immediately forwarded to the superintendent.

5.1.4 The Union shall have the right of up to twelve (12) days of release time for employees who are Union state officers to conduct necessary state or regional Union business. The Union shall reimburse the District for the release time for Union state officers at the daily substitute rate if a substitute is hired. The president or their designee shall be released upon request for a maximum of sixty (60) hours per month. Additional hours may be added by mutual agreement of the Association and the District. If these additional hours are requested and mutually agreed to on a permanent basis the Union will reimburse the District for one-half (1/2) of the CSEA President's salary and benefits on a pro rata basis. The treasurer shall be released upon request for a maximum of sixteen (16) hours per month for official union business. Additional hours may be added by mutual agreement.

5.1.5 The Union shall have the right of release time for Union chapter delegates to attend the Union Annual Conference. Two (2) delegates for the first one hundred fifty (150) and one (1) additional delegate for each additional one hundred (100) members or fraction thereof.

5.1.6 The Union shall have the right to conduct an annual orientation session on this Agreement for bargaining unit employees during regular working

hours not to exceed two (2) hours and the time of the meeting shall be mutually agreed upon by the Union and the District. These may be scheduled with the site administrator on a site-by site-basis. Additional time may be granted by the District for Union representatives to meet with employees during non-student time for further orientation or contract in-service.

5.1.7 Within thirty (30) days after the execution of this contract, the District shall email a link of the updated Agreement to all bargaining unit employees. The District will print or duplicate a copy of this contract to every employee in the bargaining unit if requested by the Chapter. The Union shall pay for the cost of the paper. The District shall pay all other costs. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with a digital copy of this Agreement by the District. Each employee in the bargaining unit shall be provided by the District with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

5.1.8 The Board authorizes the Union to use the District's facilities and buildings at times other than normal working hours and hours of student instruction as long as the Union submits the appropriate Civic Center Act form to the immediate supervisor of the facility or building. In emergencies the board may authorize the Union to use the District's facilities and buildings during normal working hours as long as the Union declares in writing that the use of such facilities and buildings constitutes an emergency and as long as the use of such buildings and facilities does not interfere with the instructional program.

5.1.9 The Union agrees to leave facilities, buildings and/or equipment used in a clean and orderly condition.

5.1.10 The Board shall not conduct negotiations with any other organization that claims to represent the employer-employee relations interest of employees in any of the classes (job titles) identified by the Board in the official Union recognition document.

5.1.11 The Union shall have the right to review employee personnel files when accompanied by the employee or presentation of a recent written authorization signed by the employee.

5.1.12 Compliance with AB119 and AB119 and California Government Code § 3555-3559: The District will provide CSEA with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire. The district shall also provide CSEA with a list of that information for all employees in the bargaining unit at least every 120 days. The information identified in this

section shall be provided regardless of whether newly hired public employee was previously employed by the public employer.

5.1.13 The district will provide the Chapter President, Labor Relations Representative, and /or designee of the Association with at least ten (10) work days' advance written notice of any new employee orientation, except in cases of an unforeseen circumstance that is beyond the District's control. The Association shall have the right to participate in the new employee orientation for all newly hired bargaining unit members. Participation shall be for no less than sixty (60) minutes of paid time, free from supervisory influence or presence. During this time, the Associations may present information about the rights and benefits of membership, the collective bargaining agreement, and other matters related to the bargaining unit.

ARTICLE 6

UNION STEWARDS/REPRESENTATIVES

6.1 The Union may designate union stewards for the purpose of processing grievances. The Union shall immediately notify the District in writing of those members of the Union designated as job stewards/site representatives and any subsequent changes.

6.2 Each union steward shall be released for a maximum of twelve (12) hours per month. This includes travel time. The twelve (12) hours per month may be transferred between union stewards. Time spent at a hearing, training, or conference shall not be charged against this maximum. Additional release time for union stewards may be mutually agreed upon by the District and CSEA representative.

6.3 The union steward shall request release in writing from their immediate supervisor and shall report in upon return to duty. That release shall not be unreasonably denied.

6.4 Upon entering another work location the union steward shall identify themselves if possible to the supervisor in charge of that location and state the purpose and expected duration of the visit.

6.5 The union steward may be denied permission by the District's representative to talk to the employee on their duty time if it will unduly interfere with the employee's work. Any disagreement over this access shall be immediately referred to the Classified Human Resources Director for determination. Provision of this remedy shall not bar use of the grievance procedure.

6.6 Each site shall have at least one site representative per site based on number of employees per site.

0-20 employees	1 site representative

21-40 employees	2 site representatives
40+ employees	3 site representatives

6.6.1 Each site representative shall have a maximum of two (2) hours release time twice a year for purposes of training.

ARTICLE 7

HOURS AND OVERTIME

7.1 Workweek: The workweek shall consist of five (5) consecutive days, Monday through Friday. This Article shall not restrict the District's right to extend the regular workweek or workday when it is deemed necessary to carry on the business of the District on an overtime basis.

7.1.1 Procedures for establishment of a four (4) day, ten (10) hour per day work schedule:

Ten (10) hour Workday: Employees who are assigned to work a four (4) day, ten (10) hour per day work schedule shall conform to the following:

1) The workweek shall consist of four (4) consecutive days. Insofar as practicable, rest periods shall be in the middle of each work period at the rate of fifteen (15) minutes after every two hours worked.

2) Overtime is ordered and authorized working time in excess of ten (10) hours per day or forty (40) hours in one (1) week and shall be compensated at a rate equal to one and one-half (1-½) times the employees' regular rate of pay. Two (2) days off shall be paid at the rate of 1-½ times the employee's regular rate of pay. Sundays shall always be at two (2) times the regular rate of pay with the other two days at 1-½ times regardless of the other two (2) days except for Holidays. Also see Section 7.9.1.

3) Holidays on Saturday or Sunday: When a holiday falls on Saturday or Sunday that day shall be deemed the holiday.

4) Holidays on Non-Work days: When a holiday falls on Monday or Tuesday, the preceding Sunday shall be deemed to be that holiday. When a holiday falls on Wednesday, the following Thursday shall be deemed to be that holiday.

5) For the purposes of accrual and use of holidays, vacation days and leave days, a day shall be defined as ten (10) hours.

6) For the purposes of establishment of a probationary period, one (1) ten (10) hour workday shall be the equivalent of one and one-quarter

(1.25) days, five days of eight (8) hours is equal to four (4) days of ten (10) hours.

7) Additional employees, positions or classifications may request a four (4) day, ten (10) hour per day schedule. Requests to be granted must have the approval of the following: Immediate Supervisor, the District's Human Resources administrator, and the Labor Management Committee.

8) Administrators may also request four (4) day, ten (10) hour schedules. These requests would require the approval of the following: employees affected, the District's Human Resources administrator, and the Labor Management Committee.

7.2 Workday: The length of the workday shall be designated by the District for each classified employee in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed regular and ascertainable minimum number of hours per day (with fixed, regular, starting and ending times), days per week and months per year. These hours shall not be flexed without the consent of the affected employee. Each position, including regular and limited term positions, shall be combined for purpose of calculating benefits. Specific adjustment in the assigned work year shall be allowed Food Service Drivers to accommodate the needs of the school and District. Arrangements will be designated for classifications and not to accommodate individual employees.

7.2.1 Mandatory Training: Employees shall be provided with appropriate time to complete mandatory online training during their regular scheduled work day. If an employee cannot complete mandatory training during their regular workday, they may complete the training outside of work. Time spent completing mandatory training shall be paid for no less than the suggested course duration. If requested, the District shall provide a work station to complete training.

7.3 Increase in Assigned Time: Any employee in the bargaining unit who works a minimum thirty (30) minutes or more per day in excess of their regular part time assignment for a period of twenty (20) consecutive working days or more shall have their regular assignment adjusted upward to reflect the longer hours, effective with the next pay period for purposes of calculating fringe benefits. This section is intended to address District needs that will extend beyond twenty (20) days but shorter than six (6) months. After six (6) months the increase in assigned times shall become permanent.

7.4 Increase in Assigned time or Work Year: When an existing permanent position is assigned a permanent increase in time of sixty (60) minutes or more per day the increased position shall be considered "vacant." When an existing permanent position is assigned a permanent increase in workdays of twenty (20) or more days per year the increased position shall be considered "vacant". Positions that are classified as "vacant" shall be filled as specified in Article 15 – Order of Preference of Filling Vacancies. The provisions of this section shall not apply to bus drivers as set forth in 19.1.8.

7.4.1 Paraeducators, Health Care Assistants, and Health Care Assistant LVN who are assigned to "medically fragile" students may have their regularly scheduled work hours adjusted in order to meet the needs of the student without declaring the position vacated.

Medically fragile students are those students who are required to have a Paraprofessional, a Health Care Assistant, and/or a Health Care Assistant LVN who is trained to meet their specific medical needs, e.g, students who have a tracheotomy.

7.5 Three and one-half (3 ½) hour positions in the following classifications which share a work day schedule shall be combined to make one (1) six (6) hour assignment when either position becomes vacant Paraeducator I, II or III and Study Hall Assistant.

7.6 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 not longer than one (1) hour nor less than one-half (1/2) hour at a reasonable time, around the middle of the workday and may be extended with the prior approval of the immediate supervisor. The lunch period shall be taken by employees who work five (5) hours or more per day. Those employees who work less than five (5) hours per day shall not be required to take a lunch period. The exception to this Section is the Food Service employees who take their lunch period anytime during their shift with the approval of their immediate supervisor. An employee required to work during their lunch period shall receive overtime pay at one and one half (1-½) time their rate of pay.

7.7 Rest Periods:

7.7.1 All bargaining unit employees shall be granted rest periods, which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked. Employees working three (3) hours or more consecutively per day shall be entitled to at least one (1) rest period and said rest period shall be in the middle of the work period. The rest period shall be scheduled at the mutual consent of the employee and the supervisor.

7.7.2 Specified periods may be designated only when the operations of the District require someone to be present at the employee's work site at all times. Such times shall be mutually agreed upon between employees and their supervisors.

7.7.3 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

7.7.4 The rest period is intended to be a recess to be preceded and followed by an extended work period. Thus, it may not be used to cover an employee's late arrival to work or early departure or extended lunch period unless an

employee obtains prior approval from immediate supervisor. It may not be regarded as accumulative if not taken.

7.8 Overtime: Overtime is ordered and authorized working time in excess of eight (8) hours per day or forty (40) hours in one (1) week. For any position or class of positions for which the established workday and workweek are less than eight (8) hours, but seven (7) hours or more and less than forty (40) hours but thirty-five (35) hours or more, all hours worked in excess of the established workday and workweek shall be compensated for at the overtime rate. No one shall order or authorize overtime unless it is compensable as provided below.

7.8.1 Any employee having an average workday of four (4) hours or more during the workweek shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek at a rate equal to one and one-half (1 ½) times the regular rate of pay of the employee designated and authorized to perform the work. Any 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 their workweek, be compensated for at a rate equal to one and one-half (1 ½) times the regular rate of pay of the employee designated and authorized to perform the work.

7.8.2 In determining the eligibility of an employee to receive the prescribed overtime rate, the number of hours "worked" by an employee shall include, in addition to actual hours worked, time during which the employee is excused from (and is paid for) holidays, sick leave, vacation, compensating time off or any other paid leave of absence.

7.8.3 All overtime shall be reported and credited in multiples of fifteen (15) minutes working time.

7.9 Compensation for Overtime:

7.9.1 Any employee who is suffered or permitted to work overtime, authorized by their supervisor, shall be paid at one and one-half (1-½) times the employee's regular rate, except that such work performed on non-holiday Sundays and non-Sunday holidays shall be paid at two (2) times the employee's regular rate of pay**,** and such work performed on Sunday holidays shall be paid at three (3) times the employee's regular rate of pay, for all overtime worked.

7.9.2 An employee in the bargaining unit shall have the option to elect to take compensatory time off in lieu of cash compensation, with the approval of the responsible administrator, for overtime work at a rate of one and one-half (1 ½) times the overtime hours worked. Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months following the date on which it was earned. If the compensatory time has not been taken within twelve

(12) months following the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay. Request for payment for compensatory time after twelve (12) months shall be generated by the employee on a payroll voucher. The District also has the option to pay out compensatory time after twelve (12) months.

7.9.3 Overtime of less than fifteen (15) minutes shall be credited at fifteen (15); all overtime shall be reported and credited in multiples of fifteen (15) minutes of working time and shall be rounded up to the nearest fifteen (15) minute increment.

7.10 Overtime-Equal Distribution: Overtime shall be offered, distributed and rotated as equally as it is practical among employees in the bargaining unit. A list shall be formulated on work site, department, classification and related classifications according to seniority for this purpose.

7.10.1 In the event that employees at a specific work site chose not to work overtime, that overtime may be offered to employees within the same classification at other worksites.

7.10.2 If no employees within the classification choose to accept the overtime, the additional hours may be offered to other unit members outside the classification.

7.10.3 The rules governing the assignment of overtime shall be used with each group for additional compensation. Hours worked which do not fall within the overtime provision shall be paid at the classification's assigned straight time rate as detailed below in 7.19.

7.11 Right of Refusal: Any employee shall have the right to reject any offer or request for overtime or call back unless the District designates it as an emergency.

7.12 Standby Time: Any bargaining unit employee required to be on standby shall be compensated with three (3) hours of pay at the regular rate of pay for each day of standby time. If the person on standby time is called to perform services, their pay shall be subject to that which is in the callback section 7.13.

7.13 Call-Back Pay: Employees called in to work from their homes on an emergency basis (not scheduled in advance shall be paid two (2) hours of pay at the regular rate as a bonus for being called in and shall be paid at time and one-half (1-½) rates for the time actually worked on the call-back basis.

7.14 Scheduled Overtime: Employees assigned work on a pre-scheduled basis at a time period outside of and not consecutive with their regular eight (8) hour assignment shall be guaranteed at least two (2) hours of pay at one and one-half (1-½). Any employee working over eight (8) hours in a twenty-four (24) hour period shall be guaranteed at least time and a half (1 ½) for all hours worked over eight (8) hours.

Advance notice includes notification during the previously worked shift, or notification at least sixteen (16) hours in advance of the overtime.

7.15 Unscheduled Overtime: When an employee is assigned unscheduled overtime at the end of their work shift above their regular employment their shall be entitled to one (1) hour at their regular rate for such assignment in addition to pay at one and one-half (1 ½) for the time actually performed on the overtime assignment.

7.16 Temporary Shift Change: An employee who has their shift changed to substitute for an absent employee shall receive pay at the rate of one and one-half (1-½) of their regular salary for the number of hours worked over eight (8) hours in a twenty-four hour period, if the employee does not receive at least sixteen (16) unassigned hours prior to the substitute shift.

7.17 Hours Worked: For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

7.17.1 Seniority for the purposes of this section shall be defined as per Sections 17.1.1 and 17.1.2.

7.18 Shift Differential – Definition and Compensation

7.18.1 Day Shift: Includes all full time positions, which are regularly scheduled to begin from 4:30 a.m. through 9:59 a.m.

7.18.2 Swing Shift: Includes all full time positions, which are regularly scheduled to begin from 10:00 a.m. through 3:49 p.m.

7.18.3 Graveyard Shift: Includes all full time positions, which are regularly scheduled to begin from 4:00 p.m. through 4:29 a.m.

7.18.4 Part Time Positions

Day Shift: Any time worked between 8:00 a.m. and 4:00 p.m.
Swing Shift: Any time worked between 4:00 p.m. and 12:00 a.m.
Graveyard Shift (when/if reinstated): Any time worked between 11:00 p.m. and 7:00 a.m.

7.18.5 Shift Differential – Compensation: In addition to the compensation called for by the wage and salary schedule, the following shift compensation shall be paid:

7.18.6 Day Shift: No additional compensation.

7.18.7 Swing Shift: Paid one-half (1/2) hour lunch for employees whose assignments are of five (5) hours or more. In addition, the employees shall

be paid an additional two and one-half percent (2-½%) above the established salary.

7.18.8 Graveyard Shift: Paid one-half (1/2) hour lunch for employees whose assignments are of five (5) hours or more. In addition, the employees shall be paid an additional two and one-half percent (2 ½%) above the established salary.

7.18.9 Split Shift Differential: All unit positions whose services include one (1) or more hours of unpaid time per day between work periods, shall be paid an additional one-half (1/2) hour per day. This additional one-half (1/2) hour does not count toward benefit eligibility.

7.19 Extra Hours

7.19.1 Extra Hours are defined as currently unscheduled work hours that may be provided to individuals who are not considered full-time, or otherwise would not constitute working vertime hours.

Equal Distribution: extra hours shall be offered, distributed, and rotated equally among employees based on site/department seniority in the bargaining unit.

7.19.2 The District will assign Extra Hours to individuals in the appropriate classification department at a work site first, then across the district, if they have communicated their interest in working Extra Hours on a seniority manner. This will be done on a rotational process, as is practical to meet the needs of the District. A list shall be formulated at the work site, department, classification related classification according to seniority for this purpose.

7.19.3 If no employees within the classification choose to accept the extra time, the additional hours may be offered to other unit members outside the classification.

7.19.4 Extra hours will be paid at the straight pay rate in fifteen (15) minute increments or overtime, where appropriate.

7.19.5 Should emergency situations occur, which preempts this process from occurring, communication will be provided to CSEA leadership about the circumstances.

ARTICLE 8

PAY AND ALLOWANCES

8.1 For the 2025-2026 school year, effective January 1, 2026, the 2024-2025 salary schedules in the Collective Bargaining Agreement shall be increased by 1.50%.

The parties agree to reopen salary in Article 8 and up to one other article aside from Article 10 for each of the 2026-2027 and 2027-2028 school years.

8.2 Step Placement

8.2.1 Each new employee shall be placed on the first step of the salary schedule in the range corresponding to the classification for which they are hired. After completing the probationary period their performance will be evaluated and they may be advanced to the third, fourth, fifth or sixth step in accordance with their prior experience. Non-paid experience may be counted as verified on a case-by-case basis. Request for step advancement must be received within six (6) months after the completion of the probationary period. The District may allow advancement using the following guidelines. The performance of the employee and the recommendation of the supervisor shall be considered in these cases. (Moved from 8.1.4)

Amount of Advancement	Non-School District Experience	School District Experience
Step Three	3 years	2 years
Step Four	7 years	6 years
Step Five	10 years	9 years
Step Six	15 years	14 years

8.2.2 Not withstanding the above Section, the Commission may authorize with Board approval, appointment of new employees at a step higher than the first step if exceptional recruitment difficulties are encountered. Employees hired on a step higher than Step 1 shall remain in that step for one (1) year before advancing to the next higher step. The date on which they are advanced to the next higher step shall be their anniversary date. This shall have no affect on the probationary period. The employee may request, through the Commission to skip a step if he has the appropriate experience in accordance with Section 8.2.1 of the contract.

8.2.3 Employees hired on Step 1 of a range and who have completed their probationary period shall advance to Step 2 in accordance with the following: For the purposes of establishment of a probationary period one (1) ten (10) hour workday shall be the equivalent of one and one-quarter (1.25) days {five (5) days of eight (8) hours is equal to four (4) days of ten (10) hours}. An appointment made between the first and sixteenth day of the pay period (month) shall be considered as effective on the first day of the month. Later appointments shall be considered as effective at the beginning of the next pay period (month).

8.2.4 Each new bargaining unit employee shall be advanced to the next higher salary step in accordance with Section 8.2.1 following successful completion of the probationary period and shall receive an additional step

increase each year on that date until the top step is obtained. This end of probationary period shall be known as the employee's anniversary date. For longevity purposes only, the anniversary date will become the first day of the month in which it falls. Promotions shall not change the employee's anniversary date.

8.2.5 Part time and hourly rate employees shall be governed by the same rules as apply to the regular monthly employees.

8.2.6 Only those months in which the employee has been compensated for at least fifty (50) percent of the working days in the first six months of employment will be accrued toward salary adjustments.

8.3 Paychecks: All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions.

8.4 Frequency: All employees in the bargaining unit shall be paid once per month on or before the last working day of the month. Exceptions: When payday conflicts with the county schedule, the district shall distribute checks according to the county directive.

8.5 Payroll Errors: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental check issued, not later than five (5) working days after the employee provides notice to the payroll department.

8.5.1 Overpayment: Any payroll error resulting in overpayment to an employee shall be brought to the employee's attention as soon as possible. Repayment plans must be negotiated with the employee. Repayment in the form of payroll deductions may be made with the employee's consent. The amount of repayment shall not exceed more than 10% of the employee's gross monthly payment, unless otherwise agreed to by the employee.

8.6 Special Payments: Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-computation of hours or other reasons other than procedural errors shall be made and a supplemental check issued not later than the next regular pay check.

8.7 Lost Checks: Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, the District shall report such loss to the County on the day the District is notified by the employee and shall be replaced as soon as the County processes said check.

8.8 Promotions: An employee who is promoted to a higher classification shall be placed on the lowest step of the new range, which will give them at least a five percent (5%) increase in salary. They shall receive this higher salary on the first day they assume their new duties. They shall receive their future increments on their original anniversary date.

