

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE


DELHI UNIFIED SCHOOL DISTRICT

AND

**CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION
CHAPTER 234**


July 1, 2021 – June 30, 2024

FOR THE DISTRICT:



Jay Serratore,
Superintendent
Delhi Unified School District

FOR CSEA:



Dustin Michalec,
President
CSEA Chapter 234

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, DELHI CHAPTER 234,
COLLECTIVE BARGAINING AGREEMENT WITH DELHI UNIFIED SCHOOL DISTRICT

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ARTICLE 1- AGREEMENT

This agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 of the Government Code, (hereinafter the Act). This agreement shall remain in full force and effective July 1, 2018 through June 30, 2021 This Agreement shall continue until a new agreement is reached, or until the impasse procedures of the Rodda Act are exhausted, whichever comes first. The articles and provisions contain herein constitute a binding agreement.

The contract is closed for the 2021-2022 school year. Each party may open 2 articles, with the exception of salary and health and welfare benefits for 2022-2023 school year. For the 2023-2024 school year, each party may open 2 articles, plus wages and benefits for effect in fiscal year 2023-2024.

ARTICLE 2 – RECOGNITION

The District and the Association hereby acknowledge that the California School Employees Association, Delhi Chapter #234 is the exclusive bargaining representative for classified employees, as listed in Appendix A, with the exclusions as specified below:

EXCLUSIONS:

All Management, Confidential, Certificated, Supervisory, Short-Term and Substitute employees as defined in the Government Code.

All newly created classified positions shall be negotiated with the association prior to the determination of assignment to an employee group.

Substitute, temporary, and short-term employees, employed and paid for less than 75 percent of a school year, professional experts employed part-time and part-time college students employed through a college work-study program shall not be part of the association membership and are not subject to the procedures for disciplines set forth in this collective bargaining agreement.

Disputed cases shall be submitted to the Public Employees Relations Board for Resolution.

ARTICLE 3 –NON DISCRIMINATION

The District and the Association agree that neither shall discriminate against an employee in the bargaining unit in the application of this agreement because of the unit member's political opinions or affiliations, or because of race, national origin, religion, or to the extent prohibited by law, age, sex, sexual orientation, physical handicap or marital status.

Furthermore, it is agreed that no unit member shall be discriminated against for his/her exercise in union activities.

ARTICLE 4 –DISTRICT RIGHTS

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control the affairs of the District to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct work of its employees; determine the times and the methods and means of providing them; establish its goals and objectives; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operation; establish budget procedures and determine budgetary allocation; determine the methods of revenue.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the extent such specific and express terms are in conformance with law.

ARTICLE 5-ORGANIZATIONAL RIGHTS

Space will be made available in a place routinely frequented by unit members for the posting of Association business (meeting notices, bulletins, etc.).

The District authorizes the Association to use school and other District mailboxes after notifying the Superintendent or designee. The District authorizes the Association to utilize the school district mail and e-mail system for the purpose of distributing information to bargaining unit members.

The District authorizes the Association to use the District's buildings at times other than normal working hours or hours of student instruction as long as the Association submits the appropriate form to the immediate supervisor of the building.

The District authorizes the Association to use institutional equipment necessary for the reasonable functions of its business with the following stipulations:

- a) The Association intends to use approximately 3 reams of paper per year;
- b) The Association will purchase its own paper (either from the District or a private supplier);
- c) That equipment usage fee be set at \$24.00 per year (based on a charge of 2c per page).

The Association agrees to leave the buildings and/or equipment used in a clean and orderly condition.

The district agrees to grant CSEA Chapter 234 reasonable access to District facilities in its performance of representation.

The District agrees to supply the CSEA Chapter 234 with a Seniority roster of the bargaining unit members upon the effective date of this agreement with annual updates as of September 30th of each year.

The District agrees that the Association has the right to examine upon request, copies of any and all written public reports, funding applications, and other documents submitted to any other governmental agency; and the right to receive upon request the agenda for the monthly Board meetings.

The District agrees to consider release time to two (2) Association delegates to attend the Annual Conference of the Association. The Association agrees to reimburse the district for the cost of any substitutes required for such release time upon receipt of an invoice.

Association members shall be allowed to have payroll deductions for any bona fide program of CSEA as it relates to dues, credit union, insurance and any other Association approved plans. Requests must be made in writing at least one month in advance.

ARTICLE 6 – REPRESENTATION

The District agrees to grant reasonable release time to one (1) Association official to perform services directly involved conducting union business, as long as the release time does not negatively impact the health and safety of students. Release of union officials may be expanded in certain situations by mutual agreement between the parties.

For release time beyond one full work day in length, the District shall grant, upon written request of the Association, with at least two (2) weeks' notice, a reasonable leave of absence in accordance with SB 1085.

The Association shall reimburse the District for all compensation paid to the employee on leave. Reimbursement to the District shall be made on or before thirty (30) days after the receipt of the District's invoice, certifying payment of compensation to the unit member.

At the conclusion of such a leave, the steward or representative shall have a right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, as substantially similar position without loss of seniority, rank, or classification.

The representative, if requested by the unit member, will attend meetings with the administration.

Upon ratification of this Agreement, the Association agrees to provide the District with a list of chapter officers.

CSEA Chapter 234 further agrees to provide the District with a current list in the event of changes.

A representative of the Association shall, with written approval of the unit member, be allowed access to the unit member's personnel files and have the right to obtain copies of material contained therein.

ARTICLE 7 – PERSONNEL FILES

The policy of the District with respect to the maintenance of personnel files is based on applicable Education Code Sections which follow:

Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for inspection of the person or his/her designee involved.

Such material is not to include ratings, reports, or records which:

- 1) Were obtained prior to the employment of the person involved (i.e.: reference checks)
- 2) Were prepared by identifiable examination committee member, Or,
- 3) Were obtained in connection with a promotional examination.

Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District, or pursuant to the Grievance Article of the Contract.

Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter and have attached to any such derogatory statement, her/his own comments thereon such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose.

There shall be one file on each unit member which shall be recognized as her/his official Personnel file, and it shall be maintained in the Human Resources Office.

The Supervisor shall confer with the unit member within ten (10) working days of learning of any matter which might warrant placement of an entry into the employee's personnel file.

Materials arising from third-party complaints shall be handled according to Board Policy and may only be included in the unit member's Personnel File when handled accordingly.

All derogatory materials older than two (2) years will be maintained and referenced per California Education Code.

ARTICLE 8 – PROFESSIONAL DUES OR FEES

A. PAYROLL DEDUCTIONS: An employee who is a member of the recognized Association or who has applied for membership may authorize the Delhi Unified School District to deduct membership dues and other general assessments of that Association. Authorization will be on a year-to-year basis unless revoked in writing with the Association. The Association will notify the District within thirty (30) days of their receipt of the revocation. Dues deductions will be on a tenths basis. Deductions for unit members who sign such authorization after the start of the year will be prorated for that portion of the year remaining (exception being only if unit member agrees otherwise).

ARTICLE 9 – HOURS AND OVERTIME

- A. **WORK WEEK:** Full time workweek shall consist of five (5) consecutive days, of eight (8) hours per day, forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

All hours worked in excess of the eight (8) hours per day or forty hours per week, shall be compensated at rate of pay equal to time and one-half the regular rate of pay of the unit member. Overtime is defined to include any time worked in excess of eight (8) hours per day or forty (40) hours per week whether such hours are worked prior to or subsequent to the assigned working day. Assignments of less than full-time may be made by the District. Employees working more than four (4) hours per day, five (5) consecutive days shall be compensated at one and one half (1½) times the regular rate of pay of the employee for work performed on the sixth (6th) or seventh (7th) consecutive day. Employees having an average work day of less than four (4) hours during a work week shall, for any work required to be performed on the seventh (7th) day following commencement of his/her work week, be compensated for at a rate equal to one and one half (1½) times the regular rate of pay of the employee. (Education Code 45131)

- B. **WORKDAY:** The length of the workday shall be designated by the District for each classified assignment covered by this agreement in accordance with the provisions set forth in this article. Each unit member shall be assigned a fixed regular, and ascertainable minimum number of hours. The District may reduce assigned time provided that the reduction is treated as a layoff.
- C. **WORK YEAR:** A work year for twelve (12) month employees is 260, 261 or 262 days, depending on how weekends fall throughout the year.
- D. **ADJUSTMENT OF ASSIGNED TIME:** A classified employee who works a minimum of 30 minutes per day in excess of his/her part-time assignment for a period of 20 consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 45136 of the Ed Code.

