

# **CSEA AGREEMENT**



AGREEMENT

**July 1, 2022 to June 30, 2025**

BETWEEN

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**

MARIPOSA CHAPTER 609

AND

**MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT**

**UPDATED MARCH 21, 2024**

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## ARTICLE I

### RECOGNITION

1. The Mariposa County Unified School District, a public school employer, (hereinafter referred to as "District") recognizes the California School Employees Association and its Mariposa Chapter #609 (hereinafter referred as "CSEA") as the exclusive bargaining representative for all classified employees (hereinafter individually referred to as "he") occupying classes listed in attached Appendix B. The District voluntarily recognized said unit at an official Board meeting on May 17, 1976.
2. The CSEA recognizes the District as the duly elected representative of the people and agrees to negotiate only with the District representatives officially designated by the Board to act on its behalf. CSEA further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the District, any Board member, Administrator, or other person or persons not officially designated by the District as its representatives.

## ARTICLE II

### ASSOCIATION RIGHTS

1. The District authorizes CSEA to use, without charge, not more than 1/4 of the total area of each facility's designated official bulletin board. The District authorizes CSEA to use the school District mail system. CSEA and MCUSD agree that timely effective communication is important.
2. During the term of this Agreement, the District agrees not to negotiate with any organization on matters upon which CSEA is the exclusive representative and which is within its scope of representation.
3. As soon as practical after settlement of this contract is reached, the District shall make an electronic copy of this contract available for all employees in the bargaining unit and future bargaining unit employees to be hired within the effective period of this contract. Printed copies will be made available upon request.
4. The District shall grant release time for two (2) CSEA members to attend the California School Employees' Annual Conference for three (3) days as a local chapter delegate representative. One of these days will be paid at District expense, with the other two being paid through utilization of the unit member's vacation time. In addition, the District agrees to provide an additional seventy-two (72) hours of release time, paid by CSEA, for any employee who holds a state CSEA position or for conference delegates to attend the annual CSEA conference. The District-paid release time set forth above shall not preclude CSEA from requesting additional discretionary release time for non-officers for union business or trainings, which shall be reimbursed promptly by CSEA upon presentation of an invoice by MCUSD.
5. The District shall grant one day per fiscal year of paid release time for up to three CSEA job stewards to attend training provided by CSEA. District will provide input on preference dates for the scheduling of this training.

## ARTICLE III

### DISTRICT RIGHTS

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its education policies, goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency.

In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees. The exercise of the foregoing powers, right, 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 specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law.

2. The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement during the periods of emergency. Emergencies shall be defined as: Acts of God, natural disasters, national emergencies, and local occurrences of severe gravity.

## ARTICLE IV

### EMPLOYMENT

#### 1. WORK WEEK

The work week for any bargaining unit employee shall be not more than five (5) consecutive working days of eight (8) hours each for a total of forty (40) hours worked in a seven (7) day period.

#### 2. WORK DAY

The length of any bargaining unit employee work day shall be established by the District in compliance with law for each employee relative to the needs of the District.

#### 3. WORK YEAR

Due to legislation requiring 180 actual school days, the number of contracted work days will be at least 180 for classified employees. (Education Code §46207, §46208, §47612(d)(3), §47612.5, Title 5 CCR 11960)

#### 4. LUNCH PERIODS AND REST PERIODS

The District shall establish an unpaid uninterrupted lunch period of not less than one-half hour for each bargaining unit employee working five (5) or more consecutive hours per day. The District shall provide one paid fifteen (15) minute rest period for each bargaining unit employee for each four (4) hour consecutive period worked at times approved by the immediate supervisor but not during the first or last hour of the workday.

#### 5. PROBATIONARY PERIOD

##### New Hires

An employee who has served an initial probationary period in a classification covered by this agreement for a period of six (6) working months (or 135 working days) of service, regardless of the number of hours worked per day, shall be deemed to be in permanent classified service. The summer recess period, or any other extended period of time which the employee is not working, inclusive of approved leaves of absence, shall not be counted as time served in probationary status. During the probationary period, investigations, ratings and examinations shall be used to determine whether the employee is qualified for permanent status.