8.9 A permanent employee shall be eligible for a higher step placement after completing their probationary period. Their performance will be evaluated and they may be advanced from two (2) to five (5) steps in accordance with their prior experience. Non-paid experience may be counted as verified on a case-by-case basis. Request for step advancement must be received within six (6) months after the completion of the probationary period. The District may allow advancement using the following guidelines. The performance of the employee and the recommendation of the supervisor shall be considered in these cases.

Amount of Advancement	**Non School District Experience**	**School District (Non AUSD*) Experience**
Step Three	3 years	2 years
Step Four	7 years	6 years
Step Five	10 years	9 years
Step Six	15 years	14 years

*Experience in AUSD (including substitute, TAU, provisional, limited term assignments, etc.) may only be considered if the experience was gained in a classification not related to previous classification.

Experience applied to 8.8 must be different from experience applied to 8.2.1. Service credit earned shall be applied if applicable to this section on a one-time basis.

8.10 Temporary Promotion (Substitution): A bargaining unit employee who substitutes for an employee in a higher classification shall be paid on the range of the employee whose duties they assumes at the lowest step, which would give them an increase in salary. When the employee returns to their regular job, they shall immediately revert to their regular rate of pay. In no event shall an employee promoted under this section be given less than a five percent (5%) increase. Personnel temporarily filling supervisory positions shall receive an additional amount per month no greater than the maximum that could be achieved by movement between two (2) ranges by non-supervisory personnel.

8.11 Mileage: Any employee in the bargaining unit required to use their vehicle on District business shall be reimbursed at the same rate as management for all miles driven on behalf of the District, or at the current year's IRS mileage rates, whichever is greater. Mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against the District funds within ten (10) working days of submission of the claim by the employee in the bargaining unit. Mileage claims that are less then ten (10) dollars may be submitted quarterly.

8.12 Meals: Any employee in the bargaining unit who, as a result of work assignment, must have meals away from the District shall be reimbursed for the full cost of the

meal with the approval of the Supervisor. Reimbursement shall be no later than ten (10) working days after submission of the expense claim. The per-diem amounts are codified in Board Policy.

8.13 Lodging: Any employee in the bargaining unit who, as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging. Where possible, the District shall provide advance funds to the employee for such lodging. If advance funds are not available or do not cover the full cost of the required lodging, the District shall reimburse the employee for out-of-pocket expense within ten (10) working days after the employee has submitted an expense claim.

8.14 Professional Growth and Longevity: The stipends for professional growth and longevity are included in the salary schedule. Refer to the current salary schedule for itemized listings for professional growth stipends for AA, BA, MA, PHD (Effective July 1, 2025), Stage 1, Stage 2, Stage 3 and longevity stipends for ten (10), fifteen (15), twenty (20) and twenty five (25), or thirty (30) years of service. The District may require proof of degree(s) in the form of transcripts from an accredited university or college. Upon review and confirmation, the appropriate document for the respective stipend will be incorporated to their pay.

Any percentage adjustment to the salary shall result in an equal percentage adjustment being applied to the aforementioned professional growth and longevity stipends.

8.14.1 Longevity Stipends: Effective 7/1/2016, Longevity payments shall apply to any amount paid to an employee as a result of a vacation payout. A full time employee who has worked for the District continuously* for ten (10), fifteen (15), twenty (20), twenty-five (25) or thirty (30) years shall be eligible for a yearly stipend. Longevity pay will begin on the first of the month in which the employee's tenth, fifteenth, twentieth or twenty fifth anniversary falls. An employee who has worked fewer than twelve (12) months per year (counting vacation) and/or fewer than forty (40) hours per week during their ten (10), fifteen (15), twenty (20), twenty-five (25) or thirty (30) years of service shall have this service increment prorated by the ratio that the total time worked during this period bears to the time that a full time employee should have worked.

*Exceptions with regard to working continuously for the District for a specified length of time can be found in Section 14.2, Restoration Rights.

8.14.2 Effective July 1, 2023: Longevity stipends will be paid as follows: Three percent and one-half percent (3.5%) at ten (10) years, four and one- half percent (4.5%) at fifteen (15) years, five and one- half percent (5.5%) at twenty (20) years, six and one- half percent (6.5%) at twenty five (25) years, seven and one-half percent (7.5%) at thirty (30) years, and eight and one-half percent (8.5%) at thirty-five (35) years. The Qualifications for longevity pay are set forth in Section 8.14.1.

8.15 Out of Class Assignments: Any bargaining unit employee who is required to perform duties in a higher classification, which are not in their job description, shall have their salary adjusted upward for the entire period they are required to work out of classification. When a bargaining unit employee is given such an assignment compensation for such duties shall be paid on the range of the employee whose duties they assume at the lowest step which would give them an increase in salary of at least 5%.

ARTICLE 9

EMPLOYEE EXPENSES AND MATERIALS

9.1 Uniforms: Nothing herein shall prevent the District from providing additional uniforms or clothing beyond the following guidelines:

9.1.1 Maintenance: The District agrees to contract for a monthly uniform service to provide eleven (11) uniform sets for all classified employees in maintenance, groundskeeper, custodial and warehouse classifications. In addition, will purchase a work jacket for the above listed classifications. Those classified employees receiving this allowance shall wear the appropriate uniform during work hours, the type of which will be determined by the District after consultation with the exclusive bargaining representative. Employees requiring special uniform material shall also receive eleven (11) uniform sets.

Employees in these classifications who object to wearing such uniforms due to religious or other personal reasons may request the Director of Maintenance, Operations and Transportation to exempt them from the provision of this Section. The request must be made in writing within thirty (30) days and shall state the reasons for which the exemption is requested. Those exempted from this uniform policy shall comply with guidelines established by the Director of Maintenance, Operations and Transportation with regard to wearing appropriate attire while at work.

9.1.1 Nutrition Services: Uniforms shall be furnished for Nutrition Services employees by the School District as needed. The District shall furnish up to three (3) sets per year on an as needed basis per the employee's request with the department director's approval. The District shall provide new hires with five (5) uniform sets upon hire. A set shall consist of a top and pants. Nutrition Services personnel shall wear the appropriate top and pants during work hours, the type of which will be determined by the District after consultation with the exclusive bargaining representative on any changes to be made.

9.1.2 Site Safety and Security: The District may furnish shirts and a jacket for site safety and security personnel and require that they be worn during duty

hours as it deems necessary for student and staff safety. Up to three (3) shirts shall be furnished per year on an as needed basis per the request of the employee with the approval of the site principal. The District shall provide new hires with five (5) shirts and one (1) jacket upon hire. A jacket shall be provided on an as needed basis but not more than one (1) every year. Site safety and security personnel shall wear the appropriate shirt during work hours, the type which will be determined by the District after consultation with the exclusive bargaining representative on any changes made.

9.2 Tools: The District shall provide the specialized hand tools and power tools. If an employee is required to use their own tools, reimbursement shall be made in accordance with Section 9.3.

9.3 Reimbursement for Damaged or Stolen Property: An employee may be reimbursed for items of personal property damaged or stolen in the line of duty without fault of the employee. The amount of the reimbursement shall be the actual value of the property or the cost to repair the property, whichever is less. The value of the property shall be determined at the time the property is damaged or stolen.

In order to be eligible for reimbursement, written approval for the use of the property must have been given before the property is brought to the work location by the appropriate school administrator or supervisor. That administrator or supervisor shall maintain a listing of the personal property, which the employee is using in their work.

9.4 Safety and Health Equipment: Should the employment duties of an employee in the bargaining unit require, as determined by the District, the use of any equipment or gear to ensure the safety or health of the employee or others, the District agrees to furnish such equipment or gear.

9.5 Use of District Tools and Equipment

9.5.1 Lending School Property: It shall be the general policy of the District that no school equipment be loaned to any employee.

9.5.2 Use of Industrial Technology and Maintenance Shops Outside of Official Working Hours by School District Employees (As Stated in BP 3920)

a. The use of maintenance or industrial technology shops and equipment by employees for personal use is strictly prohibited (as stated in BP 3920).

b. No person who is not an employee of the District shall use industrial technology shops except as a student during regular class sessions (as stated in BP 3920).

9.5.3 Use of Maintenance Shops: Under no circumstances shall any shop be used by school employees to do work for other than AUSD business.

9.6 Physical Examinations: The District agrees to provide the full costs of any tests, x-rays, or medical examinations required as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code Section 45122 or its successor.

ARTICLE 10

HEALTH AND WELFARE BENEFITS

10.1 Employee and Dependent Insurance Coverage

1. Effective January 1, 2026, the District will continue its current contribution for health benefits at the Kaiser Medical rates, and for dental coverage at the 2026 rates, shall become the new maximum contribution for 12 months, through December 31, 2026.

2. Effective January 1, 2027, the District will continue its current employer contribution for health benefits at the 2027 Kaiser Medical rates, and for dental coverage the 2027 rates, which shall become the new maximum contribution for 12 months, through December 31, 2027.

3. Effective January 1, 2028, the District will continue its current employer contribution for health benefits at the 2028 Kaiser Medical rates and for dental coverage at the 2028 rates, which shall become the new maximum contribution for 12 months, through December 31, 2028.

    A. Single: The District shall pay the full Kaiser HMO "Employee Only" Rate.
    B. Two-Party: The District shall pay the full Kaiser HMO "Employee +1 Rate.
    C. Family: The District shall pay the full Kaiser HMO "Employee + 2 or More" Rate

For CSEA unit members who elect other benefit plans, there will be a payroll deduction of the difference between the actual premium and the Kaiser rate based on Employee Only, Employee Plus One or Employee + 2 or more as stated above.

10.1.1 The District shall pay the full cost of premiums (not to exceed the three-tier maximums listed in 10.1 annually for medical, and dental coverage) for employee and dependents of those employees working thirty-five (35) hours or more per week.

The Parties agree to establish a District Health Plan Committee comprised of representatives from both represented bargaining units by separate MOU to pursue alternatives to reduce health benefits costs. The District Health

Plan Committee would convene by 60-days at the completion of labor negotiations.

The District shall pay eighty five percent (85%) of the cost of premiums for medical coverage (to a maximum of eighty-five percent (85%) of the three-tier maximums listed in 10.1 annually), for employees and dependents for those employees working at least thirty (30) hours but less than thirty-five (35) hours per week

The District shall pay sixty-five percent (65%) of the cost of premiums for medical coverage to a maximum of sixty-five percent (65%) of the three-tier maximums listed in 10.1 annually) for employees and dependents of those employees working at least twenty (20) hours but less than thirty (30 hours per week.

10.1.2 Vision Coverage

The cost of vison coverage shall be fully paid for by the District for full-time employees (working 35 or more hours per week). For employees and dependents for those employees working at least thirty (30) hours but less than thirty-five (35) hours per week the District shall pay eighty-five percent (85%) of the premium.

For employees and dependents of those employees working at least twenty (20) hours but less than thirty (30) hours per week the District shall pay sixty-five (65%) of the premiums.

10.1.3 Dental Coverage

The cost of dental coverage shall be fully paid for by the District for full-time employees (working 35 or more hours per week) through December 31, 2028.

For Employees of dependents for those employees working at least thirty (30) hours but less than thirty-five (35) hours per week, the District shall pay eighty-five percent (85%) of the premium.

For employees and dependents of those employees working at least twenty (20) hours but less than thirty (30) hours per week the District shall pay sixty-five percent (65%) of the premiums.

10.2 Cash In lieu: The District shall provide a minimum of three thousand one hundred twenty dollars ($3,120) annually for unit members who do not participate in the medical benefits. Unit Members must show proof of enrollment in a group plan each year in order to qualify. Participation in the dental and vision plans are mandatory for employees who work 35 hours or more a week. This money is in no way to be construed or negotiated as part of the regular pay rate, but is to be part of the Health and Welfare benefits. The three-thousand one hundred and twenty

dollars ($3,120) amount is part of the premium contribution stipulated in 10.1 and 10.1.1 above for employees working thirty-five (35) hours or more per week. Less than thirty-five (35) hours per week employees will receive pro rated amounts as referred to in 10.1 above. Employees who elect to take cash in lieu of medical benefits but who wish to participate in the medical benefits in the future stipulated in 10.1 must enroll during an open enrollment period.

10.3 IRC Section 125 Plan: Employees may participate in the District's section 125 plan for dependent care and medical reimbursement. Medical reimbursement contributions can be made up to $5,000. Dependent care contributions can be made up to the IRS limit.

10.4 Upon mutual agreement of the parties to this agreement, changes in the health benefit plans, dental benefit plans, vision benefits plans, and/04 any benefits listed below must be negotiated with changes to be ratified by both parties.

Health benefits
Dental benefits
Vision benefits
Life Insurance
Employee Assistance
Long Term Disability

10.5 Unit members already receiving full health and welfare benefits prior to January 1, 1992 shall continue to do so.

10.6 Transfer and/or promotion to a position of four (4) hours or more, involuntary reduction of hours, involuntary demotion of position, paid or unpaid leaves, or break in service due to lay off (if recalled within thirty nine (39) months will not change present employee's status with regard to benefits.

10.7 Retirement Benefits

10.7.1 Effective January 1, 1994, the District's annual contribution shall be the appropriate single or two–party amount as outlined in Sections 10.1 in this Agreement between the Parties. The employee must be at least 50 years of age and retired from a state retirement system. The employee must have been employed by the District for ten (10) or more consecutive years. Payment for these benefits will continue until the employee reaches age sixty five (65) or is eligible for Medicare, whichever comes first. Spousal coverage shall continue after the employee reaches age sixty-five (65) for a maximum of ten (10) years, or when the spouse reaches age sixty-five (65) or is eligible for Medicare, whichever comes first. This contribution includes the District's annualized minimum monthly allowable contribution required by CalPERS.

10.7.2 The level of benefit is based on the employee's level of benefit immediately preceding the retirement (i.e. those employees who received fifty percent (50%) benefits would be eligible for fifty percent (50%) retiree benefits). This contribution includes the District's annualized minimum monthly allowable contribution required by CalPERS.

10.7.3 Employees Retiring after January 1, 2007

1) Full Time Unit Members: The District shall pay the cost of medical, dental, and vision premiums annual contribution shall be the appropriate single or two–party amount as outlined in Sections 10.1 in this Agreement between the Parties beginning July 1, 2008.

2) To be eligible for retiree benefits, the employee must be at least 50 years of age and have been employed by the District for ten (10) or more consecutive years. Payment for these benefits will continue until the employee reaches age sixty five (65) or is eligible for Medicare, whichever comes first.

3) The District will continue to pay up to five thousand dollars ($5,000) for medical coverage of spouse upon the employee reaching the age of sixty five (65). However, the employee cannot then re-enroll as the spouse's dependent to receive District provided health coverage. If the spouse reaches the age of sixty five (65) or is eligible for Medicare prior to the employee becoming ineligible, the spouse will no longer be eligible for medical benefits.

4) This contribution includes the District's annualized minimum monthly allowable contribution required by CalPERS.

10.7.4 For Employees hired on or after July 1, 2008: To be eligible for retiree benefits, the employee must be at least 50 years of age and have been employed by the District for twenty (20) or more consecutive years. Payment for these benefits will continue 10.7.3.3. This contribution includes the District's annualized minimum monthly allowable contribution required by CalPERS.

10.7.5 For Employees Retiring After December 31, 2014

1) Spousal coverage will continue until the employee reaches age sixty five (65) or is eligible for Medicare at which time neither the employee nor the spouse will be eligible. After the employee is no longer eligible for retiree health benefits, the spouse will no longer be eligible for coverage. If the spouse reaches the age of sixty five (65) or is eligible for Medicare prior to the employee becoming ineligible, the spouse will no longer be eligible for medical benefits.

2) The medical, dental and vision plan design for this group will not fall below those provided to active employees in the bargaining unit. If the carrier refuses to provide coverage required by this section, the parties will immediately reopen negotiations on the impact. This contribution includes the District's annualized minimum monthly allowable contribution required by CalPERS.

ARTICLE 11

HOLIDAYS

11.1 Scheduled Holidays: The District agrees to provide all employees in the bargaining unit with the following paid holidays:

Juneteenth - June 19th
Independence Day – July 4
Labor Day – first Monday in September
Admission Day – Decided by District
Veterans' Day – November 11
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve – December 24
Christmas Day – December 25
New Year's Eve Day – December 31
New Year's Day - January 1
Martin L. King's Birthday – Third Monday in January
Lincoln's Birthday – Second Monday in February
Washington's Birthday – Third Monday in February
Spring Vacation Days – Friday before Easter and Monday after Easter
Memorial Day – Last Monday in May

If the school year begins after Labor Day, all employees in a paid status the first day of the school year shall receive pay for Labor Day. The District and the Union agree to meet annually prior to the commencement of the school year to mutually agree on the exact date of the holiday.

11.1.1 One additional paid holiday shall be added to be taken during the winter break. The actual day will be negotiated on a yearly basis.

11.2 Every day appointed by the President or the Governor of the state, as provided for in subdivisions (b) and (c) of Section 37220 or its successor, for a public fast, Thanksgiving or holiday, or any day declared a holiday under Section 1318 or 37222 or their successors for classified or certificated employees shall be granted as a holiday.

11.3 Holidays on Saturday or Sunday: When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a

holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

11.4 Teacher Training Days: Any day within the regular school calendar (180 day school year) that is altered (i.e. parent-.teacher conference, minimum day, collaboration day, teacher training, etc.) shall be a full work day for all CSEA employees.

11.5 Holiday Eligibility: Except as otherwise provided in this Article, an employee must be in a paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

Employees in the bargaining unit who are not normally assigned to duty during the school holidays of Thanksgiving Day, the Friday following Thanksgiving, December 24, December 25, December 31 and January 1 or Spring Vacation Days, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE 12

VACATION PLAN

12.1 Every regular classified employee, permanent and probationary, shall earn vacation at the prescribed rate as part of their compensation.

Regular employees who are on leave to serve in a limited term assignment or who serve in limited term assignments during periods when they are not regularly assigned shall earn vacation during such limited term assignments. Vacation shall also be earned during any paid leave of absence. Eligibility to take vacation will commence on the first day of the pay period following completion of six (6) months of paid service in regular assignments.

12.2 Vacation shall be earned at a rate of one (1) day per month of service for the first four (4) years and as shown below for five (5) or more years of service.

Years of Service	10 Months	10.25	10.5	10.75	11	11.5	12
5-9	15	15.25	15.5	15.75	16	16.5	17
10-14	18	18.25	18.5	18.75	19	19.5	20
15-19	21	21.25	21.5	21.75	22	22.5	23
20 or more	23	23.25	23.5	23.75	24	24.5	25

All employees serving less than forty (40) hours per week shall have their vacation prorated in proportion to the actual number of hours in paid status excluding overtime.

12.3 Unit members working 10 or more months but fewer than 11 months per year shall be entitled to take vacation time during Winter and Spring vacation periods in order to benefit the District and themselves. Such unit members who provide direct service to students shall take as much of their vacation as possible during the Winter and Spring vacation periods. An employee may be allowed to work during a school vacation period with the prior approval of the supervisor based upon the needs of the District. Vacation parameters to determine the amount of vacation to be taken during Winter and Spring breaks for each school year will be jointly developed as necessary. Remaining vacation may be taken during the remainder of the employee's work year or cashed out per Section 12.5.1.

Unit members employed to work on School Days only shall not be permitted to take more than five (5) days vacation on student attendance days in any school year. If multiple employees in the same department request the same dates at the same time, the employee with the most seniority shall be allowed to have the first choice for vacation days. If no priority applies, requests shall be process in order received. Such employees will be fully paid for the balance of their unused accrued vacation each year in June.

12.4 For employees working 11 or 12 months, vacation may be taken at any time during the school year. If multiple employees in the same department/site request the same dates at the same time, the employee with the most seniority shall be allowed to have first choice for vacation days for ten (10) of their days. If no priority applies, requests will be processed in order received.

12.5 All vacation requests must be made on the official form, put into the absence management system, and be considered in regard to work requirements of the District. They must be approved in advance by the employee's work supervisor and reviewed by the Classified Human Resources Director. The employee shall be notified of a decision concerning a request for leave within a reasonable time from submission, not to exceed ten (10) working days. If a request is not responded to within the timeline the vacation shall be considered approved. When employees in the same classification and in the same department request a vacation for the same time period, it shall be the responsibility of the supervisor to determine if the vacations can be approved. Notwithstanding the above, the employee in the department with the most seniority shall be allowed to have first choice for vacation dates for ten (10) of their days. Vacation will not be unreasonably denied.

Employees may accumulate vacation up to a total of fifteen (15) days not including the current year's allowance. If the employee is not permitted to take their full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the School Board. However, it is the responsibility of the Personnel Department to maintain control over the amount of vacation accumulated by employees in the District.

12.5.1 At the option of the School Board, employees may cash out a portion of their earned vacation, which shall be determined by the District. Employees requesting cash out shall submit a payroll voucher form. School Day Only employees shall continue to be paid for their unused vacation each June.

12.6 The rate at which vacation is paid shall be the employee current rate. An employee whose vacation is earned and begun under a given status shall suffer no loss of earned vacation salary by reason of subsequent changes in conditions of employment.

12.7 Upon separation from the service, an employee shall be paid for their accumulated vacation credit at the rate of pay applicable to their last regular assignment.

12.8 An employee absent on leave without pay or an employee laid off for lack of work or lack of funds shall not accumulate vacation credit during the period of their absence from active service.