When employees are assigned extra hours as a result of substituting, all pay and benefits will return to original status when the unit member returns to his/her original hours.

- E. **LUNCH PERIODS:** Unit members who work 5.99 hours or more shall be entitled to an uninterrupted, uncompensated, lunch period of at least thirty (30) minutes, but no more than one (1) hour. The District will schedule the lunch period at or about the midpoint of each work shift.
- F. **REST PERIODS:** All bargaining unit members shall be granted fifteen (15) minute rest periods which, in so far as practicable, shall be in the middle of each four (4) hour work period.

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- G. **REST FACILITIES**: The District shall make lunchroom, restroom and lavatory facilities available for unit member's use. Adequate custodial services will be provided to maintain restrooms in a sanitary condition. Rest areas shall be structurally safe and free from health hazards.
- H. **HOLIDAYS**: Unit Members required to work on any holiday shall be compensated for two and one-half (2 ½) times his/her regular rate of pay.
- I. **MINIMUM CALL IN TIME**: Any unit member called in to work on a day when he/she is not scheduled to work shall be paid a minimum of two (2) hours at the appropriate rate of pay under this Agreement.
- J. **CALL BACK TIME**: Any unit member called back to work after completion of his/her regular assignment shall be compensated a minimum of two (2) hours at the appropriate rate of pay under this Agreement. The employee shall perform services during this two hour period if such services are needed, even if the employee has been released from the task that generated the call back. Call back minimum time does not apply if the unit member accepts extra hours that are contiguous with their regularly assigned or previously accepted extra hours.
- K. **COMPENSATORY TIME**: A unit member may elect to take compensatory time off in lieu of cash compensation for overtime or extra work. Compensatory time is accrued at time and one-half for overtime and hour for hour for extra work. A unit member may not accrue more than forty (40) hours of compensatory time at any time during a fiscal year. Unit members may carry over into the next fiscal year no more than forty (40) hours of compensatory time. Unit members may request that accrued and unused compensatory time be paid out at his/her hourly rate in lieu of being carried over into the next fiscal year if they notify the District by May 31.
- A unit member must request to use compensatory time at least 5 days in advance. Approval of the use of compensatory time is at the discretion of their supervisor based on District needs.
- L. **RIGHT OF REFUSAL**: Any unit member shall have the right to reject any offer or request for overtime except in cases of emergencies.
- M. **STAFF DEVELOPMENT DAY**: Employees may be required to attend up to three (3) mandatory Staff Development Days as designated by the District. If the mandated day is not within the unit member's regularly scheduled workdays, they will be compensated for this day at their appropriate rate of pay. The tentative date for the mandatory staff development at the start of the new school year will be the weekday after the last student instructional day. Tentative dates for any other CSEA Staff Development Days shall be established by July 1 of each year.

ARTICLE 10 – PAY AND ALLOWANCES

- A. **REGULAR RATE OF PAY:** The regular rate of pay for each position in the bargaining unit shall be in accordance with the rate established for each class on the salary schedule, which is attached hereto as Appendix A and by reference incorporated as a part of this Agreement.
- B. **STEP INCREASES:** Unit members hired before December 31 of a fiscal year will receive their first step increase on July 1 of the following fiscal year.
- C. **MILEAGE:** Any unit member required to use his/her vehicle on District business shall be reimbursed at the current IRS rate per mile for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the unit member's normal job site after completion of District business. This amount shall be payable in a separate warrant drawn against District funds.
- D. **INCONSISTENT DUTIES-COMPENSATION:** Unit members shall not be required to perform duties which are not fixed and prescribed for the position by the governing board unless the duties reasonably relate to those fixed for the position by the governing board, for any period of time which exceeds five working days within a 15 calendar day period except as authorized herein.

A unit member may be required to perform duties inconsistent with those assigned to the position for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts, as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

Notwithstanding the provisions of this section, the governing board may, by written rule, provide for an upward salary adjustment for any unit member required to work out of classification for any period of time less than that required herein.

It is the intent of these sections to permit the District to temporarily work unit members outside of their normal classification but in doing so, to require that some additional compensation be provided to the employee during such temporary assignments.

- E. **PAY CHECKS:** The District shall provide an explanation of changes on pay checks when it affects the majority of the unit members or if there is any significant change in an individual's check.

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- F. **PAYROLL ERRORS:** Any payroll department error resulting in insufficient payment for an employee in the bargaining unit should be brought to the attention of the Payroll Department within twenty-four (24) hours of discovering the error. The payroll department will make every effort to correct the underpayment within ten (10) work days.

- G. **MEALS:** Bargaining unit members who, as a result of work assignment, must have meals and/ or lodging away from the District shall be reimbursed according to current Board Policy. Clean (not mixed with non-reimbursable items) receipts must be turned into the District to collect the reimbursement.

- H. **COMPENSATION DURING REQUIRED TRAINING:** A unit member who is required by the District to attend a training program shall receive the appropriate rate of pay.

- I. Employees who have earned longevity bonuses may have their bonus prorated by quarters according to the amount of time worked in the fiscal year in their year of resignation if they are resigning prior to the end of the fiscal year.

ARTICLE 11 – UNIT MEMBER EXPENSES AND MATERIALS

- A. **UNIFORMS**: The District shall pay one half the costs of the lease, rental, cleaning and maintenance of uniforms, identification badges, emblems and cards encouraged by the District to be worn or used by the unit members in the following classes: Bus Drivers, Cooks, Cook Helpers and Custodians.

Any unit member required to wear a uniform will be reimbursed the full cost.

- B. **TOOLS**: As provided for in the Education Code.
- C. **PHYSICAL EXAMINATIONS**: As provided for in the Education Code.
- D. **SAFETY EQUIPMENT**: Should the employment duties of a unit member require the use of any equipment or gear to insure the safety of the unit member or others, the District agrees to furnish such equipment or gear.

ARTICLE 12 – HOLIDAYS

1. **HOLIDAY ELIGIBILITY:** Except as otherwise provided in this article, unit members must be in paid status on the working day preceding or succeeding the holiday to be paid for the holiday.

Unit members who are not normally assigned to duty during the winter break shall be paid for those holidays within that break, which include December 25th and January 1st, providing they were in paid status during any portion of the working day of their normal assignment, immediately preceding or succeeding the holiday period.

2. **SCHEDULED HOLIDAYS:** All employees who are a part of the represented classified service shall be entitled to the following holidays provided they are in a paid status during the working day immediately preceding or succeeding the holiday:

1.	New Year's Day	January 1
2.	Martin Luther King Jr. Day	January 16 (<i>or another day proclaimed by the President of the United States</i>)
3.	Lincoln's Birthday	February 22 (<i>per adopted calendar</i>)
4.	Washington's Birthday	Third Monday in Feb (<i>President's Day</i>)
5.	Memorial Day	Last Monday in May
6.	Independence Day	July 4 (<i>or the Monday or Friday preceding or succeeding the holiday</i>)
7.	Labor Day	First Monday in Sept
8.	Admission Day	September 9 (<i>or other designated day</i>)
9.	Veteran's Day	November 11
10.	Thanksgiving Day	Fourth Thursday in November
11.	Christmas Day	December 25

3. **ADDITIONAL HOLIDAYS:** Every day declared by the President of the United States or Governor of the State of California as a State or National holiday, shall be a paid holiday for all employees in the bargaining unit.

The Board shall set the date of each holiday annually and shall make available to each unit member a School District Calendar on which the dates shall be listed.

Twelve (12) month bargaining unit members are to receive an additional holiday which shall be titled Personal (Floating) Holiday. Unit members hired after July 31 of a fiscal year do not earn a Personal (Floating) Holiday for that fiscal year.

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The unit member may designate a day as their personal holiday, which must be approved by their immediate supervisor.