##### Promotions

Employees who promote to a higher classification shall serve a six (6) month probationary period in the new position.

The District agrees to incorporate employee seniority as a factor in considering employees for promotion within the District.

##### Re-employment:

A permanent employee who resigns and is subsequently rehired within 39 months will serve a six month probationary period.

## 6. SAFETY SENSITIVE POSITIONS

Employees in safety sensitive positions shall be subject to the provisions of Federal law and regulations and District Policy and Administrative Regulations 4212.42 requiring a drug and alcohol testing program.

## 7. SPECIAL EDUCATION ASSIGNMENTS

Effective 1998/99, a separate classification will be established for Special Education Health Assistants who are required to handle specialized physical health care services such as catheterization, gavage feeding, suctioning, or other services that require medical training. The range for this classification will be 15. The Health Assistant's salary will be changed to range 15 at the time they begin providing specialized services. At the beginning of each school trimester, salary adjustment will be made to range 14.5 for Health Assistants who have discontinued providing specialized services during the prior trimester. Persons in this classification must demonstrate competence in basic cardiopulmonary resuscitation and shall be knowledgeable of the emergency medical resources available in the community in which the services are performed. Persons in this classification shall also be trained in the administration of specialized physical health care and shall work under the supervision of a school nurse, public health nurse, or licensed physician or surgeon.

The assignment of Special Education Assistants will end when the student with which they are working leaves the district or no longer requires the services, at which time the unit member will be reduced to range 14.5, Special Education Assistant. The number of hours assigned to Health Assistants may vary from year to year depending on the needs of the student. Should the location where the services are being provided to the designated student change, the Health Assistant shall have the option to continue or terminate the assignment.

## 8. BUS SELECTION PROCESS

- 8.1 All bus routes will be bid annually on the basis of seniority.
- 8.2 Bus routes will be bid using the route information that is provided to Bus Drivers prior to the start of the school year. Such information will be provided not later than two weeks prior to the route selection process.
- 8.3 Bus Drivers must be qualified and have all necessary training, licenses or other certification for the bus route they select at the time of selection. Once the route selection process is conducted prior to the end of the school year, drivers will be provided the opportunity to become proficient for the bus route selected prior to the start of the coming school year. Up to 2 hours of paid training will be provided annually for drivers who have not previously been certified as being proficient. Up to 1 hour of training will be provided annually for drivers who were previously certified as proficient and want to have updated training. This proficiency training time may be considered as

part of the 10 hours of annual paid inservice time.

- 8.4 Drivers must provide written notification of their preferences, in rank order, for all bus routes to the Director of Transportation two days in advance of the bus route selection if they cannot be present.
- 8.5 Routes attached to Bus Driver/Garage Helper positions for the outlying schools (Lake Don Pedro, Coulterville, Yosemite/El Portal) will be determined by the Director of MOTFW and are not part of the bid process. The bus routes for Mariposa-area Bus Driver/Garage Helper positions will be those Mariposa-area bus routes with the fewest hours.
- 8.6 Late runs will be bid as part of the route selection process.
- 8.7 If a Bus Driver position becomes vacant during the school year after route selection for that year, the vacancy will be advertised in accordance with District policy.
- 8.8 The Lake Don Pedro bus routes will include a 1/2 hour for washing and fueling buses.
- 8.9 Time worked to bring the buses to Mariposa for servicing will be paid as extra time or overtime, pending supervisor approval.

## 9. CONTRACTED LATE RUN ROUTES

This section defines the selection and contract of late run routes during the school year.

- 9.1 Late activity bus routes will occur Monday through Thursday.
- 9.2 Late activity bus routes are less contracted days than regular bus routes, as they do not include Fridays.
- 9.3 Late activity school bus routes are a separate contract from regular home-to-school routes.
- 9.4 If the driver gets to the school bus line-up and has no students riding on the late bus that day, they will be paid for the time they worked and have the following options for the remainder of the contracted time:
  - 9.4.1 Make arrangements the following day to make up the time
  - 9.4.2 Use personal necessity time, if available
  - 9.4.3 Absent deduct the time.