12.9 When an employee has accumulated the maximum allowable vacation credit and when a critical emergency prevents them from being off duty, the nature and duration of the emergency shall be reported to the Commission. The Commission may authorize payment in lieu of vacation earned above the maximum or may permit the accumulation of excess vacation credit for the duration of the emergency.

12.10 Any classified employee who has one (1) or more years of service and who commences their prescribed vacation period and subsequently becomes ill or is bereaved before their vacation period has been completed, shall be placed on sick leave or bereavement under the following conditions:

12.10.1 If the illness or bereavement is for three (3) consecutive days or more.

12.10.2 If the illness or bereavement is such that had the employee been working their would have been absent on sick or bereavement leave.

12.10.3 If the request is filed with the Board within two (2) weeks of the illness or bereavement or within one (1) week of their return to duty unless extenuating circumstances exist which prevent such filing.

12.10.4 If the filed request fully outlines the reasons for the request and is fully substantiated to include medical reports in case of illness.

12.11 When all or part of an employee's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance. If possible they shall be granted an opportunity to consume this vacation credit in order not to exceed the limit on

accrued vacation. In other cases, Section 12.10 above may be applied in order to avoid loss of vacation credit.

12.12 When a holiday falls during the scheduled vacation of any bargaining unit employee, the holiday shall not be charged again the employee's vacation.

ARTICLE 13

LEAVES

13.1 Sick Leave:

13.1.1 Sick leave is the absence of an employee because of illness or injury or exposure to contagious disease.

13.1.2 A classified employee (probationary and permanent) shall earn paid sick leave at the rate of one day per month to a maximum of twelve (12) days per year. Employees working less than full time shall earn sick leave on the ratio their work year and/or workday bears to full time. Unused sick leave may be accumulated without limit.

13.1.3 At the beginning of each fiscal year (July 1) the sick leave credit of the employee shall be increased by the number of days of paid sick leave, which they would normally earn in the ensuing fiscal year. An employee's sick leave credit shall be adjusted if a change of assignment alters that amount of sick leave earnable.

13.1.4 Sick leave may be taken at any time during the work year. Employees shall continue to receive seniority credit while on paid or unpaid leave.

13.1.5 A new employee with probationary status shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled under this Section, until the first day of the calendar month after one hundred thirty (130) working days of active service with the District.

13.1.6 Pay for any day of sick leave shall be the same pay the employee would have received if they had worked that day.

13.1.7 The employee must follow District mandated procedures to report an absence prior to the beginning work time on the day of illness unless conditions make notification impossible. The employee shall be required to indicate and/or show proof why notification could not be made. If there is no such notification and the employee has exhausted all sick leave the District may determine that the employee is entitled to differential pay only.

13.1.8 At least one (1) day prior to their expected return to work, the employee shall notify their supervisor in order that any substitute employee may be terminated. If the employee fails to notify their supervisor and both employee and the substitute report, the substitute is entitled to the assignment and the employee shall be charged with a day of sick leave.

13.1.9 For any sick leave absences of more than five (5) consecutive working days, an employee shall present a doctor's statement and the date the employee is able to return to work, if requested.

13.1.10 The District may require verification whenever an employee's absence records shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

13.2 Additional Sick Leave: Entitlement to sick leave provision under this Section, if any, shall be considered "entitlement to other sick leave" and shall be used consecutively with all regular sick leave.

13.3 All bargaining unit members shall once a year be credited on hundred (100) working days of paid sick leave including days to which they are entitled to under Section (45191). These 100 days of extended sick leave are in addition to those required under Section 45951 and shall be compensated at not less than fifty percent (50%) of the employee's regular salary whether a substitute is assigned nor not. The paid sick leave authorized under such a rule shall be exclusive of, and in addition to other paid leave, holidays, vacation or compensating time to which the employee may be entitled. Extended sick leave shall begin and be used upon exhaustion of sick leave earned under Section 13.1. This leave may be supplemented by vacation leave to ensure an employee earns up to – but not more than - their normal daily rate. Extended sick leave used for non-industrial illness purposes may not be taken in amount less than 1-day.

13.4 After exhaustion of all paid leave, a permanent employee will receive written notification that their available paid leave has been exhausted and be offered the opportunity to request additional leave, paid or unpaid, subject to Board approval.

13.5 An employee who returns from leave shall be restored to a position within the class to which they were assigned if available and, if at all possible, to their previous assignment with all rights, benefits and burdens of a permanent employee. The District shall determine if the previous assignment shall be filled by a limited term employee or permanently fill the assignment vacated by the employee.

13.6 An employee who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided that they are able to resume the assigned duties and if the leave has been for more than twenty (20) working days, provided that they have notified the District in writing of their return preferably within ten (10) days and in no case less than five (5) days in advance. An employee shall continue to receive seniority credit when on such paid or unpaid sick leave.

13.7 If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under this Section, the employee is still unable to assume the duties of their position, they will be placed on a reemployment list for a period of thirty-nine (39) months. At any time during the prescribed thirty-nine (39) months, the employee is able to assume the duties of their position (s) they shall be reemployed in the first vacancy in the classification of their previous assignment. Their reemployment will take preference over all applications except for those laid off for lack of work or lack of funds under Ed Code Section 45298 in which case they shall be ranked according to their proper seniority. Upon resumption of their duties, the break in service will be disregarded and they shall be fully restored as a permanent employee.

13.8 Personal Necessity Leave:

13.8.1 In cases of personal necessity an employee may use, at their election, their sick leave for the following reasons. No more than ten (10) days of such accumulated sick leave may be used in any school year for the purposes enumerated below.

1) Death of a member of their immediate family when additional leave is required beyond that provided in this Article and that provided, in addition thereto, as a right by the Governing Board.

2) Accident involving their person or property, or the person or property of a member of their immediate family.

3) Appearance in any court or before an administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

4) An illness of a member of the employee's immediate family as defined under Bereavement Leave, sudden or serious in nature which under the circumstances the employee cannot reasonably be expected to disregard and which requires the attention during their assigned hours of service.

5) The birth of a child making it necessary for an employee who is the father of the child to be absent from their position during their assigned hours of service. The birth or adoption of a child making it necessary for them to be absent from their position during their assigned time.

6) Events of an unforeseen emergency nature, which under the circumstances the employee cannot reasonably be, expected to disregard and which requires the attention of the employee during their assigned hours of service.

7) Religious observances or holy days.

8) Personal matters, which would prove embarrassing, need only be communicated orally to the supervisor or Personnel Director and need not be written on the form requesting personal necessity. Personal business matters shall, at the request of the employee, be considered confidential at all administrative levels. Details beyond those necessary to establish the legitimacy of the reason for personal necessity need not be divulged.

13.8.2 Personal Necessity Leave is not limited to reasons enumerated above. Personal Necessity Leave may be granted by the Supervisor without requiring explanation from the employee. Requests made to the immediate supervisor must be made three (3) work days in advance except as in cases of emergency when one day advance request is required. Personal Necessity Leave Days shall not be taken before or after holidays or on days preceding or proceeding student breaks on the District calendar, for the following reasons:

1) Political activities, demonstrations, and/or causes.

2) Vacation/recreation or extension of a holiday.

3) Routine organization and personal activities.

4) Employee organization activities.

5) Rest and relaxation.

13.8.3 No such accumulated leave in excess of ten (10) day may be used in any school year for the purposes of personal necessity.

13.8.4 Employees may request that the Classified Human Resources Director review any denied request for Personal Necessity Leave.

13.9 Maternity Leave: An employee of the District who becomes pregnant shall be entitled to take a leave for maternity reasons.

13.9.1 Paid Leave: An employee who is pregnant may utilize sick leave during the period of time they are disabled. Disability shall begin at the written request of the employee accompanied by a statement from a duly licensed physician indicating the period of time the employee shall not be physically able to perform their duties.

13.9.2 Unpaid Leave: Unpaid leave may be granted to pregnant employees to extend maternity leave beyond the period of disability in accordance with 13.15.

13.9.3 Maternity leave shall not exceed twelve (12) calendar months.

13.10 Parental Leave: Notwithstanding any other law, a classified employee may use their sick leave for purposes of parental leave for a period of up to 12 weeks pursuant to California Education code 45196.1. When an employee has exhausted all available sick leave including all accumulated paid time off, and continues to be absent from their duties on account of the Government Code, the employee shall be compensated at no less than 50 percent of the employees regular salary for the remaining portion of the 12-work week period of parental leave.

13.10.1 The 12-work week period of Parental Leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.

13.10.2 An employee shall not be provided more than one (1) twelve (12) work week period for parental leave during any 12-month period.

13.11 Industrial Accident Leave:

13.11.1 Employees having accidents or illnesses arising out of and in the course of employment are covered by Workers' Compensation insurance as outlined below.

13.11.2 An employee shall have served continuously as an employee of the District for six (6) months prior to the industrial accident.

13.11.2 Paid industrial accident leave shall not be for more than sixty (60) working days in any one (1) fiscal year (July 1 – June 30) for the same accident. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

13.11.3 Industrial accident or illness leave commences on the first day of absence and shall be reduced by one (1) day for each day or authorized absence up to the maximum allowable amount.

13.11.4 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave shall then be used; but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which when added to the workers' compensation award shall provide for a full day's wage or salary.

13.11.5 Additional Sick Leave After Use of Sixty (60) Days Allowed for Industrial Accident of Illness Leave:

13.11.6.1 Whether or not the absence arises out of the course of employment of the employee, shall be compensated n o less than fifty percent (50%) for a period of 100 days whether a substitute is assigned or not. Entitlement sick leave provision under this section, if any shall be considered "entitlement to other sick leave" and shall be used after the use of all regular sick leave, accumulated compensating time, (as in Section 13.15.). Extended sick leave may be used in amounts less that 1-day in the event it is used to ensure an employee is made whole when disability payments are not covering full regular wages of an employee.

13.11.6 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee. An employee shall continue to receive seniority credit for all purposes while on such paid or unpaid leave of absence.

13.11.7 During all paid leaves of absence, whether industrial accident leave as provided in this Section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Governing Board, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this Section.

13.11.8 When all available leaves of absences, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty nine (39) months. When released by a doctor and the employee is available during the thirty (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

13.11.9 Any employee receiving benefits as a result of this Section, shall during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

13.11.10 An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

13.11.11 Appropriate assignment is defined as an assignment to the employee's former class, in their former status and time basis. Employees removed from a reemployment list under this Section may appeal the removal to the Personnel Commission.

13.11.12 While an employee is on any paid leave resulting from an industrial accident or illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Workers' Compensation Insurance law, exceed the employee's regular salary. A permanent employee's salary is computed on the basis of the number of hours and days in their basic daily assignment.

13.11.13 Final allowance for permanent industrial disability settlement shall not be subject to remittance to the District under this Section.

13.12 Study Leave of Absence:

13.12.1 Every regular classified employee who has completed seven (7) consecutive years of service in regular status with the District shall be eligible to apply for a leave of absence for study purposes. Such leave shall be subject to approval by the Governing Board. After a study leave has been authorized and taken, an additional seven (7) years of service after return to duty from the last leave must be completed before another study leave may be granted.

13.12.2 Study leave can be for any period of time not to exceed one (1) year and may be taken in any time increments as approved by the Governing Board, but must be completed within three (3) years after the initial part of the leave was commenced. If the leave is not continuous, the service performed between the leave intervals shall be credited toward future study leave eligibility.

13.12.3 Any leave granted and taken under this Section shall not constitute a break in service for any purpose, but the leave time shall not count toward eligibility for a future study leave.

13.12.4 The employee must file an application with the Governing Board for a leave of absence under this Section and must outline:

a) Their work history with the District (e.g., positions held and length of service in each).
b) Length of leave requested and time period in which the leave will be completed if granted.

c) The purpose for which the leave is requested. The application must include the completed course of study to be pursued, institution giving the course, cost involved, degree or credits to be granted, and other pertinent data.
d) Amount of compensation requested while on leave.
e) Service, if any, to be performed by the employee for the District during the leave.
f) The benefits to be derived by the District by the granting of the leave.
g) Willingness by the employee to provide a bond to the District as required by law.
h) Agreement by the employee that they will serve the District for at least two (2) years after termination of the leave.
i) Willingness to provide the District evidence of satisfactory study progress at agreed intervals during leave. Failure to provide such evidence or to make satisfactory progress may, at the option of the District, result in immediate cancellation of the leave.
j) Agreement by the employee that they will report any employment during the leave to the Personnel Director, who shall determine whether conflict exists with the purpose of the leave.

13.12.5 If a leave is granted under this rule, the employee will be paid, as a minimum, the difference between what their salary or wage would have been had they had not been on leave and the salary paid the substitute employee. In lieu of the minimum, the Board and employee may agree, in writing, to greater compensation. If the Board approves compensation greater than the minimum, it shall be not less than one-half (1/2) of the employee's normal rate of compensation and not more than full compensation.

13.12.6 Compensation shall be paid as follows:

a) If the employee does not provide a bond as determined by the District or provide a written statement indicating that they will serve at least two (2) years with the District upon return from leave, the agreed to compensation shall be paid in two (2) equal annual installments during the first two (2) years of service to the District following return to duty after termination of the leave.

b) If the employee provides the required bond or submits a written document, approved by the Board in accordance with Education Code Section 45384, the employee shall be paid the agreed upon compensation in the same manner as if they were in active service with the District. If the employee fails to complete two (2) years of service for the District following return from leave, except as provided below, they may be required to refund to the District a pro rata portion of any compensation received while on leave.

c) If the employee has provided a bond or written agreement and fails to complete the required two (2) years of service because of their death or physical or mental disability, the bond or conditions of the agreement shall be exonerated in the same manner as if the required service has been performed.

Permanent classified employees may request unpaid study leave in order to take individual classes, which relate to their job/family. This leave requires advance approval of the immediate supervisor and verification of enrollment and shall not exceed four (4) hours per week or forty (40) hours per year.

13.13 Retraining Leave of Absence

In the event that the Governing Board contemplates the abolition of positions in the classified service and creation of new positions because of automation, technological improvements, or for any other reason it may provide for retraining of displaced employees in accordance with this Section.

13.13.1 To be eligible for retraining leave, an employee must:

a) Have served at least three (3) years in the District.

b) Be serving in a position which the District contemplates abolishing or show that the retraining will clearly benefit the District.

c) Indicate a willingness to serve the District for at least two (2) years after successful completion of the retraining program.

13.13.2 The Governing Board shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be given.

13.13.3 The employee shall be considered a permanent employee for all purposes during the period of the retraining program and shall receive their normal compensation and benefits. The Board may prescribe duties, if any, to be performed by the employee on behalf of the District during retraining leave.

13.13.4 The Board shall provide for reasonable expenses necessary for the prescribed retraining, but may recover costs from the employee if they fail to complete the prescribed retraining program.

13.13.5 The Board may establish retraining programs for purposes other than outlined in this Section and grant leaves of absence for retraining in the same manner as for study leaves of absence, except that the three (3) year service requirement shall prevail. Such programs must be endorsed by the Commission and must be available to all qualified employees of the

District, except that approval for such leave shall be discretionary with the Governing Board.

13.14 Absence from Duty for Medical Appointments

If an employee wishes to be absent for any reason other than illness, the person must request permission from the person's supervisor.

13.14.1 A classified employee who requires an absence during a workday for a medical appointments shall require permission from the person's immediate supervisor. The employee may have multiple medical appointments, not to exceed eight (8) hours per month. This amount shall be prorated in proportion to the actual number of hours in paid status excluding overtime. The employee shall obtain advance approval from the immediate supervisor at least one (1) day in advance of the medical appointment. In case of emergency situations, the employee shall notify the immediate supervisor as soon as possible after the medical appointment is made. The employee's immediate supervisor shall request a verification of the appointment. Such verification need not include the reason for the medical appointment but shall include the date of the appointment. The District requires proof of verification. No pay shall be deducted if the absences does not exceed the allotted monthly hours for medical appointments. Permission for appointment under this article is at the discretion of the supervisor. Leave under this section is intended to allow travel time to and from the appointment. This paid leave is intended to provide time off during the employee's regular workday for a medical appointment.

13.14.2 Leave under this Section shall not be used in conjunction with extension of a holiday, vacation period o**r** weekend.

13.14.3 Part time employees shall, whenever possible, attempt to schedule doctor and dental appointments outside normal working hours.

13.14.4 Time off for personal reasons may be allowed at the discretion of the Classified Human Resources Director or designee and such time off shall be without pay unless other paid leave is approved.

13.15 Absence for Examination

Every employee in the classified service shall be permitted to be absent from the person's duties during working hours in order to take any examination for promotion in the District without deduction of pay or other penalty, provided that the person gives two (2) days notice to the person's immediate supervisor.

13.16 Other Leave of Absence Without Pay

13.16.1 Leave of absence without pay may be granted to a permanent classified employee upon the written request of the employee and the approval of the Board of Education.

13.16.2 Leave of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code, and leave of absence for service in the Peace Corp or the Red Cross or Merchant Marine during the time of national emergency may be granted for a period not to exceed twenty four (24) months.

13.16.3 The granting of a leave of absence without pay gives to the employee the right to return to their position at the expiration of their leave of absence provided they are physically and legally capable of performing the duties. The position may be filled only for the duration of the leave and the employee so assigned must be reassigned upon completion of the leave. This leave shall not be deemed a break in service.

13.16.4The Governing Board may, for good cause, cancel any leave of absence by giving the absent employee due notification. The employee may appeal the cancellation to the Personnel Commission, which shall investigate and hear the appeal. The appeal by the employee shall stay the cancellation directive of the Governing Board until action is taken on the appeal by the Personnel Commission. If the Personnel Commission rules in favor of the cancellation of the leave, the employee shall be required to report to work within five (5) working days of notification of such ruling.

13.16.5 An employee may make a written request to the Governing Board to return to work prior to the expiration date of the leave. The Governing Board may approve or reject the request.

13.16.6 Failure to report for duty within five (5) working days after a leave has been canceled or expires shall be considered abandonment of the position and the employee may be terminated by the Board of Education. The termination may be appealed to the Personnel Commission in the same manner as any other dismissal for cause. This provision is not applicable to military leave.

13.16.7 If an employee cannot be placed in a vacant position in their class upon return from leave of absence, they shall have bumping and reemployment rights in accordance with their seniority, in the same manner as if they had been laid off for lack of work or lack of funds on the date their leave expires.

13.17 Leave to Serve in an Exempt, Temporary or Limited Term Position

13.17.1 Any permanent classified employee, who accepts an assignment within the District to an exempt, temporary or limited term position shall during such

assignment, be considered for status purposes as serving in their regular position and such assignment shall not be considered separation from service.

13.17.2 The employee may, with the approval of the appointing authority, voluntarily return to their position or a position in the class of their permanent status prior to the completion of service in an exempt, temporary or limited term position. Failure to complete the required service, unless approved as specified herein, will constitute abandonment of position and may be grounds for disciplinary action by the appointing authority.

13.17.3 Leaves will not be utilized for union related activities and/or concerted activities except as union activities are expressly provided for in the leave Article.

13.18 Family Medical Leave Act:

13.18.1 Employees who have been employed for at least twelve (12) months and have worked at least twelve hundred fifty (1250) hours for the District during the previous twelve (12) month period may take up to twelve (12) work weeks of unpaid leave during a twelve (12) month period of eligibility under this section. Unpaid leave may be taken to care for a child under the age of one (1) year due to birth, adoption or foster care placement; or to care for a seriously ill spouse, registered domestic partner, grandparent, grandchild, sibling, child or parent of the employee or a designated person, which, for the purposes of this article, means a person identified by the employee at the time the employee requests paid sick days. An employee is limited to one designated person 12-onth period for this purpose. "Child" includes biological, foster, adopted, stepchild, legal ward or child of person standing in loco parentis. "Parent" includes biological, foster, adoptive, stepparent or legal guardian of the employee or the employee's spouse or registered domestic partner, or person who stod in loco parentis when the employee was a minor child. During the period of leave under this Section, the District will provide heath care coverage at the same level as the employee received immediately prior to beginning the leave.

13.18.2 A twelve (12) month period of time of eligibility is defined as twelve (12) months from the date the employee last utilized leave under this Section. At the completion of this twelve (12) month period, a new twelve (12) month period of eligibility begins.

13.18.3 When both parents of a child are employed by the District, the law regarding entitlement to leave under these circumstances will prevail.

13.19 Substance Abuse Rehabilitation Leave:

13.19.1 If a substance abuse professional determines that a rehabilitation program is needed under the provision of AR 4551, employees may utilize paid sick leave or compensatory time for a maximum of ten (10) days of a required thirty (30) day treatment program. This leave is available only one time per employee for a first confirmed positive test.

13.20 Reproductive Loss Lave:

13.20.1 An Eligible unit member may take up to five (5) days of reproductive loss leave, as stated in 18.21.6. below, following a reproductive lass event that would have made the unit member a parent if successful. A unit member must have been employed for at least thirty (30) days prior to the commencement of the leave to be eligible. The thirty (30) days need not be consecutive.

13.20.2 A "reproductive loss event" is defined as the day, or for multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth or unsuccessful assisted reproduction (i.e. an unsuccessful artificial insemination or embryo transfer).

13.20.3 A "failed adoption" includes the dissolution or break of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party.