ARTICLE 13 – VACATION PLAN

- A. **ANNUAL VACATIONS:** All regular unit members working four hours or more per day shall be granted an annual vacation at the regular rate of pay earned at the time the vacation is commenced.
- B. **ELIGIBILITY:** Paid vacation time is earned on an hourly or monthly basis depending on the payroll system established by the District Business Officer for the particular unit member's employment.
- C. **VACATION PAY SCHEDULE:** Vacation time shall be earned and accumulated in accordance with the following schedules:
1. Commencing with the first (1) year of service, paid vacation time shall be earned at the rate of 1 day for each month of service.
 2. Commencing with the fifth (5) year of service, paid vacation time shall be earned at the rate of 1.25 days for each month of service.
 3. Commencing with the tenth (10) year of service, paid vacation time shall be earned at the rate of 1.50 days for each month of service.
 4. Commencing with the fifteenth (15) year of service, paid vacation time shall be earned at the rate of 1.75 days for each month of service.
 5. Commencing with the twentieth (20) year of service, paid vacation time shall be earned at the rate of 2.0 days each month of service.
- D. **VACATION PERIODS AND PAY UPON TERMINATION:** Vacation time may not be accumulated from year to year. Vacations are to be arranged in advance with the Superintendent, or designee. Bargaining unit members who work ten (10) months per year shall take their paid vacation days during the Winter or Spring Break, whenever possible. All vacations must be completed within the current fiscal year or be paid in cash at the appropriate daily rate.

New twelve (12) month unit members shall not be allowed to take earned vacation on instructional days until he/she has completed at least six months of service, or accumulated earned vacation in excess of five working days.

New unit members shall be allowed to take earned vacation on non-student days with prior approval of their immediate supervisor.

If a unit member is terminated and had been granted vacation which was not yet earned at the time of termination of his/her service, the employer shall deduct from the unit member's

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severance check the full amount of salary which was paid for such unearned days of vacation taken.

Upon separation from service, the unit member shall be entitled to a lump sum compensation for all earned and unused vacation, except that unit members who have not completed six months of employment in regular status shall not be entitled to such compensation.

- E. **VACATION POSTPONEMENT**: If a bargaining unit member's vacation becomes due during a period when he/she is on leave due illness or injury, he/she may request that his/her vacation date be changed.
- F. **HOLIDAYS**: When a holiday falls during the scheduled vacation of any bargaining unit member, the holiday will not count as a vacation day.
- G. **INTERRUPTION OF VACATION**: An employee of the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service. Adequate written notification and documentation of the request with relevant information will be provided to the District.
- H. **VACATION CARRYOVER**: If an employee is not permitted by the District to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or paid for in cash at the option of the employee. The accumulated vacation must be used within the next 12 months. Such vacation time shall be indicated on the yearly work schedule calendar.
- I. **VACATION SCHEDULING**: All vacation requests shall be scheduled by August 1 for the work year.

ARTICLE 14-LEAVES

- A. **SICK LEAVE:** A unit member employed five days a week and 12 months per year is entitled to twelve (12) days of sick leave with full pay during a school year; such leave to accumulate from year to year.

A unit member working less than full time shall be granted sick leave in the same ratio that his/her employment bears to full time employment.

At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and may be taken at any time during the year. However, a new bargaining unit member shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

If a unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year. Sick leave shall not be taken in any increments of less than half hour per day except Student Supervisors who are reporting an absence of an entire shift that is assigned as less than one (1) hour.

A unit member or his/her designee must report the absence on the current absence reporting system as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the work day.

School bus drivers are required to call the designated person who is responsible for securing a substitute bus driver no less than one (1) hour prior to the start of the work day.

A recurrent pattern of failure to provide adequate notice of absences may be grounds for denial of leave with pay.

- B. **EXTENDED ILLNESS LEAVE:** A unit member who has exhausted all entitlement to sick leave, vacation, compensatory overtime or other available paid leave, and who is still absent from his/her duties on account of a personal illness or non-industrial accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which is actually paid a substitute at the existing substitute pay scale.

Leave under this section is available only for extended illnesses; extended illnesses are defined as those exceeding five (5) workdays in length. After exhaustion of extended leave cited above (i.e. if the illness exceeds five months) he/she may be granted a leave of absence without pay for the succeeding twelve month period. During leave under this section, the unit member may continue the District's medical benefits by paying the full premium in advance and provided that the insurance carriers will approve of such a practice.

C. **PERSONAL NECESSITY LEAVE:** Personal necessity is defined as any activity or personal obligation of a unit member which necessitates or mandates his/her absence from assignment during regular work hours.

1. Unit members may use up to seven (7) days of accumulated sick leave during any school year for personal necessity leave.
2. Reasons for personal necessity in which advance permission is not required are:
 - a. Extension of bereavement leave;
 - b. Accident involving one's person or property, or the person or property of a member of his/her immediate family; and
 - c. Sudden catastrophic illness, such as heart attack; and
 - d. Imminent danger to the home of the unit member, serious in nature, which under the circumstance cannot be disregarded and requires attention during assigned hours of service.
3. Reasons for personal necessity in which advance notification is required are:
 - a. Appearance in court as a litigant, or as a witness under official order;
 - b. Serious illness of a member of his/her immediate family;
 - c. Response to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member of such emergency nature that the presence of the unit member is required during his/her regular working hours and no alternative meeting time during non – duty can be arranged;
 - d. Settling of legal affairs and other serious personal emergencies, which cannot be resolved on a non – working day;
 - e. Seeing a son, daughter or parent off to military duty overseas;
 - f. Paternity leave for new fathers.
 - g. Up to five (5) days, with a maximum of two (2) days per month, except in the case of emergencies, may be used for:
 - Attendance at a school or licensed child care facility event of your own child,
 - Searching and enrolling (or re-enrolling) your child in a school or licensed child care facility, or
 - Addressing a child care or school emergency issue.
4. The unit member's application to use his/her sick leave for personal necessity must be received by the district prior to the desired absence, at least twenty-four (24) hours in advance if possible. Advance permission is required for reasons of personal necessity not included in the above lists. The district shall administer personal necessity requests in an equitable manner.
5. Personal necessity leave shall be expanded to include:

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- a. Attendance at a funeral of an extended family member (as defined under Bereavement) within the third degree;
 - b. Marriage of an immediate family member (including self);
 - c. One day be used for attendance at one of the following school events of your own child specifically:
 1. An award presentation (including graduation);
 2. A performance (not including sporting events).
6. "Immediate family" as defined by the Education Code Section 45194; permissions to use this policy for other relatives because of extenuating circumstances may be granted by the Superintendent or designee.
7. Employees may use three (3) of the seven (7) days of the annual personal necessity leave allocation during any school year as "No Tell Days" without specifying the nature of the absence.
- a. "No Tell" Day must be specifically authorized by the Superintendent or designee.
 1. Requests to use a "No Tell" Day must be received by the Superintendent or designee a minimum of five (5) working days in advance of the "No Tell" Day.
 2. Requests to use a "No Tell" Day will be approved by the Superintendent or designee on a first-come, first served basis.
 3. Within the District a maximum of three (3) unit members shall be absent for "No Tell" Days at any one time unless specifically authorized by the Superintendent or designee.
 4. The Superintendent or designee has the right to deny a "No Tell" Day should the requests exceed the limit of three (3) such absences on any given day.
 - b. Under no circumstances shall "No Tell Days" be allowed for the purpose of the extension of a holiday or vacation period.

D. **BEREAVEMENT LEAVE**: Every unit member shall be entitled to three (3) days of paid leave of absence, or five (5) days if out-of-state travel is involved, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this contract.

Members of the immediate family as used in this section means mother, father, (including step parents), grandmother, grandfather or a grandchild of the employee or of the spouse of the employee, and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-

law, (including step and foster children), niece, nephew, aunt, uncle, brother or sister of the employee or any relative living in the immediate household of the employee.