## ARTICLE V

### WAGES

WAGES shall remain unchanged except for amendments in each of the provisions below:

1. SALARY – See Appendix A for Classified Salary Schedules. Longevity steps will be designated as such and not listed as Step 10; 15; 20; 25; and 30. Effective 7/1/2023, the salary schedule shall be adjusted by 2.7%. In addition, a Step 6 will be added to the salary schedule at a cost of 2.3%.  
The salary schedule shall be adjusted by 1.5% effective 7/1/2024.
  - 1.1 A 3% longevity step will be paid at year 10.
  - 1.2 A 3% longevity step shall be paid upon completion of the 14th year of continued service in the District.
  - 1.3 An additional 3% longevity step shall be paid upon completion of the 19<sup>th</sup> year of continuous service in the District.
  - 1.4 An additional 3% longevity step shall be paid upon completion of the 24<sup>th</sup> year of continuous service in the District.
  - 1.5 An additional 3% longevity step shall be paid upon completion of the 29<sup>th</sup> year of continuous service in the District.
2. ADVANCE DATE FOR STEP INCREASES
  - 2.1 All employees will have a July 1 advance date for purposes of step increases, regardless of their date of hire. The cutoff date to advance on July 1, for the first year of employment will be February 1. Employees hired between July 1 of the current calendar year and February 1 of the following calendar year will receive their first step increase on July 1 of the following year. Employees hired February 2 through June 30 of the current calendar year will receive their first step advance on July 1 of the following calendar year.
3. PAYCHECK ISSUANCE
  - 3.1 Paycheck issuance for 10 or 11 month employees will comply with federal and state income tax withholding regulations for constructive receipt. Employees will receive their payroll checks only during the months they work. Payroll checks in equal amounts will be issued August through June. Payroll checks received during months in which the employee is not working will be a summer deduction check, not a payroll check. Employees must complete and submit a Summer Pay Voluntary Deduction Form to the payroll office by

the 15<sup>th</sup> of the month to establish the summer pay deduction. Ten or eleven month employees can continue to elect to have their pay issued in 11 or 12 checks annually which may include a summer pay deduction check.

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

#### 4. OVERTIME

- 4.1 The District agrees to compensate bargaining unit employees at the rate of one and one-half times the employee's regular rate for each hour of work ordered and/or approved by the supervisor in excess of the eight (8) hour work day, in excess of the forty (40) hour work week, or during the employee's regular day off. The one and one-half time compensation rate shall be in addition to the regular compensation rate when applied to work performed on a holiday.
- 4.2 The supervisor shall inform an employee of the intended method of payment (cash or compensatory time) at the time of directing overtime work. A supervisor shall grant compensatory time off at the same prorated ratio as overtime cash payment.
- 4.3 Compensatory time off shall be granted at the convenience of the District not later than thirty (30) days following the date in which the overtime is worked by the employee. In the event the District does not allow compensatory time off within thirty (30) days, the employee shall thereafter be paid in accordance with provision 2.1 above.
- 4.4
  - (a) An employee may refuse to work overtime and may not be required to work overtime except in an emergency or critical condition as defined in Article III, Section 2.
  - (b) Overtime and extra time shall be offered on a rotational basis starting with senior persons. Refusal to do extra/overtime drops that person to the bottom of the rotational list.

#### 4.5 BUS DRIVERS OVERTIME/EXTRA TIME/EXTRA WORK ASSIGNMENTS

The following definitions shall apply to this article.

Overtime/Extra Time and Field Trips: Field trips or assignments on days school is not in session.

Extra Transportation Work Assignments: Field trips and extra driving assignments

on school days.

Special Education Field Trips. Trips for Special Education students will be assigned to Special Education Bus Drivers as they are familiar with the students' medical needs and are more prepared to handle problems that might arise.