13.20.4 A "Failed surrogacy" includes both the dissolution or breach of surrogacy agreement, or a failed embryo transfer to the surrogate.

13.20.5 A "miscarriage" includes a miscarriage suffered by the employee or the employee's spouse or registered domestic partner, or a miscarriage suffered by another individual if a unit member would have a parent of a child born as a result of the pregnancy (e.g. a miscarriage suffered by a unity member's surrogate).

13.20.6 Documentation confronting a unit member's reproductive loss event, will be kept confidential.

13.20.7 Days for reproductive loss leave may be taken nonconsecutively.

13.20.8 Such leave must be completed within three months of the reproductive loss event, or the final day of a reproductive loss event for a multiple-day event.

13.20.9 If a unit member experiences more than one reproductive loss event within a 12-month period, the unit member may take up to 20 days within a 12-month period.

13.20.10 A unit member may use bereavement leave, accrued and available sick leave, personal leave, vacation or compensatory time off for reproductive

loss leave. If no such paid leaves are available, reproductive loss leave shall be unpaid.

13.20.11 The parties intend for this Section to be interpreted consistent with Government Code section 12945.6.

13.21 Catastrophic Leave Bank

13.20.1 An employee who is, or whose family is, as defined in Article 13 of the collective bargaining agreement, suffering from a catastrophic illness or injury may request donations of accrued sick leave credits from under the catastrophic leave program.

13.20.2 "Catastrophic Illness or "injury" means an illness or injury that is expected to incapacitate a member or a member of the employee's immediate family. Such incapacity requires that employee's total time off work for an extended period of time to care for that immediate family member and taking extended time off creates a financial hardship for the employee because their has exhausted all of their sick leave and other paid time off.

13.20.3 Upon requesting donations under this program, the employee shall provide verification of the catastrophic illness or injury.

13.20.4 Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, including the incapacitating nature and probable duration of the illness or injury.

13.20.5 A Sick Leave Bank Committee will be established to review and either approve or deny all requests. The Committee will consist of four (4) members: Two (2) from the District and two (2) from the Association. The Committee shall determine:

a) That the employee is unable to work due to the employee's or their family member's catastrophic illness or injury; and

b) That the employee has exhausted all accrued paid leave credits. When the above verification and determinations are made the superintendent or designees and the association representatives may approve the transfer of accrued sick leave credit.

13.20.6 The superintendent or designees and association representative shall inform unit members of the need for donations to be made in response to the employee's request. All unused days contributed to the Bank will be carried over from year to year.

13.20.7 Any unit member, upon written notice to the District, may donate accrued sick leave hours to the Bank at a minimum of one (1) full day up to two (2)

days per year. The donations shall be made on a pro rata basis for part time employees. All transfer of donated leave credit shall be irrevocable.

13.20.8 To be eligible to withdraw from the Bank a unit member must have contributed to the Bank annually.

13.20.9 Members who have previously contributed to the Bank, but due to falling below the criteria in 13.18.10 cannot contribute, shall still be able to access the Bank.

13.20.10 To ensure that employees retain sufficient accrued sick leave to meet the needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than a total number of accrued sick leave hours equivalent to one year's allotment, as allotted on the payroll receipt.

13.20.11 An employee who receives paid leave pursuant to the program shall use any leave credits that they continue to accrue on a monthly basis before receiving paid leave pursuant to this program.

13.20.12 All donations are to be confidential.

13.20.13 To contribute to the Bank, an employee must notify Human Resources in writing. Donations shall continue annually unless the employee notifies the employer as prescribed in 13.18.14.

13.19.14 To withdraw from the Bank**,** employees must notify Human Resources writing during the open enrollment period for all District benefits.

13.22 Bereavement Leave:

13.22.1 Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for three (3) days, or (5) days if travel of more than 200 miles from the unit member's residence is required.

13.22.2 Immediate family is defined as "mother, father, husband, wife, son, daughter, foster child, brother, sister, father-in-law, mother-in-law, aunt, uncle, grandmother, grandfather, grandchild , son-in-law, daughter-in law, spouse/domestic partner, or any relative living in the immediate household of the employee."

13.22.3 These days must be taken within the three (3) calendar months after the death of a qualifying family member, if requested the unit member shall provide documentation within thirty (30) days following the first day of bereavement leave.

13.22.4 In exceptional circumstances the superintendent may grant bereavement leave for other than those listed above.

13.23 Jury Duty:

13.23.1 Leave of absence for jury service shall be granted to any classified employees who have been officially summoned to jury duty in local, State or Federal court, leave shall be granted for the period of the jury service. The employee shall receive full pay while on leave provided that the jury service fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for jury service leave should be made by presenting the official court summons to jury service to the Classified Human Resources Director. Employees required to render jury service whose regular assignment is to other than the day shift will be reassigned to the day shift. Subject to the possibility of making reasonable travel arrangements, the employee shall be required to report for work during the balance of their assigned working day or week when their presence is not required for jury duty.

(a) If a unit member is required to call in for jury duty on the day of required duty, and their work site is more than 45 minute drive from the courthouse to which they must report, the employee shall, upon verification, be excused from work that day. The employee shall be considered on jury duty leave that day. Any employee working in a position which makes calling in a timely manner difficult may work with their supervisor to ensure their work day does not interfere with their jury duty obligations.

13.23.2 Leave of absence to serve as a witness in a court case shall be granted an employee when they have been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the School District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the Classified Human Resources Director.

13.23.3 The jury service fee and witness fee referred to in the above two (2) sections respectively, do not include reimbursement for transportation expenses.

13.23.4 The bargaining unit member must present to the Classified Human Resources Director the verification of service for jury duty within three (3) working days or the absence will be processed without pay.

13.24 Military Leave:

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Such absence shall not affect classification, seniority or longevity. An employee returning from military service who presents their discharge as evidence of such service shall be returned to their former class if such class exists and shall have the privilege of accepting assignment to other vacant positions in comparable or lower classes for which they are qualified. Military orders shall be submitted to the Personnel Office verifying the dates of the leave prior to the period of absence, except in cases of emergency. In case of emergency orders shall be submitted as soon as possible.

13.25 Family School Partnership Act:

Any bargaining unit member who is parent, guardian or grandparent having custody of one (1) or more children in grades K-12 may utilize leave under this Section up to eight (8) hours in a calendar month, not to exceed forty (40) hours in a fiscal year. Reasonable notice to the employee's supervisor is required and proof of school participation may be requested by the District. Personal necessity, vacation, compensatory time or leave without pay may be used for leave under this Section.

13.26 Transfer of Sick Leave:

Any classified employee of any School District or county superintendent of schools who has been employed for a period of one (1) calendar year or more whose employment is terminated for reasons other than action initiated by the employer for cause and who subsequently accepts employment with this School District within one (1) year of such termination of their former employment, shall have transferred with them to this District the total amount of earned leave of absence for illness or injury to which their entitled under Education Code Section 45191. In any case where an employee was terminated as a result of action initiated by the employer for cause, such a transfer may be made if agreed to by the Governing Board of the District.

13.27 Medical Benefits While on Paid Leave:

Any employee receiving benefits shall continue to receive benefits while on paid leave.

13.28 Medical Benefits While on Unpaid Leave:

If unpaid leave is approved, medical benefits will continue for the remainder of that month plus one additional month.

ARTICLE 14

HIRING

14.1 The District agrees to conform to Education Code Section 45286 in its use of limited term employees and provisions of 45287, 45288 and 45289 in it use of provisional appointments. Implementation of these Education Code Sections will be in the Personnel Commission Rules.

14.2 Restoration Rights:

14.2.1 Restoration rights are not intended to extend the Education Code provision regarding rehire after a layoff for lack of work or lack of funds. Reinstatement or reemployment under this provision is at the sole discretion of the Governing Board.

14.2.2 A permanent classified employee who voluntarily resigns or has been laid off due to lack of work or lack of funds from their permanent classified position, if reinstated or reemployed by the Governing Board as a permanent employee prior to thirty-nine (39) months after their last day of paid service, will receive the benefits set forth in this Section.

14.2.3 A former permanent employee who resigned in good standing or has been laid off due to lack of work or lack of funds shall have their accumulated sick leave balance and their seniority and longevity credit at the time of resignation, restored to them upon the completion of five (5) consecutive years of service after their return to duty.

14.2.4 For the purpose of calculating vacation eligibility the restored employee shall receive credit for their years of service completed prior to their resignation or lay off due to lack of work or lack of funds. Eligibility for this credit shall be allowed after five (5) consecutive years of service after their return to duty.

ARTICLE 15

TRANSFERS AND PROMOTIONS

15.1 Definition for Purposes of this Article:

15.1.1 Voluntary Transfer is defined as a change in work location, but not in job class or salary, which is initiated at the employee's request.

15.1.2 Involuntary Transfer is defined as a change in work location, but not in hours, start time, job class or salary, which is initiated by the District.

15.1.3 Vacancy is when a new unit position is created or an existing position is to be filled.

15.1.4 Promotion is a change in the assignment of an employee from a position in one class to a position in another class with a higher maximum salary rate.

15.2 Notice of Vacancy:

15.2.1 A notice of job vacancy shall be posted for ten (10) working days at all sites.

15.2.2 Employees who are not full year employees or employees absent from duty for vacation leave, etc. who wish to apply for job vacancies during the period of their absence may do so by submitting their name and the address where they can be reached to the Classified Human Resources Office. The employee shall be emailed and mailed a copy of the notice by first class mail on the date the position is posted. If the absence dates change it shall be the responsibility of the employee to notify the Classified Human Resources Office Any employee on leave shall have the right to have their job steward file for the transfer on their behalf.

15.3 Order of Preference of Filling Vacancies:

The objective of this section is to ensure the most senior qualified current employees have an avenue for promotion and growth within the District. The filling of vacancies in classified bargaining unit positions shall be done in the following order:

15.3.1 Lateral Transfer: Interviews shall first be offered to permanent employees serving in the same classification. Selections shall be based on education, evaluation, work related qualifications and seniority. All these factors being equal, the applicant with the most seniority shall be offered the position.

15.3.2 Reemployment List: Persons previously laid off due to lack of work, lack of funds, or exhaustion of medical leave privileges and current permanent employees who previously chose voluntary demotion or reduction in hours in lieu of lay off shall be assigned to vacant positions in their prior classification in order of seniority.

15.3.3 Recall List: Persons previously laid off due to lack of work, lack of funds, or exhaustion or medical leave privileges who have tested for and been placed on an eligibility list for the vacant position shall be offered the position next, provided such vacant position is at the same or lower classification as the position held prior to lay off.

15.3.4 Other Transfer/Voluntary Demotion: Permanent employees in a related classification on the same or higher salary range and permanent employees who have previously obtained permanency in the same classification, but have taken a voluntary demotion from that classification within the last thirty nine (39) months shall be offered interviews for the position next.

15.3.5 Promotional Eligibility List: Permanent employees who have tested for and been placed in the top three (3) ranks of promotional eligibility list shall be offered interviews for the position next. Employees on the list shall remain there for a time of one year or until the test changes, at which times they need to retest.

15.3.6 Reinstatement from Voluntary Resignation: Former permanent employees who have voluntarily resigned and have subsequently requested and been placed on a reinstatement list for the vacant position shall be offered interviews for the position next.

15.3.7 Open Competitive List: When the vacancy cannot be filled through the procedures listed above, the top three (3) ranks of available eligibles on an open or merged promotional/open competitive list shall be offered interviews.

15.4 A permanent employee who transfers to a position in a class in which they have not previously completed a probationary period shall be considered probationary in that class: The purposes of establishment of a probationary period, one (1) ten (10) hour workday shall be the equivalent of one and one-quarter (1.25 days) [five (5) days of eight (8) hours is equal to four (4) days of ten (10) hours.] At any time during the probationary period they may be returned to their former class without right of appeal, unless such action results in layoff, demotion or reduction in assigned time. In the latter case, the employee will have the same appeal rights as a permanent employee who is demoted or dismissed.

An employee who has vacated their position to accept a position in a new classification, and who is rejected during the probationary period, shall be reinstated to a vacant position in their former classification with the hours and work year as previously held. If no such vacancy exists, the employee shall be assigned to a position within the former classification with the hours and work year as previously held, displacing the least senior person in that classification.
If such reassignment displaces another employee the displaced employee shall have the same rights as above. However, if no prior position was held by the displaced employee, they will be afforded voluntary demotion to a vacant position based on qualifications and shall be afforded the same return rights as in layoff. Other employees displaced by such reinstatement shall have the same rights.

15.5 All promotions shall be based on education, experience, evaluation, work related qualifications and seniority. All these things being equal, the applicant with the most seniority shall be offered the position.

15.5.1 If the promotional list is insufficient (less than three (3) applicants), then a determination shall be made by the Classified Human Resources Director whether to send the remaining applicants on the promotional list for interviews. The hiring supervisor may choose to employ or reject the applicants. Failure to appoint an applicant shall initiate additional names being taken from the open list pursuant to the Personnel Commission Rules and the Open/Promotional process will commence. In the use of either a promotional or promotional/open list all qualifications being equal, the bargaining unit employee with the most seniority shall be offered the position.

15.5.2 An employee who is promoted to a higher classification shall be placed on the lowest step in the new range, which will give them at least a five percent (5%) increase in salary. They shall receive this higher salary on the first day they assumes their new duties. They shall receive their future increments on their original anniversary dates.

15.6 Any employee who has been rejected for transfer or promotion shall be given an opportunity to review the reasons for rejection, including the employee's test score review and feedback for future potential promotions with the Classified Human Resources Director if such a request is made within ten (10) working days. The employee may request those reasons be given in writing.

15.7 Involuntary Transfer Procedures: Involuntary transfer is a transfer within the same classification at the request of the District. An involuntary transfer shall not be made for punitive, arbitrary and capricious reasons. Specific reasons for the transfer shall be provided to the employee in writing if the employee requests said reasons to be given. Notice shall be given to the employee of an involuntary transfer ten (10) working days prior to being transferred in order that the employee may have an opportunity to discuss the transfer with the appropriate supervisor or Classified Human Resources Director. The employee may waive the ten (10) day advanced notice of involuntary transfer in writing with the consent of the Association.

15.8 Mileage Compensation During Temporary Assignments: Any employee required to work at a work site on a temporary assignment which is more than five (5) miles from their normal work site, shall be compensated for the total mileage difference between their normal work site and their temporary work site at the same rate of compensation as management. Such compensation shall be paid to the employee within a reasonable time.

ARTICLE 16

PROCEDURE FOR DISCIPLINARY ACTION AND APPEAL

16.1 This article supersedes Personnel Commission Rules and Regulations Section 190 – Procedures for Disciplinary Action and Appeal, specifically rules contained in Section 190.1 through 190.5.7 inclusive.

16.2 The procedures listed provide protection and guidelines for both the District and the employee within established law and personnel practice. The employee should be informed in writing of the work standards required and warned verbally of offenses and plan for remediation prior to the imposition of discipline. Appropriate progressive disciplinary action should have been taken prior to further action.

16.3. Right to Representation:

16.3.1 Employees have the right to union representation during meetings that could result in disciplinary action. The District will endeavor to interview and involve an employee while investigating the potential need for discipline and to ascertain their perspective on incidents, and to inform the employee prior to the meeting that the meeting may be disciplinary in nature. The obligation is on the employee to request that a union representative be present at the meeting.

16.4 Causes for Disciplinary Action: A classified employee shall be subject to disciplinary action only for cause. The following causes shall be grounds for disciplinary action:

1. Incompetency – a pattern of below standard work performance.

2. Inefficiency – the continued inability to perform lawful and reasonable the assigned duties.

3. Insubordination – knowingly refusing to perform assigned duties.

4. Dereliction of duty – a pattern of continued neglect or dereliction in the performance of assigned duties.

5. Abusive or threatening treatment of the public employees, students, including sexual harassment or any violation of Government Code Section 12940, Paragraph (I).

6. Work related dishonesty, including examination deception or fraud.

7. Reporting to work or working under the effects of alcohol, drugs or controlled substances, or using alcohol or illegal drugs or controlled substances while on duty.

8. Engaging in political activities during assigned hours of duty.

9. Conviction by a court of competent jurisdiction of a felony or a crime involving moral turpitude. A plea, verdict, or finding of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of these rules. The record of conviction of the crime shall be conclusive evidence of the fact that the conviction occurred, but only of that fact, and the District may inquire into the circumstances surrounding the commission of the crime in order to determine if the conviction is an offense involving moral turpitude.

10. One or more criminal convictions where the nature of the crime is such that it would indicate that the employee is a poor employment risk for the particular job, which they hold with the District.

11. Failure to disclose material facts or the making of any false or misleading statement on any application, examination form or other official document of the District.

12. Repeated unexcused absence or tardiness, abuse of leave or absence without notification. A conference will be held prior to any other disciplinary action.

13. Absence without leave, or abandonment of position for at least three (3) consecutive working days. Failure to return to work within three (3) working days following an authorized leave of absence, without notification, except in the case of dire emergency.

14. Failure to report upon reasonable notice for heath examination.

15. Failure to satisfactorily complete a training program which is required for the classification.

16. Willful or persistent violation of, or failure to enforce, regulations or procedures pertaining to health and safety.

17. Unauthorized use of the personal property or another or of the District, or damage or misuse or misappropriation of public property, public funds or District funds.

18. Carrying out an unprovoked assault on another individual.

19. Physical fighting, other than self-defense or provoking a fight.

20. Willful failure to accurately maintain official District records, (i.e., time cards, expense claims, etc.)

21. Possession of firearm or other illegal weapon on District controlled property and/or while on duty unless contained within the scope of job responsibility.

22. After written notice, any willful or persistent violation of the provisions of the Education Code or of written rules, regulations or procedures adopted or established by the Board of Education, the Personnel Commission, or the administration after having been provided with a copy of the rules, regulations or procedures.

23. Temporary suspension (less than three (3) months) of a license or insurance when such is a requirement of the employee's position. Upon notification, at District's discretion, discipline may be handled as follows:

- The District may reassign the employee to a vacant position within the same classification or related classification not requiring a license or insurance.

- If reassignment is not possible, then the employee may be demoted to a vacant position, pursuant to this agreement.

- If the employee s not reassigned, the employee may use, at the employee's discretion, any accumulated leaves, including vacation, comp time and personnel necessity.

24. Loss of a license or insurance, temporary suspension of more than three (3) months of a license or insurance, or repeated suspension of a license or insurance when required for the position.

16.5 Probationary, Substitute, Provisional, and Limited Term Employees:

Any probationary, substitute, provisional or limited term employee may be released from service at any time at the discretion of the Board of Education. This does not apply to employees who hold permanency in another classification.

16.6 Progressive Discipline:

16.6.1 The progressive discipline process shall be followed to document concerns related to violations included in Article 16.4, AUSD Board Policy, Personnel Commission Policies and Regulations, and the Education Code. The discipline process consists of a series of gradually harsher disciplinary steps, which generally includes the following sequence:

- Step 1: Oral warning with conference
- Step 2: Written warning
- Step 3: Special Evaluation (Art. 4.2.6)
- Step 4: Letter of reprimand
- Step 5: Suspension without pay
- Step 6: Dismissal

16.6.2 Some progressive discipline steps may be skipped based on the severity of the employee's conduct. Steps may also be repeated as necessary depending upon the circumstances. Progressive steps may be used for the same or similar concerns, as opposed to cumulative with all disciplinary situations.

16.6.3 Employees shall receive a written notice a minimum of 72 (three working days) hours prior to any meeting regarding disciplinary action informing the employee they may bring a union representative. In cases where the disciplinary action requires immediate action, the supervisor has the discretion to meet with employee and their union representative (if requested by employee) upon knowledge of the event leading to the disciplinary action.

16.6.4 Employees shall receive documentation of an oral/verbal conference in writing on a District form or by email within 48 hours of the conference.

16.7 Hearing Procedures for Disciplinary Appeals: (Skelly)

Before a permanent employee in the classified service may be suspended, demoted or dismissed the employee shall receive a written Notice of Proposed Disciplinary Action from the Superintendent/designee of intention to impose disciplinary action, which shall include or be accompanied by a statement of the charges upon which the proposed disciplinary action is based.

The Statement of charges shall include, but not be limited to the following:

- Notice of proposed disciplinary action.
- The reasons for the proposed disciplinary action
- The right for the employee to respond verbally or in writing to the proposed disciplinary action.
- The rules, regulations or contractual items alleged to have been violated.
- A description of the evidence that may be used in the discipline process, including copies of all relevant material upon which the disciplinary action is based.

The employee has 10 business days to request a Skelly hearing after being sent the statement of charges. If employee requests a response meeting, a Skelly hearing is held. Failure to request a Skelly hearing within the ten (10) business days shall constitute a waiver of the right to such meeting. After requesting a hearing, a minimum of ten (10) business days' notice will be provided for a scheduled Skelly Hearing. The Skelly officer must have taken no part in the investigation leading up to the hearing. The Skelly Hearing Officer will meet with the employee, and the employee's representative. The District's Human Resources administrator may present the statement of charges only, before leaving the room.

Following the meeting, the employee is notified by the Skelly Hearing Officer that they have reviewed the employee's responses and concludes that grounds exist, or do not exist, for discipline. This notice will be provided within thirty (30) days of the date of the hearing.