- E. **INDUSTRIAL ACCIDENT OR ILLNESS LEAVE:** Industrial Accident or illness Leave is granted to a unit member who has an accident or illness arising out of, and in the course of, his/her employment with the District, which qualify for worker's compensation benefits.
1. All unit members shall be entitled to sixty (60) days of Industrial Accident or illness Leave per year. Such Industrial Accident or Illness Leave shall commence on the first (1st) day of absence and shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
 2. 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 unit member shall be entitled to a total of sixty (60) days of leave for the illness or accident, including the time absent in both school years.
 3. During any paid industrial leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received through worker's compensation on accounts of his/her industrial accident or illness. The district, in turn, shall issue the unit member appropriate salary warrants for payment of his/her full salary and shall deduct normal retirement and other authorized contributions. If these checks are not promptly received by the district, the district need only pay the difference between the unit member's salary and the disability award.
 4. The Industrial Accident or Illness Leave of Absence is to be used in lieu of entitlement acquired under "Use of Sick Leave." A unit member may use sick leave after they have exhausted all Industrial Accident or Illness Leave. If the unit member continues to receive a temporary disability indemnity, he/she will continue to pay it to the District as provided in Section 3.
- F. **FMLA/CFRA LEAVE:** The Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) and the District's existing policies implementing those Acts shall be operative and applicable to this Agreement.
- G. **LEAVE FOR PREGNANCY DISABILITY:** Unit members are entitled to use sick leave as set forth in Article 14 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and their physician; however, the District management may require a verification of

the extent of disability through a physical examination performed by the unit member's physician.

Additionally, the District may grant unpaid leave of absence for disabilities because of pregnancy, miscarriage, childbirth, or recovery there from when sick leave or extended illness leave as set forth in this article has been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the unit member by her physician.

- H. **Parental Leave:** Upon medical release from maternity leave, unit members are eligible for Paid Parental Leave under AB 2393 and AB 2012.
1. Paid Parental Leave is defined as leave taken for the birth of a child of the unit member or the placement of a child with the unit member for adoption or foster care.
 2. Unit members are entitled to use not more than twelve (12) workweeks in a twelve (12) month period of current and accumulated sick leave for parental leave.
 3. If a unit member does not have twelve (12) workweeks of sick leave and requests leave under AB 2393, he/she may receive substitute differential or 50% of the salary due him/her during the period of absence, whichever is the lesser amount for the remainder of the twelve (12) work weeks if:
 - i. The unit member exhausts all current and accumulated sick leave; and the unit member is eligible for the California Family Right Acts leave excluding the one thousand two hundred fifty (1250) hours of work requirement in the previous twelve (12) months of work.
- I. **LEAVE WITHOUT PAY FOR CHILD-BEARING PREPARATION AND CHILD REARING:** Leave without pay or other benefits may be granted to a unit member for preparation for child rearing. A written request for such leave must be submitted to the Human Resources Department at least four (4) weeks in advance of the requested start date.
- J. **LEAVE OF ABSENCE:** An unpaid Leave of Absence may be granted to unit members. A leave of absence is an extended absence from duty for a prescribed period of time specifically authorized by the Board, not to exceed twelve (12) months; however, extensions may be granted at the discretion of the Board of Trustees. Leaves of absence may be for the following: Peace Corps, care for a member of the immediate family, military service, long term illness of the unit member, service in an elected public office, or professional study or research.

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Written request for a leave of absence shall be routed for approval or disapproval through the Superintendent or designee by February 15th of the year proceeding the school year for which such leave is to take place except in the case of an emergency. The request must specifically state the reason for the request and the duration of time desired. The Superintendent shall present it to the Board with a recommendation for approval or disapproval.

Unit members granted leaves of absence for an academic year shall sign an agreement that the Board will be given written notice on OR before March 1st of their intention to return. Failure to notify the Board shall be deemed to constitute a resignation on the part of the unit member.

Time spent on leave of absence without pay shall not count toward salary step advancement.

A request for a leave based upon a reason not specified in this section will be considered by the Board from the standpoint of value to the District, urgency of the request, and the employment record of the person making the request.

Unit members returning from a medical leave of absence of four (4) or more consecutive work days must furnish a statement from a physician that indicates the unit member's ability to perform all assigned duties.

Unit members on an approved leave of absence may continue to participate in the District health plan provided that he/she submits the monthly premiums to the District office in advance and provided that the insurance carriers will approve of such a practice.

K. **JURY DUTY:** Unit members will be provided additional leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member.

1. A unit member serving on jury duty will be paid his/her regular salary by the District. Any jury fee paid to the unit member should be returned to the courts. Any mileage or meal allowances paid to the unit member while serving on jury duty will be retained by the unit member.
2. Upon notification of jury duty, it is the obligation of the unit member to immediately inform his/her supervisor and provide a copy of the Jury Summons to Human Resources.
3. A unit member shall follow their department's absence procedures when they are provided with a specific date and time to report to the courthouse.
4. After serving on jury duty, the proof of service shall be submitted to Human Resources.
5. Notification of dismissal from jury service shall be relayed to the supervisor as soon as the unit member is dismissed from jury service. If a unit member has two
(2) hours or less remaining on their regularly assigned work day, the unit member

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will not be required to return to work for that day. Unit members who work a night shift and are required to report for jury service shall have the number of work hours reduced equal to the number of hours served in jury service plus up to forty-five (45) minutes for transportation.

6. Unit members who do not return to work within these parameters will have any time in excess of jury services dedicated as personal necessity leave.

L. **MILITARY LEAVE**: A unit member shall be entitled to any military leave provided bylaw and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

M. **RETRAINING AND STUDY LEAVE**: An unpaid leave of absence for six (6) months for study/retraining may be granted to any member of the bargaining unit who has completed at least five years of service to the District. Such leaves will not be approved for a period of less than six (6) months. Such leaves shall be granted from either July 1 through December 31 or January 1 through June 30 and are for a maximum of four (4) leaves or two (2) years. Part time leaves of more than fifty percent (50%) but less than the member's full assignment will not be approved.

Study Leaves

Study leaves must be requested in writing to the Human Resources Department at least two (2) months (forty (40) work days) prior to the proposed start date of the leave.

Any leave of absence granted under this section shall not be deemed a break in service for any purpose, except such leave shall not be included as service in computing service for the granting of any subsequent leave under this type of leave, nor shall unit members earn vacation pay, sick leave, holiday pay, pay step, or other benefits provided under this agreement.

N. **EDUCATIONAL INCENTIVE**: Any unit member wishing to take in service training, adult education, or seminars to improve their job skills and receive compensation for same must use the following procedure:

1. Submit a proposal that includes the length of time, the name of the course, and the length of time, the certificate awarded upon completion (if appropriate), any work schedule modifications requested and how this will improve the unit member's job performance to their direct supervisor.
2. The direct supervisor will determine the validity of the request and either approve it or deny it.

3. If approved, a contract will be developed between the district administration and the employee unit member outlining any agreed upon temporary work schedule modifications.
4. It is understood that any reclassification and compensation must be negotiated with CSEA.

O. **VERIFICATION:** The District reserves the right to require verification of the appropriateness of any leave. Unit members returning from a medical leave of absence of four (4) or more consecutive work days must furnish a statement from a physician that indicates the unit member's ability to perform all assigned duties. Medical clearances are to be submitted to the Human Resources Department prior to reporting for duty.

P. **FITNESS FOR DUTY:**

1. A unit member who seeks to return to work following a leave of absence due to industrial or nonindustrial illness or injury shall present a medical release from his/her physician or psychiatrist indicating whether he/she is fit to return to work and specifying any restrictions. The District will provide the medical practitioner a copy of the unit member's job description if requested by the unit member to assist in making this determination.
2. Upon or following a unit member's return from a medical leave of absence, the District may require a unit member to submit to a fitness for duty examination by a physician or psychiatrist selected by the District if the District has a reasonable belief that unit member's present ability to perform the essential functions of the job is impaired by a medical condition.
3. At any time, the District may require a unit member to submit to a fitness for duty examination by a physician or psychiatrist selected by the District when it reasonably suspects based on objective evidence that the employee's present ability to perform the essential functions of the job is impaired by a medical condition.
4. The District shall provide the physician or psychiatrist with any information it possesses describing the essential job functions of the position, including, but not limited to, the job description of the position. The health care professional shall be entitled to review documentation depicting the work performance issue(s), if any, giving rise to the exam. The scope of the medical examination shall be limited to what is needed to determine whether the unit member is able to work and may include fitness testing if in the opinion of the medical practitioner this would assist in rendering his/her opinion. A unit member shall be deemed to "pass" the fitness for duty examination if the physician or psychiatrist determines that the unit member can perform the essential job functions of the position and is

not a direct threat to self or others. A unit member who passes the fitness for duty examination shall be permitted to return to work.