**OVERTIME / EXTRA TIME AND FIELD TRIPS (Non-school Days)**

These trips will be assigned to bus drivers on a rotational basis by seniority. A seniority list will be established for participating drivers. Bus drivers must notify the transportation dispatcher if they are interested in driving field trips. In cases where the Transportation Department receives less than twenty-four (24) hours notice of a field trip, assignment shall be made to any driver, without regard to any list.

The Transportation Dispatcher will phone or email notification of assignments to those drivers who do not report to the Mariposa Bus Garage.

Drivers scheduled for trips which are canceled will go to the top of the list. Drivers who have indicated acceptance of a field trip and subsequently cancel or do not show up for the assignment will be removed from the rotational list for a period of six months. Cancellation due to illness of the driver or a family emergency will not result in removal from the assignment list, however, the assignment will be considered that driver's turn for the current rotation. It is the driver's responsibility to notify the Transportation Dispatcher in the event of illness or a family emergency.

Driving assignments for tournaments may be assigned to one driver according to the rotational list if those trips will not conflict with their regular assignment.

A driver who no longer wishes to be assigned field trips should notify the Transportation Dispatcher. When the driver wishes to resume accepting assignments, he/she should request to be added back on the list.

It is understood that rotational seniority assignment of field trips does not mean there will be equity of driving time.

**EXTRA TRANSPORTATION WORK ASSIGNMENTS (School Days)**

Extra time trips and driving/work assignments will be assigned on a rotational basis by seniority. A seniority list will be established for participating drivers. Bus drivers must notify the Transportation Dispatcher if they are interested in driving extra time trips. These assignments are separate from assignments for field trips as outlined above. These assignments are not to conflict with a driver's regular working schedule, and only include duties within the job description for bus drivers. Field trip and substitute bus drivers will be used for work assignments which conflict with drivers' contracted work schedules. This will include late bus driving assignments when it is part of the driver's assigned run. Extra work assignments which were previously assigned to and accepted by a driver who is subsequently unable to take the assignment due to illness or other reasons will be given to

another driver or a substitute driver if a contracted driver is not available.

The following criteria are listed in priority order, with emphasis given to equalizing the number of assignments. Assignments which are in addition to the driver's contracted time and which are of at least one hour duration will be noted on the assignment sheet and counted as one additional assignment.

- a. Availability – driver's ability to perform the assignment without interfering with their contracted bus run.
- b. Location - Driver is in the location of the origin of the trip.
- c. Least amount of accumulated extra driving/work assignments.
- d. Seniority.

In cases where the Transportation Department receives less than twenty-four (24) hours notice of an extra work assignment, assignment shall be made to any driver, without regard to any list, in order to serve the needs of the staff and students without delay.

Assignment to cover the regular route for a driver who is off work will be made according to the criteria in this section or to a substitute driver.

#### SPECIAL EDUCATION FIELD TRIPS

These trips will be assigned to Special Education bus drivers on a rotational basis by seniority. Field trips and extra work assignments are not to conflict with a driver's contracted work schedule. This shall include driving for Special Education summer school.

#### SPECIAL EDUCATION ROUTES – STUDENTS IN TWO OR MORE DISTRICTS

Bus driver's assigned routes that include the transporting of students attending two or more districts will follow the MCUSD school day calendar. Any additional days beyond the MCUSD school calendar that a driver would be required to work in order to accommodate the out-of-district student's school schedule, will be paid as extra time. The bus driver regularly transporting these students may choose to work the additional days or request a substitute driver. If no substitute driver is available, the regular driver will transport the student.

#### SUMMER SCHOOL ASSIGNMENTS

All bus drivers shall be informed of summer driving jobs for summer school. Routes shall be given to driver(s) who request said work in order of descending seniority until all routes are filled.

#### GENERAL PROVISIONS

All assignments will begin a new cycle each year effective July 1.

Special requests from Principals, teachers, drivers or others for trip assignments

will not be entertained.