If the employee fails to request a Skelly hearing, they are then deemed to have waived their rights and the Superintendent may then recommends to the Board of Education that the employee be disciplined.

The Board of Education considers the statement of charges against the employee, the decision of the Skelly officer (if any), and may take action to reinstate, or impose disciplinary action. The Board's decision must be rendered within thirty (30) calendar days.

Notice of the Board's action shall be provided to the employee by the Superintendent/designee within ten (10) days of the Board's action. The Superintendent/designee shall, simultaneously file a copy of the statement of charges with the Personnel Commission. The employee shall have twenty (20) business days to appeal to the Personnel Commission. The employee's appeal to the Personnel Commission must be in writing. The Board's action shall not be stayed during the appeals process. Any of the above timelines may be extended or reduced upon mutual agreement in order to facilitate alternative solutions or allow adequate time for CSEA policy.

16.8 Hearing Procedures for Disciplinary Appeals: (Personnel Commission)

Hearing procedures for disciplinary appeals are contained in the Personnel Commission Rules and Regulations as specified in Sections 190.5.8 and 190.6.27, inclusive.

16.9 Suspension for Specific Offenses Processed as Involuntary Leave:

Whenever an employee is charged with committing any sex offense as defined in Section 44010 of the Education Code or any narcotics offense covered by Education Code Section 44940, subdivision (a), the Governing Board shall suspend the employee for a period of time not to exceed ten (10) days after the date of entry or judgment in the criminal proceedings. The Governing board may suspend any employee charged with a narcotics offense, as defined in Education Code Section 44940, subdivision (b). A employee suspended under this provision shall continue to be paid their regular salary during the period of suspension only if they furnish a suitable bond to the School District to guarantee that the employee will repay to the School District the amount of salary so paid during the period of the suspension in case the employee is convicted of such charges, or the employee does not return to service after such period of suspension. If the employee is found not guilty of such charges or if the complaint, information or indictment is dismissed, the District shall reimburse the employee for the cost of the bond or if the employee elected not to furnish such bond, the District shall pay the employee their full compensation during the period of the suspension, provided they return to service after such

period of suspension. The employee suspended under this provision has no right of appeal to the Personnel Commission or the Governing Board.

16.10 Burden of Proof:

The burden of proof in all disciplinary actions, hearings and proceedings shall remain with the District.

16.11 Health Insurance Maintained Until Appeal Exhausted:

Any classified employee who received District health insurance and is subjected to disciplinary action that would result in the employee losing said health insurance shall continue to receive such health insurance benefit until timelines outlined in these rules for appealing the disciplinary action have passed without action by the employee, or if the employee has filed a timely appeal, until the exhaustion of all appeal rights outlined in this article.

16.12 Drug and Alcohol Testing:

16.12.1 The employer reserves the right to impose any appropriate disciplinary actions, up to and including termination, should an employee subject to the provision of BP 4020:

a) Refuse to submit to a test.

b) Test positive during the initial probation period.

c) Fail to complete a first time rehabilitation program recommended by the substance abuse professional, or if one is recommended, a return to duty test; or

d) Test positive again for alcohol or again for controlled substances within sixty (60) months after return to duty following completion of rehabilitation.

e) Test positive under post accident testing.

f) Test positive on reasonable suspicion testing.

16.12.2 First time offenders resulting from random testing shall be placed on three (3) day suspension.

16.12.3 Employees who test positive will be relieved of duty under the conditions set forth in this Section. During such time, the employee will not receive their normal compensation until the employee meets the requirements and returns to duty unless the employee opts to apply sick leave or compensatory time for up to ten (10) days to cover the necessary period of

absence. A confirmed positive test is defined as an alcohol concentration equal to or greater than 0.04 and/or a verified positive controlled substance result.

16.12.4 Permanent employees who voluntarily come forward and request assistance for a drug or alcohol related problem will not be disciplined per this section. They may utilize this option one time only.

16.12.5 Provisions of 16.6 do not apply to discipline for positive test results for drug or alcohol use.

ARTICLE 17

LAYOFF AND RECALL FROM LAYOFF

17.1 Definitions for Purpose of this Article:

17.1.1 Seniority for all bargaining unit employees shall be based on length of service within a classification. Length of service will commence on the original date of hire.

17.1.2 "Seniority" shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District except service in restricted positions approved in this Section.

17.2 Layoff:

17.2.1 Persons laid off because of lack of work or lack of funds are eligible for recall from layoff for a period of thirty nine (39) months and shall be recalled in accordance with the provisions specified in Article 15, Section 15.3.2 and 15.3.3.

17.2.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or who remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for recall for a period of sixty three (63) months; provided that the same tests of fitness under which they qualified for appointment to the class still apply.

17.2.3 Layoff shall be handled as follows:

a) By seniority in classification.

b) The employee with the shortest length of service in the classification plus higher classes shall be laid off first.

c) In the event two (2) or more employees have the same length of service, the order of layoff shall be determined by lot in presence of

the affected employees, a union representative and a District representative.

17.2.4 The names of permanent and probationary employees laid off shall be placed upon the Recall from Layoff List for the classification from which they were laid off. Names shall be listed on the Recall List by seniority.

17.2.5 When as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for the lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before March 15 informing them of their layoff effective at the end of such school year and of their displacement rights, if any and recall rights.

17.2.6 When as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work in accordance with EERA, affected employees shall be given notice of layoff by March 15 and informed of other displacement rights, if any and recall rights. Otherwise, all procedures related to layoff will be in compliance with AB438/Education Code 45117.

17.2.7 Not precluding notice requirements in 17.2.5 and 17.2.6 above, the District will notify the CSEA Executive Board of pending layoffs as soon as is practicably possible, but not less than one (1) month before the effective layoff notice date and negotiate and identified impacts and effects of the layoff. This information shall remain confidential until its release is mutually agreed to by the District and the Association.

17.2.8 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by Sections 17.2.5 and 17.2.6.

17.3 Rights of Employees Laid Off for Lack of Work or Funds: In addition to the procedures and rights prescribed in Section 17.2, permanent employees in the bargaining unit shall have the following rights:

17.3.1 Bumping: A permanent employee in the bargaining unit who is laid off from a classification and who has previous service in an equal or lower classification shall have the right to bump the employee with the least seniority in the classification. Seniority shall include the total of previous service in equal or higher classifications plus service in the classifications from which layoff occurs.

17.3.2 Voluntary Demotion or Transfer: A permanent classified employee, after exercising bumping rights, who is laid off for lack of work or lack of funds may volunteer to accept a vacant position in either a lower or equal

classification, providing the following conditions are met: (A) qualified to perform the duties of the position, (B) approval of the appointment authority.

17.3.3 Retirement in Lieu of Layoff:

a) Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff or voluntary demotion or reduction in assigned time in connection with a layoff. Such employee shall within ten (10) working days prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose.

b) The employee shall then be placed on a thirty nine (39) month recall list in accordance with Section 17.2.1 of this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.

c) The District agrees that when an offer of recall is made to an eligible retired person under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person and the retired person shall be allowed sufficient time to terminate their retired status.

d) Any election to retire after being placed on a recall list shall be retirement in lieu of layoff within the meaning of this Section.

17.4 Seniority Roster: The District shall maintain a seniority roster indicating employees' length of service and classification and date of hire. The seniority roster shall be updated no less than once a year. The association shall receive a copy of the seniority roster at the time of each revision.

17.5 Notification of Recall: Any employee who is laid off and is subsequently eligible for recall shall be notified by Certified Mail, at the last known address of record, as to the date of the opening. The employee shall have five (5) working days from proof of service, but in no case more than ten (10) workdays from the date of postmark to notify the District of acceptance. Failure to respond/accept shall be considered a waiver of the right to vacancy. A copy shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.

17.6 Acceptance of Recall: Upon acceptance of recall the employee must report to work within thirty (30) calendar days following receipt of the recall notice. An employee given notice of recall need not accept the recall in order to maintain the employee's eligibility on the recall list, provided the employee notifies the District of refusal of recall within ten (10) working days from receipt of the notice.

17.7 Recall to Highest Class: Employees shall be recalled to the highest rated job classification available in accordance with their class seniority. Employees who

accept a position in a lower classification than their highest former classification shall retain their original sixty three (63) month right to the higher classification.

17.8 Improper Layoff: Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

17.9 Seniority During Involuntary Unpaid Status: Upon return to work, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty nine (39) months, except that during that time the individual will not accrue vacation, sick leave, holidays or other leave benefits.

17.10 Voluntary Demotion or Voluntary Reduction: Employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall earn seniority in the classification from which demotion or reduction of assigned time occurs. Seniority earned during this status shall not exceed sixty three (63) months.

17.11 Substitution: Employees on the recall list shall be given first consideration for service as a substitute to a position in a previously held classification or related classification for which the employee qualifies. Employees shall receive a salary equal to but not more than the same range attained at the time of layoff.

17.12 If a position is to be filled by substitution for a period of more than two (2) weeks the employee with the most seniority on the recall list will be notified and given the opportunity to fill the position.

17.13 Employees may waive employment as a substitute without any effect to their placement on the recall list.

17.14 Probationary Periods: An employee who is caused to be laid off while serving a probationary period shall be placed on the recall list in order of seniority.

17.15 Nothing in this article will be construed to be a waiver of CSEA rights under EERA.

ARTICLE 18

GRIEVANCE PROCEDURE

18.1 Purpose: This grievance procedure shall be used to process and resolve grievances arising under this agreement. The purpose of these procedures is:

18.1.1 To equitably resolve grievances informally at the lowest possible level.

a) To provide an orderly procedure for reviewing and resolving grievances promptly.

18.2 Process:

18.2.1 The grievant, union or District may initiate a conference between the parties at any point of the grievance process. The request and response for such a conference will stop the timelines identified within the grievance process. Either party may restart the timelines if desired with written notification.

18.2.2 If the District fails to respond in writing to a grievance within the time limits specified for that level, the grievant shall have the right to appeal to the next level.

18.2.3 If the timelines are not adhered to by the grievant or union the grievance is considered moot.

18.2.4 All records of the proceedings shall be retained by the Human Resources Department in a separate grievance file.

18.2.5 No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.

18.2.6 Each party may be represented by a conferee at each state of the grievance procedure.

18.2.7 Failure to appeal a decision within a specified time limit by the grievant or union shall be deemed an acceptance of the decision.

18.2.8 Ability to Initiate Grievance (Level 3)- if a grievance arises from action or inaction on the part of a District Director, the aggrieved person may submit such grievance in writing to the Superintendent of their designee.

18.2.9 Grievance Without Intervention – An employee may present a grievance without the intervention of the Association as long as the adjustment is not inconsistent with the term of this Agreement provided that they shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

18.2.10 The grievant shall comply with administrative direction until the grievance has been processed.

18.2.11 Upon request, the employer shall provide the Union any records and data specific to the grievance.

18.3 Definitions : "Grievance" means an alleged violation, misinterpretation or misapplication of the express terms of this Agreement, which adversely affects one or more employees.

18.3.1 "Grievant" is the association or member(s) of the representation unit(s) covered by this Agreement who files the grievance.

18.3.2 A "Day" is any day in which the is a workday for both the grievant and the supervisor. Day 1 is defined as the workday after the grievance or other document is delivered. All timelines must be met by 11:59 P.M.

18.4 Time Limits: Every effort shall be made to complete action within the time limits contained within the grievance procedure; time limitations may be shortened or extended by written stipulation of both parties.

18.5 Service: Decisions and appeals shall be served by personal service or by Certified Mail. If served by mail, two (2) days shall be added to the time in which the action must be taken.

18.6 Representation: The grievant may be represented by the Union or as provided by law the employee may represent themselves at any formal step of this procedure, up to and through level 3. If the grievant is represented by themselves the Union retains the right to be present at any formal step of the procedure as an observer.

18.7 Informal Discussion: The alleged violation shall be discussed informally with the immediate supervisor. During this informal discussion, the grievant shall have the right to have a representative of the association present.

18.7.1 An informal grievance discussion may be initiated no later than twenty (20) workdays after the event circumstances occasioning the grievance if the employee or Chapter knew of should have known of the event or circumstances. The informal discussion shall take the place within 5 days after initiation. An answer shall be given within 10 days of the informal discussion.

18.8 Formal Grievance – Step 1 (Immediate Supervisor)

18.8.1 If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated.

18.8.2 A formal grievance may be initiated no later than twenty (20) workdays after the employee is notified of the results of the informal grievance discussion.

18.8.3 A formal grievance shall be initiated in writing on a form prescribed by the District and approved by the exclusive representative (copy attached as Appendix F) and make available on the Classified Human Resources website and shall be filed with the immediate supervisor.

18.8.4 The form shall be completed and must include the following to be considered a completed submittal:

- Grievant(s) name and work location.
- Grievant(s) work function.
- The date the grievance is delivered to the immediate supervisor. The provision(s) of the contractual agreement alleged to have been violated, misinterpreted or misapplied.
- The circumstances of the grievance (concise statement of the facts constituting the alleged violation with dates, names and places as appropriate).
- The remedy sought by the grievant(s).
- The name of the representative, if any, chosen by the grievant(s).
- The signature(s) of the grievant(s).

18.8.5 Within ten (10) workdays after the receipt of the formal grievance, the immediate supervisor shall investigate the grievance and give their decision in writing to the grievant. If the grievant is not represented by the exclusive representative. A copy shall be sent to Union President.

18.9 Formal Grievance – Step 2 (Director Level):

18.9.1 If the grievant(s) is not satisfied with the decision rendered at Step 1, the grievant(s)may appeal the decision within ten (10) workdays to the Director overseeing the immediate Supervisor of the grievant. The grievant shall file a copy with the Union. The appeal shall include a copy of the original grievance, the decision rendered at Step 1 and a clear, concise statement of the reason for the appeal.

18.9.2 Within ten (10) workdays after the appeal, if filed, Director or their designee shall investigate the grievance and give their decision in writing to the grievant. A copy shall be sent to the Union President.

18.10 Formal Grievance –Step 3 (Superintendent or Designee):

18.10.1 If the grievant(s) is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within ten (10) workdays to the Superintendent or Designee. The grievant shall include a copy of the original grievance, the decisions rendered at Step 1 and 2, and a clear, concise statement of the reason for the appeal.

18.10.2 Within ten (10) workdays after the appeal, if filed, the Superintendent or their designee shall investigate the grievance and give their decision in writing to the grievant. A copy shall be sent ot the Union President

18.11 Formal Grievance – Step 4 (Request for Arbitration):

18.11.1 If the Union is not satisfied with the decision form the Superintendent at Step 3, they may request arbitration of the grievance within 10 days of

notification of the step 3 results. The Superintendent or their designated representative shall make arrangements for the selection of an arbitrator.

18.11.2 The arbitrator shall be selected jointly by the Union and the District. If no agreement can be reached, they shall request the California State Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

18.11.3 All fees for the services of an outside arbitrator shall be shared equally by the District and the Union.

18.11.4 The District shall provide the arbitrator with all necessary technical and clerical staff assistance in preparing for and conducting the hearing and in preparing the findings.

18.11.5 The arbitrator shall convene a hearing at the earliest practicable date after their selection. They shall establish their own procedures. They shall review the written statement submitted by the parties to the grievance. The Union and the District may request the presence of witnesses. The arbitrator shall be empowered to direct the attendance of any District employee at the hearing without loss of salary to the employee.

18.11.6 The hearing shall be conducted in an informal manner with only those having legitimate interest in the problems at issue, as determined by the arbitrator admitted. The Union and the District shall each be limited to two (2) days to present their respective positions. The arbitrator may admit evidence and testimony regarding incidents and occurrences that antedate the event giving rise to the grievance if they conclude that they have sufficient relevance as background information. They may also take such additional time as necessary to take such further testimony as they deems necessary. The hearing shall be conducted in accordance with fundamental rules of fairness and due process.

18.11.7 The arbitrator shall render written findings, conclusions, and the decision within ten (10) working days of the termination of the hearing. The findings, conclusion and decision shall be sent to the Union and to the Superintendent. The superintendent shall submit the binding decisions of the arbitrator to the Board of Education for its final and binding decision on the grievance.

18.12 The findings, conclusions or recommendations of the arbitrator are binding on the Board of Education and the Union.

18.13 Grievances Concerning Layoff or Rehire: In the event of a grievance concerning layoff of an employee or the rehire of a laid off employee, the grievant may file the

grievance initially at Step 2 and the grievance may be processed from that point on in the same manner as other grievances. This procedure applies to employees and persons on the rehire list alleging contract violations.

ARTICLE 19

TRANSPORTATION

19.1 Scheduling Procedures – Transportation:

19.1.1 Bus Driver Instructor(s) and Dispatcher shall be included on the seniority list for the purpose of layoff and bidding routes.

19.1.2 The assignment of bus schedules shall be made by establishing separate seniority lists for all Bus Drivers, Transportation Vehicle Drivers, and Bus Driver Assistants. Seniority shall be established by date of hire within the transportation department.

19.1.3 Route bidding shall occur at least twice per year. The first time will occur in July "Permanent Bid" for the ensuing school year and the second optional bid in May/June for Summer School (Extended School Year (ESY) routes.

A Route Review Committee shall consist of three District representatives and two CSEA representatives, two bus driver and one van driver, appointed by the Chapter President. Each time the initial routes are posted the Route Review Committee (RRC) shall be provided a copy of the routes with supporting documentation. The RRC shall have an opportunity to review the posted routes and offer recommendations for improvements or changes prior to the formal bidding process occurring and as needed throughout the school year as route changes are made. Members of the RRC shall be granted time during their workday, not to exceed three (3) hours per member to accomplish these tasks. More time may be granted upon mutual agreement. Recommendations for initial routes should be made no later than the end of day Tuesday after the routes have been made available.

a) "Permanent Bid" Permanent routes will be available one (1) week prior to the start of Permanent routes and will be posted the Friday prior to bid week in an area that is accessible to all Bus Drivers, Transportation Vehicle Drivers, and Bus Driver Assistants.

b) Initial routes for the school year shall be assigned based on the July bid, which will occur one (1) week prior to the effective date of the new routes. All regularly assigned permanent routes may be adjusted based

on the needs of the department and contracted Bus Drivers will be expected to be flexible to work their full allotment of hours.

c) Summer School/"Extended School Year" Summer/(ESY) Bid. ESY routes will be available one (1) week prior to the start of Summer/ESY. Routes will be posted the Friday prior to bid week in an area that is accessible to all Bus Drivers, Transportation Vehicle Drivers and Bus Driver Assistants.

d) Summer School/"Extended School Year" Summer/ (ESY) route work is defined as hours worked outside of the adopted board calendar that the Bus Driver, Transportation Vehicle Drivers, and Bus Driver Assistants have bid on. If a Bus Driver, Transportation Vehicle Drivers, and Bus Driver Assistant have a different school district (out of district/NPS) calendar for their route the Bus Driver, Transportation Vehicle Drivers, and/or Bus Driver Assistant will work the calendar days of the route outside the approved Antioch Unified School District work calendar.

i. Summer Inventive: CSEA and the District shall meet each year before the start of the extended school year/summer school to discuss the need, if any, for a potential incentive program to help ensure full coverage.

19.1.4 Bus Drivers, Transportation Vehicle Drivers, and Bus Driver Assistants will be expected to review the respective routes and be prepared to bid. Supervisors, Transportation Vehicle Drivers, and Bus Drivers must work together as routes are updated with changes. Updates used to correct routes from Bus Driver input shall be submitted in writing to the correct party. Transportation supervisors will ensure routes are as close to being completed as possible, and reflect Bus Drivers' and Transportation Vehicle Drivers, suggestions, when possible, at least 24 hours before bidding starts. A bid schedule will be developed so that the final bid occurs no later than the Friday of bid week. Approved non-confidential information regarding students with medical or special needs will be communicated to the Transportation department, Bus Drivers, Transportation Vehicle Drivers, and Bus Driver Assistants as soon as possible, along with associated training and/or proper procedure related to the needs.

19.1.5 In the event an additional bid needs to occur, employees will be given a 20-day calendar notice prior to the bidding. Current routes would apply until the new bid.

19.1.6 If a Bus Driver, Transportation Vehicle Drivers, and Bus Driver Assistant know that they will not be available to participate in the bidding process, they will provide a written proxy. If no proxy is given, then the foreperson will assign a route to the Bus Driver. The assigned route will be the

highest number of hours available at that time appropriate for the Bus Driver, Transportation Vehicle Drivers, and Bus Driver Assistant.

19.1.7 Bus Drivers, Transportation Vehicle Drivers, and Bus Driver Assistants will be given a thirty (30) minute period to bid either immediately preceding a run or immediately after a run, or during their split shift. The Bus Driver, Transportation Vehicle Drivers, and Bus Driver Assistant will be in paid status for time it takes to bid.

Bus Drivers and Bus Driver Assistants who do not respond to a bid call within one (1) hour of radio or phone notification will be assigned a route pursuant to Article 19.1.6.

19.1.8 The Bus Driver(s), Transportation Vehicle Driver(s), and Bus Driver Assistant(s) with the most seniority shall have first choice of bus routes, and bidding shall continue in descending order of seniority. Midday runs ~~that can~~ will be incorporated into a regular route and will be bid as part of the regular bid process. Therapy runs and other nonstandard runs will be assigned and noted on the "extra board". The Bus Drivers, Transportation Vehicle Drivers, and Bus Driver's Assistants' hours for therapy runs will not be guaranteed and will be charged on the rotation board as extra work.