5. If the District selected physician or psychiatrist indicates that the unit member is not fit to return to work, the unit member may request examination by a third physician or psychiatrist. The unit member shall be entitled to choose the examiner from a pool of three (3) to five (5) medical practitioners mutually agreed to by the District and CSEA. The third examiner's statement on the unit member's fitness for duty shall be binding on the District and the unit member.

The costs of the second (and third examination, if necessary,) shall be borne by the District.

6. A unit member who is determined by the second or third examiner to not be fit to return to work, may continue to use his/her remaining leave rights. Alternatively, such a unit member may seek to return to work under the District's policies and regulations regarding the accommodation of individuals with disabilities. In order to initiate that process, the unit member shall return to his/her treating physician or psychiatrist and share the information from the fitness of duty examination(s). The unit member shall have the medical practitioner complete the District's Medical Verification of Disability form. The medical practitioner shall report his or her independent findings limited to the questions asked on the form.
7. If the unit member's physician or psychiatrist indicates that the unit member is disabled, the District and unit member will engage in the interactive process described in AR 4032 in order to determine whether the unit member can safely perform the essential job functions of the position with reasonable accommodation(s). Under this process, it is the responsibility of both the District and the unit member to actively participate in the interactive process by providing information relating to the asserted disability, discussing the unit member's functional limitations, and suggesting and analyzing options for reasonable accommodation.
8. If the procedures described in subsections 2-7, above lead to a determination that the unit member is fit to return to work with or without reasonable accommodation, the unit member shall have credited back to him/her any paid leave used after the unit member initially presented the medical release from his/her physician or psychiatrist. If such a member did not have sick leave available to cover the absence, the member shall receive the pay he/she would have received if the member returned to work at the time the member presented the initial release from his/her physician/psychiatrist. No bargaining unit member shall be placed on the 39 month reemployment list until the procedures described in subsections 2-7 are completed. The District's obligations in subsection 2-7 are conditioned upon the unit member participating in the process in a reasonably diligent manner.

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- Q. A unit member shall pay the full premium for his/her medical benefits if he/she wishes to continue them while on any unpaid leave.

ARTICLE 15 – HIRING/EMPLOYMENT

A. **POSTING OF NOTICES:** Notices of all job vacancies shall be posted on bulletin boards in prominent locations at each job site and e-mailed to all unit members who access district e-mail. The job vacancy notice shall remain posted for a period of five (5) full working days during the academic year. Notices of all job vacancies occurring during the summer recess shall be communicated to those on summer recess who make requests prior to the end of the academic year. Unit Members who work less than twelve (12) months and wish to have postings e-mailed to a personal e-mail address or have a hard copy mailed to their home during the summer break must request this of the Human Resources Department.

B. **NOTICE OF CONTENTS:** The job vacancy notice shall include:

1. The job title.
2. A brief description of the position and duties.
3. The minimum qualifications required for the position.
4. Primary job site but may be assigned to work at other sites at the necessity of the District.
5. The number of hours per day.
6. Regular assigned work shift times.
7. Days per week.
8. Months per year assigned to the position.
9. The salary range.
10. The deadline for filing to fill the vacancy.

C. **NEW EMPLOYEE ORIENTATION AND UPDATES**

1. New employee orientation means the onboarding process of a newly hired employee, whether in person, online, or through other means, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
2. The district shall provide at least ten (10) days' notice to the Association of any scheduled group orientation for new unit members and, during this orientation, permit the Association president or designee up to thirty (30) minutes to address the new unit members. If a group orientation is not held, the Association will be notified of the time and place of the new employee's onboarding appointment. This onboarding may take place with less than the ten (10) days' notice as agreed upon by both parties to avoid a negative impact on the work of the District.
3. The District shall permit the Association president or designee up to thirty (30) minutes to address unit members at an annual Classified Professional Development unless one is not held.

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4. The District shall provide the Association with the following information for new unit members within fifteen (15) days of the date of hire or by the first pay period of the month following hire:

- i. First Name
- ii. Middle Initial
- iii. Last Name
- iv. Suffix (e.g. Jr., III)
- v. Job Title / Classification
- vi. Department
- vii. Primary Worksite
- viii. Work Telephone Number
- ix. Home Address
- x. City
- xi. State
- xii. Zip Code
- xiii. Home Telephone Number
- xiv. Cell Phone Number
- xv. Personal e-mail
- xvi. Last four digits of Social Security Number
- xvii. Date of Birth
- xviii. Employee ID
- xix. CalPERS Status
- xx. Hire Date

As it is on file with the District unless the unit member has requested non-essential information be withheld. The District will distribute CSEA enrollment forms if so requested by the Association.

5. The District shall provide the Association with the information listed in section 4 for all unit members by the last working date in October, February and June. Any unit member that has requested this information be withheld to preserve personal privacy will be listed with their work location, telephone and e-mail address.
6. The sharing of information shall be accomplished through a mutually agreed upon file transfer protocol site or service.
7. The Association shall provide the District with information regarding union membership within fifteen (15) days of notification of enrollment.

- D. **FILING:** Any unit member in the bargaining unit may file for a vacancy by submitting written notice to the District via hard copy or e-mail within the filing period. Such submission must include a letter of interest/intent and an up to date resume.

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- E. **PROMOTIONS**: Unit members in the bargaining unit shall be given first consideration in filling any job vacancy which can be considered a promotion after the announcement of the position vacancy. If all qualifications, including physical or educational, test scores, written evaluations, attendance and experience are equal, the unit members with the greatest seniority will be promoted.
- F. **SUMMER EMPLOYMENT**: Vacancies and job opportunities for bargaining unit members shall be posted pursuant to this article, by May 15th of each year when known.

Nothing in this article precludes the District from posting outside the District for applicants.

ARTICLE 16 – CLASSIFICATION AND RECLASSIFICATION

- A. **PLACEMENT:** Unit members new to the District shall be placed on the first step of the salary scale in their classification, unless prior experience warrants higher placement. In the event of a reclassification, unit members shall be placed on the same longevity step in the new classification as they had prior to the reclassification.
- B. **NEW CLASSIFICATIONS:** All newly created positions or classes of positions, unless specifically exempted by law shall be assigned to the bargaining unit.
- C. The District and CSEA have agreed to establish, on January 1, 2018, a new classification of CSEA employee, specifically, Student Supervisor.
1. Unit members in this classification shall receive sick leave, paid holidays, and paid vacation consistent with other ten (10) month unit members, beginning on January 1, 2018, for the remainder of the 2017-2018 school year.
 2. Unit members in the substitute classification of Yard Duty, hired prior to January 1, 2017, will have a six (6) month probationary period starting January 8, 2018 through June 1, 2018. An evaluation will be conducted prior to June 1, 2018.
 3. Unit members hired after January 1, 2018, will follow the contractual probationary period and probationary timelines beginning January 8, 2018.
 4. Upon the conclusion of the probationary period, employees hired prior to January 1, 2017, will retain their original date of hire as their seniority date as well as any longevity previously awarded.
- D. **INCONSISTENT DUTIES:** A unit member may be temporarily assigned the duties and responsibilities of a higher or lower classification, if such duties reasonably relates to those fixed for the position, but in no case may such a change be in effect for more than five (5) working days in a fifteen (15) calendar day period without being compensated at 5% above his/her regular rate of pay.
- E. **JOB DESCRIPTIONS:** CSEA and District will negotiate job descriptions, though the description will not contain the required number of workdays or hours. This information will be established based on current needs and will be disclosed as required in the provisions of Article 15 – Hiring/Employment, Posting of Notices. This is not to be construed as a waiver of CSEA's right to negotiate reductions to the hours of classified positions.