Qualifications for trips/assignments shall be determined by the Transportation Supervisor or designee. The reason for non-assignment of field trips related to qualifications will be discussed with the driver and efforts made to provide appropriate training. Practice driving shall be done on the driver's off duty hours and will not be paid.

Drivers will be paid for training which is required by the District. With permission of the Transportation Supervisor, drivers may voluntarily practice their driving skills without pay on off duty hours in order to improve their qualifications for assignments.

All field trip forms will be turned in to the Transportation Office completed in full and promptly at the completion of each trip.

#### 5. SHIFT DIFFERENTIAL

Any bargaining unit employee who works at least half (1/2) of his normal work shift after 6 p.m. or before 6 a.m. shall receive \$.35 per hour above the regular pay rate for all regular hours worked on this shift on designated school days.

#### 6. SPLIT SHIFT DIFFERENTIAL

Any bargaining unit employee whose normal work shift contains one or more periods of unpaid time exceeding three (3) hours in continuous duration and who would have to travel thirty (30) or more miles one way to return home during this period shall be paid an additional ten (10) cents per hour above the regular pay rate for all hours worked on this shift.

#### 7. SHIFT PREMIUM FOR LATE RUN BUS DRIVERS

Bus Drivers who have the late run as part of their contracted work year will receive a differential of \$.50 per hour for the portion of their contracted work year that represents the actual hours and days that they drive the late run. This differential will be included as part of the base salary for these positions. Contracted employees who substitute for the regular driver will receive the \$.50t differential for the actual hours and days that they drive the late run for the regular driver. The \$.50 differential will not apply to non-contracted, day-to-day substitute drivers. The use of a substitute will not affect the differential payment for the regular contracted driver.

#### 8. MINIMUM CALL-IN TIME

Any bargaining unit employee called back to work, either after normal working hours or on a day not worked, shall receive pay at the overtime pay rate for the time worked plus one-way travel time of up to one hour from home to the work site with a minimum total call in time of two hours. The two-hour minimum call-in time does not apply to employees who are required to arrange for substitutes from home outside their normal work hours. The basis for payment of time to arrange for substitute employees will be in increments of 15 minutes, with a 15- minute minimum.

## 9. REASSIGNMENT

### 9.1 To Higher Classification

Any bargaining unit employee who is reassigned to a position with a higher salary range shall be placed on the step in the new classification presenting the next higher amount of money.

### 9.2 To Equal Classification

Any bargaining unit employee who is reassigned to a position with the same salary range shall be permitted to retain the same step status held in the former position.

### 9.3 To Lower Classification

Any bargaining unit employee who is reassigned to a position with a lower salary range shall be permitted to retain the same step status held in the former position.

## 10. JOB CLASSIFICATIONS

10.1 District and CSEA have the ability to create dual-classification positions (i.e. bus driver/garage helper, custodian/maintenance, food service assistant/server, etc.) in order to create an 8-hour position. Employees will be paid for the time worked in individual classifications according to the salary schedule placement for that classification.

10.2 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 board, for any period of time which exceeds five working days within a 15-calendar period except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five working days provided that the salary is adjusted upward for the entire period the employee is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside the employee's normal assigned duties".

## 11. TEMPORARY ASSIGNMENTS

For temporary assignments outside the unit member's contracted work days, unit members will be paid on the salary range established for the temporary assignment

## 12. SALARY RANGE FOR GRANT/SPECIAL FUNDED EMPLOYEES

Employees hired with grant funds or other special funding who are performing job duties that fall within CSEA job classifications should be paid on the appropriate salary range. CSEA will be consulted on any employee to be paid outside the regular salary schedule, which may result in an employee's salary being lowered.

Any mutually-agreed change of salary range between CSEA and the District will be non-grievable.

**ARTICLE VI**  
**HEALTH AND WELFARE BENEFITS**

**1. BENEFITS**

District will pay \$14,000.00 for health, dental and vision benefits for full time employees and dependents and pro-rated benefits for part-time employees at percentages outlined in the CSEA contract. The \$14,000.00 will be the ceiling amount the District will pay for future health benefit packages unless otherwise negotiated.