The Bus Driver Instructor(s) will have a guarantee of 8 hours per day and be assigned to train or drive as required.

19.1.9 Floater Bus Driver positions are defined as a Bus Driver, Transportation Vehicle Drivers, or Bus Driver Assistant that is placed on "stand-by" status and be assigned into a route as the needs of the department arise. Floater Bus Drivers, Transportation Vehicle Drivers, and Bus Driver Assistants will not be reduced in hours while they are listed as "stand by". Each floater Bus Driver, Transportation Vehicle Drivers, and Bus Driver Assistant that is not assigned to a route will be assigned work needed in the department that is aligned with their job description.

For permanent, and Summer School/ESY bidding, (as referenced in 19.1.7) there shall be at least 10% of the routes that are available for floater Bus Drivers, Transportation Vehicle Drivers, and Bus Driver Assistants. The number of floater Bus Drivers route positions available for Bus Driver and Bus Driver Assistant floaters will be based on the needs of students.

19.1.10 The routes will be subject to bid to ensure that the Bus Drivers, Transportation Vehicle Drivers, and the Bus Driver Assistants with the most seniority have the greatest number of hours. Once the bids have been completed there shall be no reduction in total hours below the level set at the time of the bidding process until the next bidding period. Bus Drivers, Transportation Vehicle Drivers, and Bus Driver Assistants shall not suffer any loss of fringe benefits (Article 10) because of the bidding process during that fiscal year. Benefits shall increase if hours are increased to the

appropriate level (as outlined in Article 10) during the year. Extended School Year Summer School/(ESY) bids will not affect health and welfare benefits. Benefit levels are established based on the Permanent bid and will remain at the same level during the summer.

19.1.11 Every reasonable effort shall be made to maximize the hours of current Bus Drivers, Transportation Vehicle Drivers, and Bus Driver Assistants and to assure that transportation employees receive as many regularly assigned hours, up to eight (8) hours, as scheduling will allow before new positions are created. (In the event of a vacancy, Bus Driver, Transportation Vehicle Drivers, and Bus Driver Assistants, by seniority have the option to take the route before hiring a new Bus Driver, Transportation Vehicle Drivers, or Bus Driver Assistant) in each respective position. Hours worked over eight (8) hours will be compensated at the appropriate overtime rate.

All Bus Drivers and Transportation Vehicle Drivers will be guaranteed a minimum of 7 hours per day during the regular school year.

19.1.12 Anytime fifteen (15) minutes or more is added to a route on a regular ongoing basis, it shall be incorporated into the route's permanent assignment time once it has remained in effect for twenty-one (21) workdays, however, because routed are dynamic, the twenty-one (21) workdays need not be consecutive, but must reflect the same recurring increase for that route over time. This time may only be assigned to the Bus Driver, Transportation Vehicle Drivers, or Bus Driver Assistant who bid the original route in the yearly permanent bidding process. Any increase in route time intended to become a permanent increase shall not be charged on the rotation board during the waiting period of twenty-one (21) workdays.

19.1.13 Regularly assigned routes and therapy runs shall, in the absence of five (5) days or more of the regular Bus Driver, Transportation Vehicle Drivers, or Bus Driver Assistant, be offered on a temporary basis to permanent Bus Drivers, Transportation Vehicle Drivers, or Bus Driver Assistants in descending order or seniority.

A temporary increase in route time in accordance with 19.1.8 of the contract shall not be charged to a Bus Driver or Transportation Vehicle Driver, on the rotation board.

19.1.14 Any route that has an established number of hours for four (4) days shall be guaranteed payment at no less than the same number of the fifth (5th) day of the week.

19.1.15 The minimum time paid for midday/noon routes shall be one (1) hour.

19.1.16 Each Bus Driver and Transportation Vehicle Driver, shall be provided and paid for a minimum of fifteen (15) minutes travel time to their afternoon pickup.

19.2 Bus Driver, Transportation Vehicle Driver, and Bus Driver Assistants Rights and Responsibilities:

19.2.1 Vans will be allowed a 15-minute pre-trip. Buses with air-brakes will be allowed a 45-minute pre-trip. Buses with hydraulic brakes will be allowed a 30-minute pre-trip. If a Driver is assigned a different vehicle during the workday, they shall receive the checkout time for the new vehicle.

19.2.2 Any time required of Bus Drivers, Transportation Vehicle Drivers, and Bus Driver Assistants in maintaining their route (i.e. calling parents, adjusting times), cleaning of vehicles and additional job-related duties shall be compensable hours.

19.2.3 Bus Drivers, Transportation Vehicle Drivers, and Bus Driver Assistants who are in paid status but are not driving may be required to perform other related duties, i.e., filling in on routes, washing bus exteriors, etc. All Bus Drivers, Transportation Vehicle Drivers, and Bus Driver Assistants shall be responsible for the cleanliness of the interior of their assigned vehicles ~~buses~~. Bus Drivers are responsible for wheelchair duties on their busses.

19.3 Field Trip/Extra Work:

19.3.1 Field trips and all assignments outside of regularly assigned bus schedules, which become available during the academic year shall be assigned to Bus Drivers on a rotating basis. Bus Drivers who do not respond to a field trip call by radio or phone call by the end of their AM or PM shift within 30 minutes will be assigned a field trip.

19.3.2 Bus Drivers shall be given an equal opportunity to work field trips.

19.3.3 Field trip/extra work assignments for the week (Monday through Sunday) will be completed and posted Friday morning. The time frames during which available field trips are to be scheduled and offered to Bus Drivers shall be in accordance with the following:

a) There shall be three separate rotation boards, one for field trips, one for emergency field trips, and the other for extra work. Bus Drivers may request that their name be placed on any or all boards at the time of permanent bid or within three weeks of hire. At any time during the school year, a Bus Driver may request in writing to have their name removed from the board if the name is removed, it will remain off the board for the remainder of the school year unless approved by the Director under extenuating circumstances for reasons protected under FMLA or CFRA However, if during the school year the number of

names on the board limits the efficient operations of the department, an option may be allowed to place names on the board starting with the least senior.

b) A roster, which shows field trips/extra work/emergency board hours offered and accepted, and offered and refused, by each Bus Driver shall be posted and maintained by the transportation supervisor or designee.

c) The driver-scheduling roster will be maintained by the transportation supervisor or designee to provide a fair, unbiased and equal distribution of field trip/extra work assignments. The roster is to be posted and available to all Bus Drivers for inspection.

d) The prime objective of the roster is to assure as nearly as possible, each permanently assigned Bus Driver an equal number of additional paid hours of work. The roster shall be maintained for Bus Drivers as per Appendix C.

19.3.4 If a Bus Driver has failed to fulfill a field trip or extra work assignment, they committed to six (6) times in a school year without a valid reason (such as a family emergency, bereavement leave, jury duty, medical accommodations, illness with a doctor's note or the work was on a separate board) that Bus Driver shall be taken off the rotation list for the remainder of the school year. Drivers cannot receive two turn-ins for the same trip - i.e. the same trip shows up on the emergency board.

19.3.5 An emergency field trip is defined as a field trip that has been made available to Bus Drivers after the assignments have been selected for the following week.

19.3.6 Any additional field trip that is made available to Bus Drivers for any reason after the normal scheduling process has occurred will become an emergency field trip. There will be a separate list for emergency field trips that will be maintained and utilized in seniority order.

19.3.7 Shuttle trips are defined as any field trip that takes place with the departure and destination locations within a fifteen (15) -mile radius of the transportation yard and are used for transporting students during school hours between locations.

19.4 For pre-approved vacation of 5 consecutive days or more, the Bus Driver will be temporarily removed from the rotation board. Upon return, the Bus Driver will be placed into rotation after a full cycle has occurred.

19.5 Compensation:

19.5.1 When a Bus Driver or Transportation Vehicle is called from their home to take a field trip or do extra work without receiving notice the previous day,

they will receive their two (2) hours call back pay. The Bus Driver or Transportation Vehicle Driver may refuse with no penalty. Bus Drivers within the bargaining unit shall be offered all field trips, and it is only when all bargaining unit Bus Drivers being unable to accept a field trip that the trip may be offered to Transportation Vehicle Drivers when a bus is not required. If a bus is required and/or no Transportation Vehicle Drivers accept the field trip, the trip may be offered to a substitute Bus Driver or other individual or company. Information related to contracted out transportation work will be made available to CSEA upon request by the party that has requested the contractor.

19.5.2 Bus Drivers on field trips shall be compensated for all elapsed hours of such trips (departure to return) up to twenty-four (24) hours at the appropriate regular or overtime rates. When elapsed hours exceed twenty-four (24) hours the Bus Driver shall be compensated for all hours in excess of twenty-four (24) at the appropriate regular or overtime rate for all time spent driving and at one-half (1/2) the regular rate for all other hours.

19.5.3 Bus Drivers shall be compensated for necessary meals, lodging and other expenses on field trips in accordance with Sections 8.10 and 8.11 and 8.12 of this Agreement.

19.6 In-Service Training Time:

19.6.1 In-service training shall take place during regular department hours at no loss of pay or benefits to Bus Drivers. All classroom and other hours required of Bus Drivers for the renewal of school Bus Drivers' certificates shall be in-service training time, compensable at the appropriate regular or overtime rates.

19.7 Re-certification of Bus Drivers:

19.7.1 The District shall provide written notification of re-certification requirement to Bus Drivers six (6) months prior to the expiration of their license.

19.7.2 Bus Drivers who allow their license to expire due to a lack of a good faith effort to re-certify, may be disciplined by the District up to and including termination.

ARTICLE 20

SAFETY

20.1 Reports of Unsafe Conditions: Each employee shall report, in writing, any unsafe condition in their working environment to the immediate supervisor. That supervisor shall, within twenty (20) working days, respond in writing to the

employee, stating what will be done to make the condition safe or if no action will be taken, the reason(s) why.

20.2 District Safety Compliance: The District shall make every attempt to conform to and comply with all health, safety, and sanitation requirements imposed by State or Federal law or regulation adopted under State or Federal law which is applicable to the District.

20.3 Safety Program: The District agrees to provide a safety program at least twice a year for all bargaining unit employees.

20.4 180 Day employees shall be provided, to the extent possible, appropriate time to complete mandatory online trainings during their regular scheduled work day. However, if an employee cannot complete the mandated training during their regular work day, that employee shall contact their supervisor to schedule time to complete the training outside of their work schedule and will be compensated the appropriate rate of pay. The District shall provide a work station to complete their training.

20.5 The District will maintain a District Safety Committee. CSEA will have at least two participants on the committee appointed by the Chapter President, the District Safety Committee will meet at least quarterly during the calendar year. The District Safety committee will review issues relate to.

The District Safety Committee will work to understand safety needs across the District, provide insight, input and develop potential recommendations to the Superintendent to increase safety across the District.

Following a major safety related incident which might result in, but not be limited to serious injuries, weapons on school district property, or similar events, CSEA or the District may request a District Safety Committee meeting be held. The goals of such meeting would be to understand and learn from the incident and seek to identify means to circumvent further such occurrences.

ARTICLE 21

CONTRACTING AND BARGAINING UNIT WORK

21.1 Restriction of Contracting Out: The District retains the right to contract out work in accordance with law. The District shall not contract out work customarily performed by bargaining unit employees when such contraction would result in a layoff of bargaining unit employees, except as permitted by law. The District shall provide CSEA with notice and an opportunity to bargain the effects of any decision to contract out bargaining unit work, consistent with EERA. Contracting out shall not be used for the purpose of displacing bargaining unit employes or reducing their regular hours or wages. Nothing in this article shall be construed as a waiver of the District's management and CSEA's rights under EERA.

21.2 Notice to CSEA: The District shall provide CSEA no less than ten (10) working days' written notice prior to the implementation of any decision to contract out services that may have an impact on wages, hours, or working conditions. Upon request, the District shall meet and negotiate in good faith regarding the effects of the decision prior to implementation. If the parties are unable to reach agreement, the district may proceed in accordance with the law after satisfying it's bargaining obligations.

21.3 Bargaining Unit Work: No supervisory or management employee may perform any work within the job description of a bargaining unit employee which may or is reasonably likely to result in the displacement, reduction of hours, loss of overtime opportunities, supplanting or bargaining unit work, transfer or reassignment of any bargaining unit employee. Only in a bona fide emergency, and only when no bargaining unit employee is available, may a supervisory or management employee perform such work.

ARTICLE 22

SEVERABILITY

22.1 Savings Clause: If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

22.2 Replacement for Severed Provisions: In the event of suspension or invalidation of any Articles of this Agreement, the parties hereto agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 23

NEGOTIATIONS

23.1 Notification and Public Notice: If either party desires to alter or amend 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 a proposal to the other party of said desire and the nature of the amendments and cause the public notice provision of law to be fulfilled.

23.2 Commencement of Negotiations: Negotiations shall, within five (5) days of satisfaction of the public notice requirement and not later than forty five (45) days following submission of the proposal**,** commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

23.3 Impasse: If notice has been given in accordance with the preceding Sections and the parties have not been able to agree upon terms of a new Agreement prior to the expiration date of this Agreement, either party may institute impasse procedures in accordance with the rules of the Public Employment Relations Board.

23.4 Release Time for Negotiations: CSEA shall have the right to designate ten (10) employees, who shall be given necessary release time to participate in negotiations up to a maximum of one hundred twenty (120) hours each per fiscal year. If negotiations are not completed in this time, additional time may be granted by mutual agreement.

23.5 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.

ARTICLE 24

LABOR-MANAGEMENT COMMITTEE

24.1 The purpose of the Labor-Management Committee shall be to facilitate and improve Labor-Management Relations by providing a forum for free discussions of mutual concerns and problems.

24.2 Within thirty (30) calendar days after the effective date of this Agreement, a Labor-Management Committee, hereinafter referred to as the Committee, comprised of three (3) representatives of the Union and up to three (3) representatives of the District's management, shall be formed with the aforementioned representatives being selected by their respective parties.

24.3 This Committee shall meet once each month at a pre-scheduled time and location. Additional meetings may be called by mutual agreement of committee members.

24.4 Representatives of the Union on the Committee shall be provided necessary release time, without any loss of salary and other benefits, for the purpose of any meeting of the Committee.

24.5 The chairperson of the Committee shall be chosen from among the members of the Committee.

24.6 Members of the Committee shall notify the chairperson not less than three (3) days in advance of a meeting for placement of items on a meeting agenda. However, additional items may be raised at a meeting of the Committee, but the decision to discuss such items shall be voted upon by members of the Committee.

24.7 Minutes of the meeting will be taken and distributed to Committee members prior to the next scheduled meeting.

24.8 The meetings of the Committee shall not be a forum to modify and/or amend this Agreement.

24.9 The Union may initiate discussion of allegations of actual or potential violations, misapplication, or misinterpretations of this collective bargaining agreement at the Labor Management meetings. In order to place this subject on the agenda, the three (3) day advance notice under Section 24.6 must be provided.

ARTICLE 25

COMPLETION OF MEETING AND NEGOTIATING

25.1 Any individual contract between the Board and an individual employee within the representational unit of this contract heretofore executed shall be subject to and made subject to and consistent with terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

25.2 This Agreement shall supersede any rules, regulations or practices of the Board and Personnel Commission, which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established polices of the Board and Personnel Commission.

25.3 During the term of this Agreement, the District and the Union expressly waive and relinquish the right to meet and negotiate on terms and conditions covered by the Agreement. The District and the Union also agree that neither the District nor the Union shall be obligated to meet and negotiate with respect to any other subject or matter even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Union at the time they met and negotiated and executed this Agreement and even though such subject or matter was proposed and later withdrawn.

25.4 This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement.

ARTICLE 26

DISTRICT RIGHTS AND RESPONSIBILITIES

26.1 District Rights:

26.1.1 It is understood and agreed that the District has all rights, powers, privileges, functions and authority to discharge its obligations conferred

upon and vested in it. Any of the rights, powers, privileges, functions or authority which the District had prior to the execution of this Agreement are retained except as those rights, powers, privileges, functions or authority are specifically abridged or modified by this Agreement arrived at through the process of collective bargaining. It is understood that the District has the right, except as limited by this contract and the law of the State of California and the United States to:

26.1.2 The executive management organization and administrative control of the District and its properties and facilities, and the activities of its employees as it relates to their employment with the District.

26.1.3 Direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of service to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services.

26.1.4 Hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote and assign all such employees in accordance with the law and rules of the Personnel Commission.

26.1.5 Establish educational policies, goals and objectives, to ensure the rights and educational opportunities of students, to determine staffing patterns, to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and

26.1.6 Build, move or modify facilities, establish budget procedures and determine budgetary allocations, determine the methods of raising revenue, and take action on any matter necessary for the continued operation of the School District.

ARTICLE 27

DURATION

27.1 The term of this Agreement shall be from July 1, 2025 to June 30, 2028.

27.1.1 The parties agree that all negotiations are closed for the 2025-2026 school year. Article 8 (Pay and Allowances), Article 28 (Professional Growth), and up to one (1) additional article per party shall be reopeners in the 2026-2027 school year. By mutual agreement additional articles may be discussed.

Article 8 (Pay and Allowances), and up to two (2) additional article per party shall be reopeners in the 2027-2028 school year. By mutual agreement additional articles may be discussed.

27.1.2 With the exception of those contractual provisions referenced in 27.1.1 above, all other provisions of this Agreement shall be closed during the term of this agreement and shall only be opened if directed by the Governing Board of the Antioch Unified School District, the County Office of Education or the State of California determine that the District's fiscal solvency, the state of its budget certification, if a change in state or Federal legislation imposed upon the District render it necessary to do so, or by mutual agreement of the parties.

ARTICLE 28

PROFESSIONAL GROWTH

28.1 The District and CSEA maintain a professional growth incentive program. For the details of the program, please refer to Administrative Rule 4251.

28.2 All permanent classified employees are eligible to enter this program. All records regarding the employee's Professional Growth Program will be kept on file in the District Office. The awards for the different stages of professional growth can be found on our Salary Schedule and are currently:
STG 1: $527
STG 2: $1,043
STG 3: $1,565

For further the details of the program, please refer to the District's Administrative Rule 4251.

28.3 In addition to the Professional Growth program a yearly stipend shall be paid to any classified employee who has earned an Associate of Arts Degree, Bachelor's Degree, a Masters, or a Doctorate. The amount of these stipends shall be as specified below and placed on the associated salary schedules.

Associates Degree: $785
Bachelors Degree: $1565
Master's Degree: $1721
Doctoral Degree: $1821

ARTICLE 29

SENIORITY

29.1 Definitions for Purposes of this Article:

29.1.1 Seniority for all bargaining unit employees shall be based on length of service within a classification. Length of service shall commence on the original date of hire.

29.1.2 When employees are reclassified into a new classification and the previous classification is eliminated, all seniority in the previous classification shall be forwarded to the employee's new classification.

29.2 Seniority shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District.

29.3 Seniority shall be earned during the time, not to exceed thirty nine (39) months, which an individual is in involuntary unpaid status due to layoff or reduction or elimination of service. Seniority earned during this status shall be credited to the classification in which layoff, reduction or elimination of service occurs.

Employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall earn seniority in the classification from which demotion or reduction of assigned time occurs. Seniority earned during this status shall not exceed sixty three (63) months.

29.4 Seniority credits for promotional examinations shall be based on original date of hire with the District. Seniority credits shall be given in the amount of one-half (1/2) point of credit for each year of service, not to exceed six (6) points.

29.5 A former permanent employee who resigned in good standing shall have their length of service at the time of resignation, restored to them upon the completion of five (5) consecutive years of service to the District.

29.6 Bumping: A permanent employee in the bargaining unit who is laid off from a classification and who has previous service in an equal or lower classification shall have the right to bump the employee with the least seniority in the classification. Seniority shall include the total of previous services in equal or higher classifications plus service in the classifications from which layoff occurs.

29.7 Seniority Roster: The District shall maintain a seniority roster indicating employee's length of service in classification and date of hire. The seniority roster shall be updated no less than once a year. The Association shall receive a copy of the seniority roster at the time of each revision.

ARTICLE 30

SUMMER SCHOOL

30.1 Summer School Assignments: When work normally and customarily performed by classified employees is required to be performed at times other than during the

regular academic year, the work shall be assigned to classified employees in the appropriate classifications as provided in this Section.

30.2 When necessary to assign classified employees not regularly so assigned to serve during a summer school period, the assignment shall be made in order of seniority, but no employee shall be required to accept such assignment. If the employee with the greatest seniority refuses the assignment, it shall be offered to other employees within the appropriate classification in descending order of seniority until the position is filled.

30.3 An employee who accepts a summer school assignment in accordance with the provision**s** of this Section shall be paid at the classification of the position they accept and be paid on the same pay step that they held in the previous academic year.

30.4 All hours assigned to an employee for a summer school assignment shall be considered "hours in paid status" for the purpose of this Agreement.

30.5 Employees will be notified if they have received an extended school year/summer position at least ten (10) working days prior to then assigned start date of the position(s); however, this timeline may be modified if extenuating circumstances arise. CSEA will be given notice as soon as possible regarding which positions may not receive the full 10-day notice.