All bargaining unit positions shall have a job description. CSEA and the District will review up to 10 job descriptions each year for the purpose of accurately reflecting the duties of a position. Classifications to be reviewed shall be determined by mutual consent. If consent cannot be reached each party may select up to five (5) for review.

ARTICLE 17– LAYOFF AND DISMISSAL

The District will utilize the Dismissal and Layoff procedures as set forth below: These are not subject to the grievance procedure. The District may remove the provisions from the contract if found to be outside the scope of negotiations by PERB.

A. **LAYOFF OF CLASSIFIED EMPLOYEES:** Classified employees may be laid off or given the opportunity for voluntary demotion or reduction in assigned time in lieu of layoff for the following reasons:

1. Reduction or elimination of service,
2. Lack of work or lack of funds,
3. The expiration of a specially funded program and,
4. The actual and existing financial inability to pay salaries of classified employee unit members.

B. **NOTICE TO UNIT MEMBERS:**

Unit members affected by the layoff shall be given notice as set forth below:

Unit members shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff except under conditions set forth in items 1 and 2 below:

1. When a categorically funded program is to expire at the end of a school year, notice of layoff must be given on or before April 29. If the expiration date of a specially funded program is not known to be the end of the school year, then notice of layoff because of expiration of specially funded programs must be given sixty (60) days prior to the effective date of layoff.
2. The unit member may also be laid off without the notice set forth above as result of lack of work resulting from an emergency situation not foreseeable nor preventable by the governing board.

C. **CONTENT OF NOTICE:** The notice of layoff must inform the unit member of the effective date of the layoff; displacement rights, if any and the unit member's reemployment rights.

D. **ORDER OF LAYOFF:** Unit members shall be laid off by classification in inverse order of seniority in the class.

E. **COMPUTATION OF SENIORITY:** For the purpose of this Article, seniority shall be determined by, "date of hire within classification," Date of hire is defined as the first day in paid status as a probationary employee unit member in a classified position.

- F. **DISPLACEMENT RIGHTS:** Unit members whose positions are eliminated maintain the right to displace other unit members in the class with less seniority. In lieu of layoff, senior unit members have the right to bump a junior unit member in a lower class in which the first unit member has previously served. The senior unit member must volunteer to take this reassignment.

A unit member who is being laid off may voluntarily accept a reduction in assigned time in lieu of layoff. Assigned time means the number of hours per day, days per week, or days per year worked by the unit member. This shall be based upon seniority.

Unit members shall also have the right to bump less senior unit members serving in lower included classes "Lower included class" are those which have duties that are included or encompassed in the duties designated for another class. For example, a Custodian II would have bumping rights to be reassigned as a Custodian I, even though the unit member has not served in the Custodian I position.

Displacement rights must be exercised within ten (10) days of notice of layoff.

- G. **REEMPLOYMENT RIGHTS:** Unit members laid off are eligible for reemployment to their previous position for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants. When a vacancy arises in the previous position, the District shall notify the laid off unit member of the opportunity for reemployment via First Class U.S. Mail.

Unit Members laid off shall have the right to participate in promotional examinations within the District for a period of thirty-nine (39) months.

Unit members who take voluntary demotions or voluntary reductions of assigned time in lieu of layoff shall maintain reemployment rights for sixty-three (63) months, provided that the qualifications required for the employee unit member to qualify for appointment are the same or less, for appointment to the class.

- H. **EDUCATION CODE:** The provisions of this policy are intended to implement the requirements of the Education Code. The Education Code shall supersede the policy wherever conflicts may exist.
- I. **SENIORITY ROSTER:** Prior to any layoffs, the District shall provide an up-to-date seniority list of all unit members, to the Association.
- J. **IMPROPER LAYOFF:** Unit members improperly laid off shall be immediately reinstated and compensated for all lost wages and benefits.

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K. **NOTIFICATION OF REEMPLOYMENT OPENINGS:** Any unit member who is laid off and is subsequently eligible with qualifications for reemployment shall be notified as follows: The District will notify former unit member and Chapter 234 President or designee.

L. **CLASSIFIED UNIT MEMBER CLASSIFICATION:** All classified unit members in the district are assigned to fill one or more job descriptions and classified in one of several categories of employment status. Conditions of employment status are affected by the length of successful service to the District and the type of work to be accomplished. The several categories are outlined as:

1. Restricted Employee: A restricted employee unit member is one employed pursuant to Sections 45105 through 45108 of the Ed. Code.
2. Probationary Employee: The probationary period will be six (6) months or 130 days of paid service, whichever is longer for all unit members (AB 1353). Upon notification that a Unit Member has not passed probation, the District shall provide the employee with a memo stating that they did not meet the required standards of performance and the effective date of the termination of probationary service.
3. Permanent Unit Member: Each person who has served as a probationary unit member and has been recommended for regular status shall be classified as a permanent employee or have his/her employment terminated. Permanent employees shall be dismissed during the employment period for cause only (see grounds for dismissal Policy).

M. **DEMOTION, SUSPENSION OR DISMISSAL OF PERMANENT UNIT MEMBERS:**

A permanent classified unit member may be demoted, suspended or dismissed by the District Superintendent, or in his/her absence by his/her designee for cause as provided; however, that such action shall not be effective until written charges are filed and served upon the unit member and the Board has taken action as herein provided, except for provisions otherwise stated herein. The burden of proof in the case of a hearing on the charges will be with the District. No disciplinary action shall be taken for any cause which arose prior to the unit member becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.

N. **GROUND FOR THE DEMOTION, SUSPENSION OR DISMISSAL OF PERMANENT CLASSIFIED UNIT MEMBERS:** One or more of the following causes shall be grounds for suspension, demotion and/or dismissal of any permanent classified unit member:

1. Incompetence or inefficiency in the performance of the duties of the position.

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2. Inability to perform assigned duties due to failure to meet job qualifications (including, but not limited to, failure to possess required licenses, failure to pass required tests or failure to meet district insurability requirements).
3. Insubordination (including, but not limited to, refusal to do assigned work in regular job classification).
4. Carelessness or negligence in the performance of duty or in the care of or use of district property.
5. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
6. Dishonesty.
7. Drinking alcoholic beverages on the job, or reporting for work while intoxicated.
8. Use of narcotics or restricted substances while on the job or reporting to work while under the influence of a narcotic or restricted substance.
9. Conduct or activity resulting in injury to the district or an employee of the district including, but not limited to, defamation of district officials or employee, advocacy of violence toward the district or employee, threats against the district or employee, and assault or physical violence toward district officials or an employee.
10. Engaging in political activity during assigned hours of employment.
11. Conviction of any crime involving moral turpitude.
12. Arrest for a sex offence as defined in Ed. Code 44010 (Suspension).
13. Conviction of a narcotics offence as defined in Ed. Code 44011.
14. Repeated or unexcused absence or tardiness.
15. Abuse of illness leaves privileges.
16. Falsifying any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other district records.
17. Persistent violation or refusal to obey safety rules or regulations made applicable to public schools by the Board or by an appropriate state or local governmental agency.
18. Offering anything of value or offering any service in exchange for special treatment in connection with the unit member's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
19. Abandonment of position.
20. Willful or persistent violation of the Ed. Code or rules and regulations of the district.
21. Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means.
22. Physical or mental incapacity to perform job duties.

This section shall not be construed to prevent layoffs for lack of work or lack of funds.

O. NOTICE OF PROPOSED DISCIPLINARY ACTION TO PERMANENT UNIT

MEMBERS: Except as provided herein, notice of discipline will occur before the action is taken. Notification to a permanent unit member of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the unit member.

The notification to the unit member shall contain the following:

1. A statement of the specific acts and omissions upon which the disciplinary action is based.
2. A statement of the cause of the action taken.
3. A statement of the rule or regulation that the unit member is alleged to have violated.
4. A statement of the action proposed to the Board and the effective date of the action.
5. A statement that the unit member has a right to a hearing on such charges if demanded within seven calendar days after personal service of the notice, and that the unit member has the right to a representative of his or her choice.
6. A card or paper provided by the district, the signing and filing of which the Governing Board shall constitute a demand for hearing, and denial of all charges.

No notice of dismissal will be given to a unit member while such unit member is on paid vacation. For the purpose of this section, work days are defined to mean any day on which the district central office is open.

P. HEARING ON SUSPENSION, DEMOTION OR DISMISSAL OF A PERMANENT

UNIT MEMBER: Upon receipt of a demand for hearing submitted by a permanent unit member who has been given notice of a proposed suspension, demotion, or dismissal, the District shall have fourteen (14) calendar days to notify the employee of the scheduled hearing date, time and location.

- Q.** The Governing Board shall hold such hearing at a time and place designed by the Board. The unit member shall be given at least five days advance written notice of the time and place of hearing unless such notice is specifically waived by him/her. The unit member and the school administration shall be afforded equal opportunity to present evidence. At the close of the hearing the Governing Board shall render its decision, which shall be final. The Board may appoint a hearing officer, who is not an employee, to conduct the hearing; the hearing officer's proposed decision will be submitted to the Board for approval, rejection or modification. The unit member will have a right to representation at the hearing.

R. WAIVER OF HEARING ON SUSPENSION, DEMOTION OR DISMISSAL OF

PERMANENT UNIT MEMBER: If the unit member fails to make a request for a hearing within seven (7) calendar days, the Governing Board may act upon said charges without a hearing and without notice to the unit member of the time and place of the Board's meeting to act on the charges.

S. **DISCIPLINARY PENALTIES IMPOSED BY THE BOARD:** If the Governing Board finds that sufficient cause exists, it may impose disciplinary action proposed by the district superintendent or his/her designee or it may impose a lesser disciplinary penalty.

T. **IMMEDIATE DEMOTION OR SUSPENSION WITHOUT PAY OR BENEFITS OF A PERMANENT UNIT MEMBER:** If the superintendent or his/her designee determines that prior to a Board hearing on the demotion, suspension or dismissal of a permanent unit member, the immediate demotion or suspension of the unit member without pay or benefits would be in the best interest of the district, the unit member may be suspended for five days or less, or in case of suspension of more than five days, the following procedure shall be initiated prior to imposing the demotion or suspension:

1. In addition to the written notice of the proposed disciplinary action as provided herein, the unit member shall be given written notice of the demotion or suspension without pay or benefits and the charges upon which this action is based and his/her right to respond to those charges both orally at a conference and in writing.
2. The unit member shall be given at least 24 hours' notice of the immediate demotion or suspension in order to review the charges and to frame a response.
3. The demotion or suspension action should be discussed prior to any formal action, during which time the unit member shall have the right to present any rebutting evidence. The unit member will have a right to a representative of his or her choice.

Any unit member charged with the commission of any sex offence as defined in Ed. Code 44010 or any narcotics offense as defined in 44011 of the Ed. Code by complaint, information or indictment filed in a court of competent jurisdiction may be suspended as provided herein and in 45304 of the Ed. Code.

U. **COMPENSATION FOR LOSS OF SALARY OR BENEFITS DURING DEMOTION OR SUSPENSION WITHOUT PAY:** If disciplinary action against the unit member is not upheld by the Governing Board, the unit member shall be compensated for any loss of salary or benefits resulting from a demotion or suspension without pay prior to the hearing.

ARTICLE 18 – EVALUATIONS

When a pattern of unsatisfactory performance in a permanent unit member is evident at other times than is specifically addressed in this article, the appropriate administrator and/or the immediate supervisor shall do everything reasonably possible to assist the unit member to improve and remedy the situation. A meeting shall be conducted to include the appropriate administrator and/or immediate supervisor for the purpose of pointing out the areas where the performance of duties is unsatisfactory and to point out ways and means of improvement. The unit member shall have the right to invite union representation to such a meeting.

A. **EVALUATIONS**: All unit members shall be formally evaluated at regular intervals:

- a. Probationary unit members shall be evaluated at least once every four months.
- b. Permanent unit members shall be evaluated at least once each year prior to May 1.

Evaluations shall be completed by the unit member's designated administrator and shall be reviewed by the Superintendent or designee. Evaluations shall be made in duplicate on regular District forms. The original shall be sent to the Superintendent or designee for final disposition in the unit member's personnel file after the unit member has been given an opportunity to respond in writing and attach such response to the evaluation. A copy of the evaluation shall be given to the unit member at the time of signature and discussion between the unit member and the evaluator. Signature of the unit member does not necessarily indicate agreement of the evaluation, but rather receipt of such.

Ratings of less than satisfactory shall be accompanied by specific facts and suggestions of improvement recommended by the evaluator. In the event that a less than satisfactory rating is given, the unit member will at his/her request be granted a meeting with the Superintendent or designee and have right to representation at such meeting.

ARTICLE 19 – TRANSFERS

- A. **JOB-SITE TRANSFERS**: The District retains the right to utilize unit members in the bargaining unit at those job sites where their abilities within a classification are most needed for the smooth and uninterrupted operations of the schools.
- B. **LATERAL TRANSFERS**: When a vacancy exists for any reason, the District will post the vacancy for not less than five (5) days where ever possible at all work locations prior to being filled. Any unit member may apply for a transfer to that position by filing a written notice with the District. If more than one (1) qualified unit member wishes to be transferred, the qualified unit member with the most seniority shall be transferred. Unit members on leave will provide the District with a written request to be considered for vacancies.

ARTICLE 20 – NEGOTIATIONS

- A. **NOTIFICATION AND PUBLIC NOTICE**: If either party desires to alter or amend this Agreement, it shall, not more than one hundred twenty days prior to the termination date set forth under Article 1, Agreement, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.
- B. **COMMENCEMENT OF NEGOTIATIONS**: After satisfaction of the Public Notice requirements, negotiations shall commence within fifteen (15) working days at a mutually acceptable time and place for the purpose of considering changes in this Agreement. The fifteen (15) days may be extended by mutual consent of the parties.
- C. **RELEASE TIME FOR NEGOTIATIONS**: CSEA shall have the right to designate three (3) unit members who shall be given reasonable release time to participate in negotiations.
- D. **RATIFICATION OF ADDITIONS OR CHANGES**: Any additions or changes in this Agreement shall not be effective unless reduced in writing and properly ratified and signed by both parties.

ARTICLE 21 – SEVERABILITY

- A. **SAVINGS CLAUSE**: If, during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or refrain compliance with or enforcement of any provisions of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue to be in full force and effect.
- B. **REPLACEMENT FOR SEVERED PROVISIONS**: In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement consistent with the original intent of the parties regarding such Article or Section.

ARTICLE 22 – GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A “grievance” is a claim by the Association or one or more unit members that they have been directly and adversely affected by a violation, misinterpretation or misapplication of a provision of this Agreement.
2. A “grievant” is the Association, person or persons making the claim.
3. “Day” means calendar day.
4. A work day is a day the District Office is open.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the interpretation of this agreement. Both parties agree that these proceeding will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of the Agreement.
3. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practical.

C. PROCEDURE

1. Level One

- a. Informal - An aggrieved person shall within (10) days after the occurrences of the event giving rise to the grievance first discuss the grievance with the appropriate principal or immediate supervisor with the objective of resolving the matter informally.
- b. Formal – If the grievant is not satisfied with the disposition of the grievance at the informal level, or if no decision is rendered within five (5) days after the informal discussion, a written grievance may be filed within ten (10) days. The immediate supervisor shall meet with the aggrieved person and/or Association representative

within three (3) days of receipt of the written grievance. The formal written grievance shall be a clear, concise written statement of the grievance, citing specific sections of the Agreement allegedly violated, misinterpreted, or misapplied, the circumstances involved, and the specific remedy sought. The written statement will also include the date, participants and outcome of the Informal Grievance.

2. Level Two

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no written decision has been rendered within five (5) days after presentation of the grievance, he/she may file the grievance in writing to the Superintendent or designee within ten (10) days after the written decision at Level one.
- b. Within five (5) days after receipt of the written grievance by the Superintendent or designee, the Superintendent or his/her designee will meet with the aggrieved person. A representative of the Association may be present at the request of the aggrieved person in an effort to resolve it.