ARTICLE 31

TASK FORCE

31.1 A task force will be formed consisting of three (3) members from CSEA selected by CSEA and three (3) members from the District, selected by the District. The purpose of this committee will be to study and make recommendations to the respective negotiating teams with regard to the following issues:

a) The feasibility/appropriateness of Student Monitors becoming unit members.

b) Family Care Leave and related leave issues.

c) Benefit cost containment.

d) Early retirement options.

Any of the aforementioned issues may be reopened by either party as a subject for negotiations.

Although both parties recognize that issues such as a "District substitute policy" are not subject to bargaining, it is also further agreed that it may be subject to discussions with the Task Force.

ARTICLE 32

VOLUNTEERS

32.1 Donated Services – The parties recognize and support the desire of individuals, parents, business and/or community groups to contribute to the success of our schools and demonstrate their support for public education by donating their resources and volunteer services to the District. The intent of this section is to permit the District to accept donated services providing they do not result in the layoff, reduction of bargaining unit members or positions. No projects shall begin until the Labor Management Committee has approved said project, including any funding and/or resources provided by the District and/or site. Exception: Four (4) beautification days per 32.2.

32.2 Each site will be allowed up to four (4) beautification days per year without requiring prior consent from the Labor Management Committee. Activities that may be conducted by volunteers on these days include: weeding, trimming, household level cleaning (cleaning materials must be of a type previously approved by the School District), simple carpentry type repairs, and minor earth cultivation. Any projects requiring skilled crafts work, specific materials required by law and/or rototilling shall first be approved by the Labor Management Committee.

32.3 Activities that shall require the approval of the Labor Management Committee include major painting, i.e., exterior walls (including ball walls) classrooms, offices, etc. minor to major trenching, new construction such as shade areas, major tree surgery, new tree planting, installation/repair of playground equipment, grading, concrete/asphalt work and major carpentry. Plans for those activities shall be submitted in writing and made available to CSEA and the District in advance for approval. Plans shall require the presence of a paid classified employee to oversee and/or assist with said project. Said assignment shall not conflict with employees' regular assignment unless approved by the Labor Management Committee nor shall the project be scheduled to avoid overtime. In the event of unapproved activities the employee shall notify their appropriate supervisor who shall conduct an investigation and report the findings to the Labor Management Committee for resolution.

32.4 The parties agree to schedule the Labor Management Committee meetings on a regular basis for the purpose of addressing volunteer projects. Each committee meeting shall have an agenda set prior to each meeting, with each party receiving their agenda at least three (3) days prior to scheduled meeting. Meetings may be called outside the regular scheduled in order to review a project and/or request that needs immediate attention.

Agreement Between AUSD and CSEA

July 1, 2025 through June 30, 2028

Signatures

DISTRICT  CSEA 

Dr. Camille Johnson

Associate Superintendent, Human Resources

8/20/26

Brian Atkinson

CSEA President

8/21/2026

Appendix A1

CSEA Job Classifications and Select Stipends

ANTIOCH UNIFIED SCHOOL DISTRICT

Effective July 1, 2025, BOE Approved January 28, 2026

CLASSIFICATION	RANGE
Accounting Activities Specialist	128
Accounting Assistant	128
Accounting Technician	133
Accounting Technician - Nutrition Services	133
Administrative Assistant	132
Attendance Assistant	126
Behavior Support Specialist	141
Benefits Technician	131
Board Certified Behavior Analyst	156
Bus Driver	127
Bus Driver Assistant	111
Bus Driver Instructor	130
Bus Driver Trainee	111
Career Center Technician	128
Carpenter	139
Child Care Provider - Bilingual	115
Child Nutrition Specialist	131
Credential Specialist	140
Custodian	122
Custodian - School Services Building	124
District Attendance Liaison - Bilingual	127
Educational Interpreter	130
Electrician	139
Electronics Technician	139
Facilities Use Technician	126
General Maintenance Worker	136
Grounds Maintenance Worker	128
Head Custodian I	125
Head Custodian II	127
Head Custodian III	130
Health Care Assistant	124
Health Care Assistant - LVN	127
Human Resources Technician I - Certificated	129
Human Resources Technician I - Classified	129
Human Resources Technician II - Classified	131
HVAC Technician	139
Instructional Assistant	118
Instructional Assistant - Bilingual	121
Library Media Technician I	126
Library Media Technician II	128
Locksmith	139
Network and Systems Technician II	142
Network Engineer	148
Nutrition Services Assistant I	114
Nutrition Services Assistant I - Driving	115
Nutrition Services Assistant II	115
Nutrition Services Cashier	115
Nutrition Services Central Kitchen Prep Asst	118
Nutrition Services Delivery Driver	127
Nutrition Services Lead I	121
Nutrition Services Lead II	125
Nutrition Services Support Assistant	128
Nutrition Services Warehouse Assistant	120
Nutrition Services Warehouse Operator	132
Occupational Therapist	156
Painter	139
Paraeducator I	124
Paraeducator II	125
Paraeducator III	126
Payroll Technician	133
Plumber	139
Physical Therapist	156
Print Shop Records & Information Tech	126
Purchasing Assistant	128
Purchasing Technician	133
Receptionist - District Office	124
Registrar I	126
Registrar III	130
Restorative Practice Facilitator	139
School Administrative Assistant I	128
School Administrative Assistant II	130
School Administrative Assistant III	132
School Administrative Assistant - HS VP	128
School Bus Dispatcher Driver	129
School Office Assistant I - Bilingual	121
School Office Assistant II	124
Senior Accounting Assistant	130
Senior Grounds Maintenance Worker	131
Site Safety Assistant	124
Site Safety Coordinator	128
Special Education Technician	132
Speech Language Pathology Assistant	137/139/141
Student Accounting & Health Technician	126
SIS & CALPADS Coord	144
Student Information System Technician	139
Student Monitor	113
Student Support Services Technician	132
Study Hall Assistant	121
Systems Engineer	148
Technology Technician	139
Translator Interpreter	130
Transportation Support Technician	131
Transportation Vehicle Driver	120
Vehicle & Equipment Mechanic	139
Warehouse Worker - Driver	127
Wellness Center Paraprofessional	118
Work Based Learning Coordinator	140

Professional Growth	Annual
AA:	798
BA:	1,591
MA:	1,749
PHD:	1,749
STG 1:	536
STG 2:	1,060

Longevity
10 years: 3.5%
15 years: 4.5%
20 years: 5.5%
25 years: 6.5%
30 years: 7.5%
35 years: 8.5%

January 28, 2026

Source: Prior Published Rates plus 2.3% for Professional Growth; CSEA Contract

Salary Appendix A2

Antioch Unified School District

CSEA Salary Schedule

Effective: July 1, 2025 Increase: 2.30% **BOE Approved January 28, 2026**

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	HOURLY
111	3,369.53	3,540.11	3,719.33	3,907.62	4,105.45	4,313.28	19.44
112	3,453.77	3,628.62	3,812.32	4,005.32	4,208.08	4,421.12	19.93
113	3,540.11	3,719.33	3,907.62	4,105.45	4,313.28	4,531.65	20.42
114	3,628.62	3,812.32	4,005.32	4,208.08	4,421.12	4,644.94	20.93
115	3,719.33	3,907.62	4,105.45	4,313.28	4,531.65	4,761.06	21.46
116	3,812.32	4,005.32	4,208.08	4,421.12	4,644.94	4,880.09	21.99
117	3,907.62	4,105.45	4,313.28	4,531.65	4,761.06	5,002.09	22.54
118	4,005.32	4,208.08	4,421.12	4,644.94	4,880.09	5,127.14	23.11
119	4,105.45	4,313.28	4,531.65	4,761.06	5,002.09	5,255.32	23.69
120	4,208.08	4,421.12	4,644.94	4,880.09	5,127.14	5,386.70	24.28
121	4,313.28	4,531.65	4,761.06	5,002.09	5,255.32	5,521.37	24.88
122	4,421.12	4,644.94	4,880.09	5,127.14	5,386.70	5,659.40	25.51
123	4,531.65	4,761.06	5,002.09	5,255.32	5,521.37	5,800.89	26.14
124	4,644.94	4,880.09	5,127.14	5,386.70	5,659.40	5,945.91	26.80
125	4,761.06	5,002.09	5,255.32	5,521.37	5,800.89	6,094.56	27.47
126	4,880.09	5,127.14	5,386.70	5,659.40	5,945.91	6,246.92	28.15
127	5,002.09	5,255.32	5,521.37	5,800.89	6,094.56	6,403.10	28.86
128	5,127.14	5,386.70	5,659.40	5,945.91	6,246.92	6,563.17	29.58
129	5,255.32	5,521.37	5,800.89	6,094.56	6,403.10	6,727.25	30.32
130	5,386.70	5,659.40	5,945.91	6,246.92	6,563.17	6,895.43	31.08
131	5,521.37	5,800.89	6,094.56	6,403.10	6,727.25	7,067.82	31.85
132	5,659.40	5,945.91	6,246.92	6,563.17	6,895.43	7,244.52	32.65
133	5,800.89	6,094.56	6,403.10	6,727.25	7,067.82	7,425.63	33.47
134	5,945.91	6,246.92	6,563.17	6,895.43	7,244.52	7,611.27	34.30
135	6,094.56	6,403.10	6,727.25	7,067.82	7,425.63	7,801.55	35.16
136	6,246.92	6,563.17	6,895.43	7,244.52	7,611.27	7,996.59	36.04
137	6,403.10	6,727.25	7,067.82	7,425.63	7,801.55	8,196.50	36.94
138	6,563.17	6,895.43	7,244.52	7,611.27	7,996.59	8,401.41	37.86
139	6,727.25	7,067.82	7,425.63	7,801.55	8,196.50	8,611.45	38.81
140	6,895.43	7,244.52	7,611.27	7,996.59	8,401.41	8,826.74	39.78
141	7,067.82	7,425.63	7,801.55	8,196.50	8,611.45	9,047.41	40.78
142	7,244.52	7,611.27	7,996.59	8,401.41	8,826.74	9,273.59	41.80
143	7,425.63	7,801.55	8,196.50	8,611.45	9,047.41	9,505.43	42.84
144	7,611.26	7,996.58	8,401.41	8,826.73	9,273.59	9,743.06	43.91
145	7,801.55	8,196.50	8,611.45	9,047.41	9,505.43	9,986.64	45.01
146	7,996.59	8,401.41	8,826.74	9,273.59	9,743.06	10,236.31	46.13
147	8,196.50	8,611.45	9,047.41	9,505.43	9,986.64	10,492.22	47.29
148	8,401.41	8,826.74	9,273.59	9,743.06	10,236.31	10,754.52	48.47
149	8,611.45	9,047.41	9,505.43	9,986.64	10,492.22	11,023.38	49.68
150	8,826.74	9,273.59	9,743.07	10,236.31	10,754.52	11,298.97	50.92
151	9,047.41	9,505.43	9,986.64	10,492.22	11,023.38	11,581.44	52.20
152	9,273.59	9,743.06	10,236.31	10,754.52	11,298.97	11,870.98	53.50
153	9,505.43	9,986.64	10,492.22	11,023.38	11,581.44	12,167.76	54.84
154	9,743.06	10,236.31	10,754.52	11,298.97	11,870.98	12,471.95	56.21
155	9,986.64	10,492.22	11,023.38	11,581.44	12,167.76	12,783.75	57.62
156	10,236.31	10,754.52	11,298.97	11,870.98	12,471.95	13,103.34	59.06
157	10,492.22	11,023.38	11,581.44	12,167.76	12,783.75	13,430.93	60.53

AUSD Fiscal Services January 28, 2026

Source: Munis Salary Tables, Effective Date 07/02/2025
12 month Grade Rank/Paybands XX45

Antioch Unified School District
Evaluation Report for Classified Employees

Employee Name: First/Last | Status: Other | Report Date

Classification | Location | Evaluation Type: 3 month

Rating Check List Immediate Supervisor marks each applicable factor

Meets Standards **Knowledge of Work:** Knowledge and understanding of all phases of this job

Meets Standards **Quality of Work:** Accuracy; Thoroughness; Neatness

Meets Standards **Quantity of Work:** Total Output; Meets deadlines

Meets Standards **Attendance and Punctuality:** Compliance with assigned hours of work/schedules

Meets Standards **Use of Time:** Planning; Organizing; Prioritizing

Meets Standards **Job Approach:** Attitude: Accepts directions and suggestions openly; willing provides assistance to others; Interest; Effectiveness under stress; Adaptability; Dress appropriate to job function.

Meets Standards **Responsibility and Dependability**: Attends to duties in absence of supervisor; Follows oral written directions; concerned with safety factors; Follows through.

Meets Standards **Initiative:** Amount of guidance required; Use of own ideas and procedures.

Meets Standards **Personal Relationships:** Tactful, courteous, positive; Self-controlled; Works effectively with public; Cooperates/coordinates with others; Uses discretion in discussing sensitive matters; Knows when and how to refer problems to authority.

Supervisory Ability: (Only for employees who supervise others) Plans and directs the work of others.

Meets Standards **Summary Evaluation:** Overall performance.

Record **Strengths** and **Superior** performance:

Record **Progress Achieved** in attaining previously documented goals:

Record specific **Goals** to be achieved during the next evaluation period:

Record specific work performance **Deficiencies** requiring improvement or correction. Document the **Improvement Plan** or **Steps** to be taken to address those deficiencies. (Include measurable steps to attain improvement):

Deficiencies:

Improvement Plan or **Steps** to address deficiencies:

Signatures:
It is understood that in signing this form the employee acknowledges having seen and discussed the report. The employee's signature does not necessarily imply agreement with the conclusions of the supervisor. It is also understood that the employee has the right to submit written comments which will be attached to this evaluation, provided such written comments are submitted within 10 (ten) working days of receipt of this evaluation.

Signature of Employee_____Date_____

Signature of Immediate Supervisor_____Date_____

Signature of Dept Head or Principal_____Date_____

Signature of HR Director_____Date_____

APPENDIX C

TRANSPORTATION ROSTER

1. The physical arrangement of the roster will be:

    a. Date
    b. Driver's name
    c. _____ hours actual
    d. Schedule Credit
    e. Accumulated credit
    f. Rotation number

2. Each calendar day starting from the opening of the regular school year will be open for field trip scheduling.

3. Drivers will be listed on the roster in order of seniority.

4. The drivers' normal assigned hours will be shown. The actual elapsed time for the field trip/extra work will be entered under the appropriate date. Estimated trip time may be entered in parenthesis ( ) in line "b" (driver's name). This would be for temporary use until actual hours are known.

5. Schedule credit for any given field trip/extra work will be calculated from the elapsed time of the trip. Credit will be calculated to the nearest one-half (1/2) hour. Those hours between a driver's normal assigned workday and eight (8) hours will be straight time. Over eight (8) hours and overtime days credit will be calculated as one and one-half (1-½) times actual hours.

6. Accumulated credit is the summation of schedule credits starting with the beginning of the regular school year.

7. Drivers will be assigned a rotation number based on seniority for the purpose of assigning trips/extra work for the following week.

Appendix D

ANTIOCH UNIFIED SCHOOL DISTRICT
Antioch, California

NOTICE OF GRIEVANCE No. _____

Complete form and submit to appropriate level Administrator:

1. _____
Last Name First Middle

3a. _____ 3b. _____
Work Location Job Classification

2a. Date commenced: _____
2b. Date closed: _____
2c. Home phone: _____
2d. School phone: _____
2e. Cell phone: _____

4. I authorize the following individual(s), Association, or representative(s) to assist in representing me at each step of the grievance. (The name of the association conferee is subject to change.)

- ☐ CSEA
- ☐ AEA
- ☐ Other Designee(s) List name(s): _____
- ☐ Represented by self.

_____
Signature of Aggrieved

5. Specific contract provisions alleged to have been violated, misinterpreted or misapplied:

_____
_____
_____

6. Circumstance(s) of the grievance (a concise statement concerning the alleged violation, misapplication, or misinterpretation with dates, names, and places as appropriate):

_____
_____
_____
_____
_____

7. Statement of the remedy(s) desired: _____
_____
_____

8. Record of processing:

Filed with:	Name/Title of Administrator	Date Received
Step I	_____	_____
Step II	_____	_____
Step III	_____	_____

Distribution: White-Supervisor Green-AEA or CSEA President Canary - Personnel Pink- Employee Goldenrod-AEA orCSEA Regional Office

Letter of Agreement between
Antioch Unified School District and
California School Employees Association Chapter 85
(Re-titled and Re-signed ~~November 10~~ December 3, 2008)

Employee Assistance Fund

The District agrees to allocate a total of $7,500 annually to be distributed in support of individual employees in difficult circumstances. The CSEA president and two other members of the CSEA executive board will meet with the Human Resources Officer as the need arises to determine amount and appropriateness of the assistance.

If the designated funds are not fully expensed during a fiscal year, the amount remaining in the account will be rolled over into the next fiscal year. If at such time the balance in the account is in excess of $20,000, the district and the association will meet to discuss the viability of the account and other options for employee assistance. At no time shall the district be obligated to hold more than $22,500 in a special account for employee assistance.

The District and CSEA agree to work together in meeting the needs of the employees.

For the District

Human Resources Officer
~~Suzanne Pfeiffer~~ 12/3/08 Date

For the Association

Association President
Erik Pitschner 12/03/08 Date

Memorandum of Understanding
Between
Antioch Unified School District
And
California School Employees Association and it's Antioch Chapter #85
Regarding the
Custodial Training Stipend

In the interest of promoting harmonious labor relations between the parties, Antioch Unified School District ("District") and California School Employees Association and it's Antioch Chapter #85 ("CSEA"), and collectively the ("Parties") agree as follows:

The District recognizes the importance of employees acquiring the knowledge and skills necessary to fulfill their responsibilities to contribute to the learning and achievement of students. The District would like to incentivize those employees who assist colleagues in acquiring new skills and abilities and/ or to re-train employees who need support.

1. The following classifications are eligible for the Custodial Training Stipend:
   Custodian
   Custodian – School Services Building
   Head Custodian I, II, III

2. All interested CSEA employees in the above classifications will submit a Letter of Interest to the Custodial Supervisor expressing interest in becoming a trainer. The Custodial Supervisor will collaborate with Human Resources to confirm eligibility. To receive an invitation to interview, employees shall have an "exceeds standards" overall rating on their most recent performance evaluation. Employees should not have any written disciplinary action within the last two years. Priority will be given to employees who have a 90% positive attendance rate. District approved leaves will be excluded.

3. Selected trainers will receive a Two-Hundred Fifty ($250) monthly custodial stipend each month they are assigned to a trainee. The trainer shall complete at minimum one two-day training session with at least one trainee within a singular pay period (i.e May 6th – June 5th). To receive payment, the trainer will submit the custodial sign off sheet confirming training activities and submit a monthly payroll voucher.

4. The Custodial department may not have more than five (5) employees receiving the stipend at a time. Selected trainers may not currently be working in an out of class (outside of eligible classifications) or modified duty assignment or be on a long-term leave of absence.

5. This agreement is not intended to set a precedent for any purpose in the future.

6. This agreement will sunset on June 30, 2026 unless mutually agreed by the parties to extend or alter the agreement.

7. The undersigned represents that the "Parties" have read and understand the terms and/or conditions of this document.

8. This agreement is otherwise subject to all provisions of the Parties collective bargaining agreement.

Entered this 26th day of June 2025 at Antioch, California.

For CSEA:

Brian Atkinson, CSEA #85 Chapter President

7/16/2025

Michael Pineschi, CSEA Labor Representative

For Antioch Unified:

Carrie Wells, Acting Chief Human Resource Officer

Detwarn Buntun, Director of Classified Personnel

AUSD COUNTERPROPOSAL TO CSEA
2025-2028 SUCCESSOR CONTRACT NEGOTIATIONS

November 24, 2025

The Proposal/Response presented to CSEA on November 21, 2025 was a package proposal for Salary and Health Benefits, and not open to partial acceptance. This Proposal/Response is also a package proposal presented to the District ~~CSEA~~ regarding both Salary and Health Benefits, and not open to partial acceptance.

The District and CSEA Agree to ~~proposes~~ the following:

Article 8 – Pay and Allowances
Section 8.1
For the 2025-2026 school year, effective January 1, 2026, the 2024-2025 salary schedules in the Collective Bargaining Agreement shall be increased by 1.50% ~~2.0%. A one time, off schedule payment equal to 0.5% of annual~~ base wages ~~will be paid to each employee who is in paid status at the time of ratification by the Board.~~ The parties agree to reopen only salary in Article 8 and up to one other article aside from Article 10 for each of the 2026-2027 and 2027-2028 school years.

~~Section 8.1.1~~ ***For the 2025-2026 school year,** If any employee group (AEA, AMA) receives any additional compensation, CSEA shall be paid the same percent, terms, or increase as follows:

1) Percent to percent on any increase(s) other employee group (AEA, AMA) receive on salary, additional stipends, additional step increases, longevity, or as one-time payments; and
2) The same increase(s) or terms other employee groups (AEA, AMA) receive on health and welfare benefits.