3. Level Three

- a. If the aggrieved person and/or the Association is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five (5) days of the meeting with the Superintendent, or his/her designee, the aggrieved person may, within ten (10) days, request the Association to submit the grievance to arbitration.
- b. The submission to arbitration shall consist of the following documents, which shall be served upon the District within twenty (20) days after the Superintendent's decision is delivered to the grievant:
 - i. A clear, concise written statement of the reasons for the submission to arbitration, including citations to the specific articles, paragraphs and sections of the Agreement which allegedly have been violated, misinterpreted or misapplied.
 - ii. Copies of the original Formal Level I grievance, the Level I decision, the Level II appeal, and the Level II decision
 - iii. A statement of the specific remedy sought.
- c. Service- The submission to arbitration shall be served upon the District by mailing, faxing or personally delivering the original thereof to the Superintendent or designee.
- d. Selection of an Arbitrator:
 - i. Selection by agreement: The Association and the District (herein referred to as the "parties") may, if they are able to do so, agree on a mutually acceptable arbitrator (herein "arbitrator").
 - ii. CSMCS List one (1). If the parties do not agree on an arbitrator within twenty (20) days of the submission of the grievance to

binding arbitration, either party may request a list ("List One (1)") from the California State Mediation and Conciliation Service ("CSMCS"). If CSMCS imposes a fee for the list, the fee shall be shared equally by the parties.

- iii. The request to CSMCS shall be in writing and shall state that the parties request a list of seven (7) persons who are experienced in hearing grievances in public schools. Upon receipt of List One (1) the parties shall:
- Agree on a mutually acceptable arbitrator from the list; or
 - Alternately strike names until only one name remains on the list; or
 - If the parties do not agree on the arbitrator from List One (1), by mutual agreement, the parties shall request a second list ("List Two (2)"). A request for a second list shall be made in writing within twenty (20) days after receipt by the parties of List One (1),

e. Arbitration Hearing- The arbitrator shall conduct a hearing at which both parties may present evidence. Either party shall have the right to request a court reporter at its own expense. Should the parties mutually agree to request a court reporter in writing, the court reporter's billing shall be shared equally by the parties.

f. Decision- The arbitrator shall prepare a written decision (herein "decision") which shall be submitted to the Superintendent and the Association and to the parties' attorneys or other representatives in the arbitration proceeding. The decision shall include the following:

- i. a statement of the issues;
- ii. findings of facts;
- iii. determinations of the issues; and
- iv. disposition of the grievance.

g. Limits on the Arbitrator's Authority

- i. The arbitrator shall limit his or her decision strictly to the alleged violation, misinterpretation or misapplication of the specific articles, paragraphs and sections of the agreement cited in the submission to arbitration, and to the issues raised by the District in its opposition to the grievance.
- ii. The arbitrator shall be without authority to add to, delete from or modify any article, paragraph, section or work of the Agreement.
- iii. The arbitrator will be without power or authority to make any

decision which requires the commission of an act prohibited by law or which is volatile of the terms of this Agreement.

- iv. If any question arises as to the habitability of the grievance, such question will be ruled upon by the arbitrator before he/ she has had an opportunity to hear the merits of the grievance.
- h. All costs for the services of the arbitrator, including, but not limited to, per diem expense, his/her travel and subsistence expenses and the cost of any hearing room, will be borne by the party who clearly loses on all issues before the arbitrator. Any other type of decision will result in the parties equally sharing the above arbitration costs. The arbitrator will determine which party or parties are responsible for the cost of arbitration based on the above.

D. RIGHTS OF EMPLOYEES REPRESENTATION

- 1. No reprisals of any kind will be taken by the district or the association against any participant in the grievance procedure by reason of such participation.
- 2. An employee may be represented at all stages of the grievance procedure by a representative selected by the association whether or not the employee is a member of the association.

E. MISCELLANEOUS

- 1. If a grievance arises from action or inaction on the part of a member of the administration at the level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the superintendent or designee and the association directly and the processing of such grievance will be commenced at level two.
- 2. Decisions rendered at levels one and two of the grievance procedure will be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.
- 3. When it is necessary for a representative to attend a grievance meeting or hearing during the day, he/she will, upon notice to his/her principal or immediate supervisor be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations or hearings as a witness will be allowed to utilize personal necessity leave.
- 4. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 5. Forms for filing grievances shall be jointly prepared by the association and the district and attached to this agreement as appendix C. The costs of preparing such forms shall be borne by the district.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, DELHI CHAPTER 234,
COLLECTIVE BARGAINING AGREEMENT WITH DELHI UNIFIED SCHOOL DISTRICT

6. Upon mutual agreement of the association and the superintendent, a grievance may be taken directly to arbitration.

E. EXPEDITED ARBITRATION

By mutual agreement of the parties, the arbitration may be held under the expedited rules of the American Arbitration Association. Request for such option shall accompany the demand for arbitration.

ARTICLE 23 – BENEFIT ELIGIBILITY

- A. All unit members who work at least six (6) hours per day shall be covered under the benefit programs as provided and approved by the Board of Trustees. Unit members shall be notified of enrollment requirements upon employment.

Either party may propose to change the health benefit carrier/broker for the health insurance package provided to classified employees. Such proposals shall be considered by a health benefit committee composed of up to 5 members of CSEA and one or more representatives from the District. Each party shall share information relating to the proposed change in an effort for the parties to reach an agreement on the proposed change.

If after a good faith effort agreement cannot be reached the carrier/broker of medical, dental and vision insurance shall be determined by the Delhi Unified School District. If the district elects to change the carrier/broker of medical, dental or vision insurance, there shall be no loss of employee benefits as a result of the change.

- B. **RETIREE BENEFITS**: Retirees and their eligible dependents shall be eligible for continued participation in the negotiated insurance programs at their own expense providing that the plan carrier/broker allows for this option. Medical benefit premiums shall be payable to the District in advance and dental and vision benefit premiums will be payable to the plan provider.
- C. The District will set up a retiree benefit account that will be funded through unused benefit allocation funds.

ARTICLE 24-APPOINTMENT TO COMMITTEES

The president of CSEA Chapter 234 shall have the right to appoint at least one unit member to serve on district committees, such as, but not limited to, budget, calendar, hiring, promotion, and policy committees.

ARTICLE 25 – ENTIRE AGREEMENT

Delhi Unified School District or CSEA shall not be bound by any requirement which is not expressly stated in this agreement. Specifically, but not expressly, the employer is not bound by any past practice of the employer or understandings with any employee organization or council, unless such past practices or understandings are specifically stated in this agreement.

The association and employer agree that this agreement is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment, and that during the term of the agreement neither the employer nor the association will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this agreement.

DELHI UNIFIED SCHOOL DISTRICT
CSEA Hourly Salary Schedule
2022-2023
5.56% COLA

Range	Step 1	2	3	4	5	6	7
A	16.64	16.64	16.82	17.64			
B	16.64	16.81	17.63	18.52			
C	16.69	17.53	18.41	19.33	20.31	21.32	22.39
D	17.20	18.03	18.96	19.91	20.88	21.94	23.02
E	17.78	18.66	19.60	20.57	21.61	22.68	23.82
F	18.80	19.74	20.72	21.76	22.83	24.01	25.19
G	20.04	21.05	22.09	23.21	24.36	25.58	26.85
H	20.77	21.80	22.90	24.04	25.24	26.52	27.83
I	21.46	22.53	23.68	24.85	26.07	27.39	28.75
J	22.11	23.22	24.38	25.60	26.90	28.24	29.63
K	23.01	24.14	25.38	26.63	27.97	29.36	30.82
L	23.66	24.86	26.13	27.47	28.87	30.33	31.87
M	24.29	25.56	26.90	28.27	29.74	31.29	32.89
N	24.93	26.26	27.65	29.07	30.62	32.62	33.93

Health and Welfare Benefit Cap

9100

Longevity	<u>10 to 14</u>	<u>15 to 19</u>	<u>20 to 24</u>	<u>25 to 29</u>	<u>30+</u>
4 to 8 hours	350	600	1100	1850	2850
Under 4 hours (one-half of full)	175	300	550	925	1425