***This language will remain in a separate MOU.**

Article 10 - Health and Welfare Benefits
Upon completion of negotiations the District and CSEA agree to the following:

1. Effective January 1, 2026, the District will continue its current employer contribution for health benefits at the 2026 Kaiser Medical rates, and for dental coverage at the 2026 rates, which shall become the new maximum contribution for 12 months, through December 31, 2026.
2. Effective January 1, 2027, the District will continue its current employer contribution for health benefits at the 2027 Kaiser Medical rates, and for dental coverage at the 2027 rates, which shall become the new maximum contribution for 12 months, through December 31, 2027.
3. Effective January 1, 2028, the District will continue its current employer contribution for health benefits at the 2028 Kaiser Medical rates, and for dental coverage at the 2028 rates, which shall become the new maximum contribution for 12 months, through December 31, 2028.
4. The Parties agree to update Article 10 with this information.

AND

The Parties agree to establish a District Health Plan Committee comprised of representatives from both represented bargaining units by a separate MOU to pursue alternatives to reduce health benefit costs. The District Health Plan Committee would convene 60 days at the completion of labor negotiations.

~~The District declines all other proposals and counters related to salary and health benefits, and proposes the status quo.~~

Upon completion of negotiations, this Proposal/Response and all other Articles agreed upon, shall be memorialized in one Tentative Agreement to be ratified by the unit and approved by the Board, with the full support of both negotiating teams. ~~The contract will be updated accordingly with the terms and language enumerated in this MOU.~~ **The contract will be updated to include the terms and language outlined** ~~in this MOU~~**, with the exception of the Me Too clause, which will remain in a separate MOU.*** The Tentative Agreement and article 27 -Duration will state that all other articles shall remain closed during the 2026-2027 and 2027-2028 school years, except for ~~salary in~~ Article 8 and one other article each school year aside from Article 10, as stated above.

The parties will work together creating a separate MOU for the creation and implementation of a bilingual stipend for employees who use more than one language on a regular basis in the course of their work, and do not have bilingual requirements in their job description.

The parties will also review future participation in the California Classified School Employee Summer Assistance Program as way to offer more to employees who work 11-months a year or less.

CSEA

CSEA

CSEA

CSEA 11/24/25

CSEA 11-24-25

CSEA 11-24-25

AUSD

AUSD

Antioch Unified School District
510 G Street * Antioch CA 94509-1259
Ph: (925) 779-7500 x55500 * Fax: (925) 779-7518

Commissioners:
Diane Ahlborn
Wanda Hom
Tony Tiscareno

Director-Classified Human Resources
Personnel Commission
Detwarn J. Buntun, M.Ed

Memorandum of Understanding
Between
Antioch Unified School District
And
California School Employees Association and its Antioch Chapter #85

In the interest of promoting harmonious labor relations between the parties, Antioch Unified School District ("District") and California School Employees Association and its Antioch Chapter #85 ("CSEA"), and collectively the ("Parties") agree as follows:

1. The "District" received a Grievance dated February 4, 2026 for alleged violations of CSEA Contract Article 21.1, 21.2 and 21.3 regarding contracting out bargaining unit work in connection with the District's laptop project, including associated receiving, unboxing, labeling/tagging, inventorying, staging, storage, and distribution work.

2. The "District" agrees appropriate notification to "CSEA" before contracting out work pursuant to Article 21.2 did not occur and acknowledges that the Chapter was not provided the ten (10) days advance notice required by Article 21.2.

3. The "Parties" acknowledge the "District" asserts this specific laptop project was funded through bond proceeds and that the "District" relied on that funding source in determining how portions of the work were performed. "CSEA" does not agree that the funding source resolves whether the work at issue constituted bargaining unit work under Article 21, nor does "CSEA" admit that the project did not "might affect" wages, hours, transfer, or reassignment within the meaning of Article 21.2. The "Parties" agree to resolve the grievance identified in Paragraph 1 as a non-precedential settlement for this specific laptop project only.

4. The "District" will offer work related to this laptop project internally to qualified "CSEA" bargaining unit members to assist, or in place of contractors if possible -given workloads, deadlines, and particular needs of the District for the duration of this agreement. The "District" retains its rights as outlined in Article 26.1.3

5. Nothing in this Agreement shall be interpreted to mean that bond-funded project work cannot be performed by bargaining unit employees where legally permissible and consistent with the CBA.

6. The "District" agrees to comply with Article 21.2 and will send communication to management personnel to remind them of the requirement to provide the chapter at least ten (10) days advance notice prior to contracting out work. The "District" retains the right to contract out work deemed an emergency and will provide notification to "CSEA" as soon as possible. For future projects, including bond-funded or technology-related projects, the District will provide notice sufficiently in advance to allow "CSEA" to request bargaining (request within 5 working days) over negotiable impacts and effects and to discuss assignment of bargaining unit work.

7. Before contracting out work, the "District" will first evaluate whether all or part of the work can be performed by existing qualified "CSEA" bargaining unit members consistent with the CBA and operational needs. If the District determines outsourcing is necessary, it shall notice "CSEA" regarding the basis for that determination and the impacts and effects.

8. For purposes of resolving the grievance identified in Paragraph 1 "CSEA" agrees that the "District" may complete contracting out for portions of the specific laptop project during the remainder of the 2025–2026 school year, subject to the terms of this Agreement.

9. Any agreement permitting or resolving the "District" contracting out of work related to the laptop project is limited to the 2025–2026 school year and shall expire automatically on July 31, 2026.

10. This agreement shall not be construed as a waiver of any rights granted to both "Parties".

11. This agreement is not intended to set a precedent for any purpose in the future.

12. The undersigned represents the "Parties" have read and understand the terms and/or conditions of this document and upon signing, "CSEA" will withdraw the grievance identified in Paragraph 1 as to the specific laptop project described in this Agreement.

Entered this 25th day of February 2026 at Antioch, California.

Detwarn Buntun

Detwarn Buntun, Director Classified Human Resources

Brian Atkinson

Brian Atkinson, CSEA #85 President

Michael Pineschi Date: 3/5/2026

Michael Pineschi, CSEA Labor Relations Representative

Counter – CSEA to AUSD
3/23/2026

MEMORANDUM OF UNDERSTANDING

IMPACT AND EFFECTS OF CLASSIFIED LAYOFFS

BETWEEN

ANTIOCH UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND IT'S ANTIOCH CHAPTER 85

1) The parties will follow all layoff procedures and guidelines within Article 17 – Layoff and Recall from Layoff in the collective bargaining agreement unless otherwise specified herein.
2) The District shall not transfer CSEA unit work out of the bargaining unit performed by laid off bargaining unit members to certificated, confidential, management, or supervisory employees, contractors, volunteers, short term, substitute employees, or students.
3) The District shall not eliminate entire classifications without separate negotiations regarding the **decision when applicable,** impacts, and effects of such a decision.
4) The Paraeducator III positions will not receive a preliminary notice of layoff and the parties will begin negotiations related to potential reduction of hours of Paraeducator III positions as soon as possible.
5) The District shall not subcontract out the bargaining unit work performed by laid off bargaining unit members or bargaining unit members who have suffered a reduction in hours. The District shall not expand the contracting out of any work currently performed or contracted out for other services which could be performed by bargaining unit employees or could result in the layoff of bargaining unit employees. Exceptions may be made when CSEA and the District mutually agree that the scope of a project exceeds the capacity of district employees.
6) Laid off bargaining unit members may volunteer to transfer to a classification of a same or lesser range or demotion into a lower classification in which they have not worked if the position is vacant and if they meet the minimum qualifications. Laid off bargaining unit members who take such voluntary demotion into different class shall remain on the reemployment list for the classification from which they were demoted or preserve their return rights for an additional twenty-four (24) months. At the unit member's option, they may be returned to a position in their former class or to positions with

increased assigned time as vacancies become available, except that they shall be ranked in accordance with their seniority on the re-employment list. If a unit member is laid off and subsequently rehired into a position in a lower class or with lesser hours than their position at the time of layoff, they shall be afforded the sixty-three (63) months of rehire rights calculated from the original date of layoff.

7) In accordance with the Tucker v. Grossmont decision, if there is a vacant classified position and there are no laid-off or reduced employees who have bumping rights to that position, then the most senior employee on any reemployment list has the right to the position, provided they meets the minimum qualifications as per the job description at the time the position becomes vacant, even if they has never previously held that position (i.e. priority consideration for any vacancy for which a laid off employee qualifies in accordance with Education Code section 45298).
8) Each employee who is laid off shall be offered employment as a substitute on a seniority basis in any job classification in the District for which the employee meets the minimum qualifications. Employees must notify the District of any job classification (other than the classification from which the employee was laid off) in which the employee seeks to be considered for employment as a substitute.
9) The District intends to follow this timeline sequence regarding layoffs:
   a) February 18, 2026: Board to approve the proposed Reduction in Classified Services Resolution.
   b) The District will follow layoff procedures according to Ed Code 45308 and the CSEA Collective Bargaining Agreement.
   c) The District will determine which classified employees are affected by the layoff and who have bumping rights. These employees will be invited by email to a meeting held at the District Office with HR and a CSEA representative that will occur during the month of March, 2026
      i) At this meeting the employee will be presented with their options of job classifications and sites they can bump into. The affected employees will be given a list of positions (location, department, FTE, work year, work hours, position number) of which they currently or previously held and have bumping rights. The District's Human Resources Department must receive the employee's signed selection form no later than 4pm of the next business day. Should the employee not have the ability to sign electronically an option to sign in person will be provided.
   d) By March 13, 2026, affected employees will be notified if they will be laid off or bumped into a new position, effective July 1, 2026, and will be informed of their right to a hearing in accordance with the requirements of the Education Code. Employees

must request a hearing within 12 calendar days of receiving the notice. If an employee does not request a hearing, the employee foregoes their right to a hearing.

e) Between 3/6/2026 and the final Board Resolution in May; the Parties will meet and negotiate over other identified impacts and effects, possible savings and alternatives to layoff, and other potential ideas to lessen the impacts upon classified employees, students, and the community.

f) The District will keep CSEA informed if and when positions are rescinded from the layoff list and work to inform employees as soon as possible with such information.

10) An employee may elect layoff in lieu of exercising bumping rights without losing any reemployment rights provided by this section.

11) The District will comply with PC 200.1.9 regarding unemployment claims for those affected by layoffs or reduced hours.

12) The District will provide CSEA with a final list of the placement of the affected bargaining unit members and all communication sent to affected bargaining unit members.

13) It shall be the responsibility of employee who relocates to advise the district of their correct contact information (address, phone number and email address etc.).

14) Re-employment offers shall be made by phone or email with a 10-working day timeline for the laid off bargaining unit member to respond to the District. They may refuse an offer without affecting their status or order of seniority if the offer is for a position at a lesser pay range, hours, or work year from the position from which they were laid off.

15) Reemployment to an open position shall be offered in reverse order of layoff, regardless of the hours per day in the former position.

16) An employee on reemployment list may decline three (3) offers of reemployment in their former classification. After the third refusal, employee may inform the district if they wish to be removed or remain on the list. No employee shall be removed from the reemployment list, unless a voluntary resignation or dismissal from the district occurs during the entitlement period.

17) Laid off bargaining unit members shall have the right to apply for promotional positions as an in-house applicant and use their bargaining unit seniority therein for a period of thirty-nine months following layoff.

18) Laid off bargaining unit members who are rehired within thirty-nine (39) months shall have all contractual rights and benefits (i.e. longevity, professional growth, sick leave, etc.) reinstated as though the employee had never been laid off.

19) With advance notice to their supervisor, laid off bargaining unit members will be allowed to utilize Personal Necessity Leave pursuant to the Collective Bargaining Agreement for the purpose of seeking other employment. All affected employees will be able to use all Personal Necessity Leave not to exceed 2 days.

20) Medical benefits continued through the end of July, 2026, thereafter COBRA will be offered as needed.

21) The supervisor may provide a laid off bargaining unit member with a letter of recommendation upon request of the employee.

22) Nothing in this MOU shall be construed as relinquishing any rights already established in the Education Code or Contract.

23) Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure provide outlined in the parties' collective bargaining agreement.

The parties agree that the provisions outlined herein become effective upon ratification. The terms of this agreement will be considered non-precedent setting. Any language or procedures within this agreement that conflict with the contract will be reviewed by both parties with this agreement taking precedent. All provisions of this agreement are subject to the negotiated grievance procedure, including binding arbitration.

The signatures below acknowledge full understanding and agreement with the provisions contained herein.

CSEA

Michael Funeseke

Antioch Unified School District

Camille Johnson 3/23/24

Memorandum of Understanding
Between
Antioch Unified School District
And
California School Employees Association, and its Antioch Chapter #85
RE: Article 19.6.1

In the interest of promoting harmonious labor relations between the parties, Antioch Unified School District ("District") and California School Employees Association Chapter #85 ("CSEA"), and collectively the ("Parties") agree as follows:

1. Training requirements for renewal of California Special Driver Certificates are as follows: For school bus or school pupil activity bus drivers, a minimum of 10 hours of in-service instruction during each 12-month training period. A training period is defined as that period of time between birthdays for an applicant; a training period may be as short as one day in length but may not exceed 12 months. During the last training period of certificate validity, the 10 hours of training must be renewal classroom instruction.

2. The district will provide In-service/renewal classroom training that shall take place during regular department hours at no loss of pay or benefits to Bus Drivers.

3. All classroom/ Inservice hours required of Bus Drivers (10) for the renewal of school Bus Drivers' certificates shall be compensable at the appropriate regular or overtime rates.

4. During the renewal year, one hour of test preparation may be given by an instructor, at the request of the driver and the availability of the instructor, after classroom instruction and shall be compensated at the appropriate regular or overtime rates.
    a. Test Preparation may include Student Loading/unloading, escorted stops, railroad crossing procedures, hill starts, 3 point turns and any other skills level from the California School Bus Driver's Instructor's Behind The Wheel Guide.

5. Inservice/Pre-Trip practice may be done at no cost to the district.

6. All time spent driving a bus to renew school bus certificates shall be compensated at the appropriate regular or overtime rates once every five years not to exceed two hours and thirty minutes unless authorized by the Director or their designee.

7. Cost associated with the School Bus Certificates and/or written CHP test will be reimbursed at the going rate.

This language will be included in the CSEA contract during the 2026-2027 negotiation cycle.

Entered this 11th day of June 2026 at Antioch, California.

For AUSD:

For CSEA:

Michael Pinnock

DEFINITIONS

APPEAL: A protest by an employee relative to an administrative action (actually or potentially) detrimental to the employee.

APPLICANT: A person who has filed an application to participate or compete in the District's selection process.

APPOINTING AUTHORITY OR POWER: The Board of Trustees or its designee, and the Personnel Commission when referring to Commission employees and positions.

APPOINTMENT: The official act of the appointing authority in approving the employment of a person in a specific position.

ASSIGNMENT: Placement of an appointee in a position. It also refers to the position to which the employee is placed.

ASSIGNMENT BASIS: The portion of the year for which employment is authorized for a specific position or class.

BUMPING RIGHTS: The right of an employee, under certain conditions, to displace another employee with less seniority in the class.

DEMOTION: A change in assignment of an employee from a position in one class to a position in another class, which is allocated to a lower maximum salary rate.

DIFFERENTIAL OR DIFFERENTIAL PAY: A salary allowance in addition to the basic salary rate or schedule, based upon additional skills, responsibilities, or specifically scheduled working hours. It also relates to the size of the interval(s) between steps on a salary range and/or the salary rates (ranges) of related classes.

DISCHARGE OR DISMISSAL: Separation from the classified service for cause in accordance with the Rules and Regulations of the Personnel Commission. Requires action by the Board of Trustees.

ELIGIBILITY LIST: A rank order list of the names of persons who have qualified for possible employment through one of the District's competitive examination processes.

EMERGENCY APPOINTMENT: The assignment of an individual to a regular classified position for a period of time, not to exceed fifteen (15)

working days, in order to prevent the stoppage of public business when persons on an eligibility list are not immediately available.

EMPLOYEE: A person who is legally an incumbent of a position, or one who is on an authorized leave of absence.

EMPLOYMENT LIST: A List of names from which certification(s) may be made. The term includes eligibility lists, re-employment lists, as well as lists of individuals who wish to be transferred, demoted, reinstated or reemployed after resignation, or those who wish to be reinstated to a former class after voluntary demotion or reduction to limited-term status.

EXAMINATION: The process of testing and evaluating the fitness and qualifications of applicants.

FULL-TIME POSITION: A position for which the assigned time, when computed on an hourly, daily, weekly, or monthly basis, is equal to or greater than eighty-seven and a half percent (87.5%) of the normally assigned time of the majority of employees in the classified service of the District.

GRIEVANCE: An alleged violation, misinterpretation or misapplication of the express terms of this agreement, which adversely affects one or more employees.

HEARING: A formal review of evidence, in the presence of the parties involved, in connection with an action affecting an employee; concerning which the employee has filed an appeal.

HIRE DATE: Date of original or most recent employment with the District.

INCUMBENT: An employee assigned to a particular position within a class.

LIMITED TERM: A length of time not to exceed six (6) months or in the case of an appointment in lieu of an absence employee, not to exceed the authorized absence of said employee.

LIMITED-TERM EMPLOYEE: An employee who is serving as a substitute for a regular employee or serving in a position established for a limited and specified period of time not to exceed six (6) months.

PART-TIME POSITION: A position for which the assigned time, when computed on an hourly, daily, weekly or monthly basis, is less than eighty-seven and a half percent (87.5%) of the normally assigned time of the majority of employees in the classified service.

PERFORMANCE EVALUATION: An ongoing process to review an employee's job performance and make positive suggestions for improvement in appropriate areas.

PERMANENT POSITION: A position established for a continuing and indefinite or unlimited period of time or for a fixed period of time in excess of six (6) months.

POSITION CLASSIFICATION: The process of categorizing jobs by occupational group, series, class and grade; according to similarities and differences in duties, responsibilities and qualification requirements.

PROBATIONARY PERIOD: A trail period of paid service (excluding days absent for illness or injury) following appointment to a permanent position from an appropriate eligibility list. One (1) ten (10) hour workday shall be the equivalent of one and one-quarter (1.25) days (five (5) days of eight (8) hours is the equal to four (4) days of ten (10) hours).

PROMOTION: A change in the assignment of an employee from a position in one class to a position in another class with a higher maximum salary rate.

PROMOTIONAL LIST: An eligibility list resulting from a promotional examination limited to qualified employees of the District.

PROVISIONAL APPOINTMENT: A temporary appointment of a person to a permanent or limited-term position which is made in the absence of an appropriate eligibility list for a period of time not to exceed (90) working days except in specified circumstances.

RANK/RANKING: Candidates' placement on an eligibility list.

REEMPLOYMENT: Return to duty of a former employee who has been laid off. Also applies to former employees of the District who are returned to duty for limited periods of time following their retirement(s).

REEMPLOYMENT LIST: A list of names (in rank order of seniority) of persons who have been laid off from permanent positions by reason of a

lack of work, lack of funds, abolishment or reclassification of positions, exhaustion of illness or accident leave privileges, or other reasons specified in the Rules and Regulations of the Personnel Commission, and who are eligible for reemployment without examination in their former class or classes (within a period of thirty-nine months following the date of layoff).

REGULAR APPOINTMENT: An appointment made from an eligibility list to fill regular full-time or part-time position vacancy.

REGULAR EMPLOYEE: A person (employee) who has probationary or permanent status with the District.

REGULAR STATUS: Probationary or permanent status in the classified service of the District.

REHIRE DATE: The date of most recent regular employment with the District.

REINSTATEMENT: A reappointment of a former employee, within a period of 39 months following the day of their resignation, without examination, to a position in one of the person's former classes, or in a related former class. Such reappointment requires the District to restore all rights and benefits earned by the person prior to the resignation.

RESIGNATION: Voluntary termination by an employee of their employment.

SALARY ANNIVERSARY DATE: The date on which an employee is granted an earned salary increment.

SALARY RANGE: A series of consecutive salary steps that comprise the rates of pay for a classification. A salary range usually consists of six (6) steps for bargaining unit employees.

SALARY SCHEDULE: The complete list of ranges, steps, and rates of pay for the classified service, often referred to as the salary matrix.

SENIORITY: Status secured by length of service (in classification) to which certain rights attach; including, but not limited to, the calculation of extra points for employees taking promotional examinations, and for determining the order of layoff when positions within a classification are eliminated.

SEPARATION: Leaving one's employment with the District. This term includes resignation, dismissal, layoff, retirement, etc. The ending of all status as an employee.

STATUS: The employee's present standing in the classified service, e.g., temporary, limited-term, probationary, permanent, etc.

STEP ADVANCEMENT: Movement to a higher step on the salary range for the class as a result of having served the required number of months in that class during the preceding twelve (12) months; until the maximum step (usually the sixth (6^{th}) step) has been achieved.

SUBSTITUTE EMPLOYEE: A person who is temporarily occupying a regular position during the absence of the incumbent.

SUSPENSION: An enforced absence of an employee without pay for disciplinary purposes, or pending the outcome of an investigation of charges that have been filed against the employee.

TEMPORARY: Employment on the basis of other than permanent or probationary status.

TRANSFER: The reassignment of an employee without examination from one position to another position within the class, or to a position in a similar or related class having the same salary range.

WAIVER: The voluntary relinquishment (by an eligible) of a right to be considered for appointment from an employment list to one or more position locations, or for a specified or unlimited period of time (not to exceed the limited duration of the employment list).