For benefit plans for classified employees and retirees see Appendix C.

**2.** Bargaining unit employees who currently work four (4) or more hours per day shall be considered as eligible to receive the insurance benefits indicated in the Article except for Items 5 and 6 of this Article, and the health plan changes listed below as agreed upon by CSEA and the District. Continued eligibility is dependent upon continued employment at four (4) or more hours per day. Fringe benefits coverage shall terminate on the last day of the month following the termination date of an employee or the reduction in hours below the four (4) hour level of the incumbent employee only if the reduction is due to a loss of funds for a special project, a loss of pupils in a class or at the request of the bargaining unit employee.

Health benefits will be prorated for new part-time employees hired July 1, 1993 or after as follows:

<u>Employee Hours</u> 10-1-05)	<u>District Share/Employee Share (effective</u>
4 hours to 4.99 hours	60% / 40%
5 hours to 5.99 hours	70% / 30%
6 hours to 6.99 hours	80% / 20%
7 hours to 7.99 hours	90% / 10%
8 hours	100% / 0%

Employees who work four (4) hours or more and who were hired prior to July 1, 1993 will continue to receive full benefits paid for by the District. Employees may choose not to participate in the entire benefits plan, but may not opt out of only a portion of the plan. Full time employees may opt out of the medical benefits portion of the plan, but may not opt out of dental and vision coverage.

**3.** Bargaining unit employees on paid leave are considered to be continuous employees and no interruption to the fringe benefit program shall be imposed upon employees on paid leave. Bargaining unit employees on an unpaid leave extending beyond thirty (30) days shall have their fringe benefit program terminated for the remaining duration of the leave. An employee may continue fringe benefit coverage while on an unpaid leave by paying the full premium in advance including the District's contribution for the duration of the leave. Termination of employment due to layoff or resignation for any reason shall terminate fringe benefits on the last

day of the month of the employee's severance from the District.

4. The District will pay the premiums for insurance benefits indicated in this Article for the three (3) summer months of July, August and September for all the bargaining unit employees continuing in employment for the coming school year, regardless of date of hire in the first year of employment.
5. Unit members whose hours are involuntarily reduced through layoff will maintain their current benefits payment level until August 31 of the year in which the benefits are reduced. This item will not apply to layoff due to reduction or elimination of categorical funding.

A classified employee between the ages of 55 years and 60 years who elects to retire is eligible for continued medical insurance providing he/she has been employed by the Mariposa County Unified School District for at least eighteen (18) years. A classified employee between the ages of 60 year and 65 years who elects to retire is eligible for continued medical insurance providing he/she has been employed by the Mariposa County Unified School District for at least fifteen (15) years. If the District's health carrier requires the District to pay a composite rate for retirees between the ages of 55 and 65, the retiree's spouse may be covered under the same plan until the retiree reaches age 65, provided the premium does not exceed that of a current employee. If the premium does exceed that of a current employee, the retiree will pay the difference. If there is not a composite rate for medical insurance, the District will pay only the employee's share of the insurance premium in effect at the time of the employee's retirement during the time between ages 55 and 65. Coverage shall be in effect from the date of retirement and shall continue until he/she reaches the age of 65. The employee has the option to pay for the spouse's coverage.

6. District will pay the cost for medical only coverage for retirees between the ages of 55 and 65 at the single or two party rate as long as that amount does not exceed the cost of medical only coverage for an active employee.
7. The District agrees that all future health care premium increases will be communicated in writing to CSEA no later than June 1 of each year, provided such costs are provided to the District by the health plan carrier within 10 working days of this deadline. If the rates are not provided to the District within the 10 working day deadline, the District will provide CSEA with the increases in writing within 10 working days after receiving the information. Should the District fail to meet the above stated deadlines, the District agrees to absorb any additional premium increases until negotiations with CSEA are settled on this issue.

## ARTICLE VII

### HOLIDAYS

#### 1. SCHEDULED HOLIDAYS

The District agrees to supply all eligible employees in the bargaining unit with the following paid holidays.

New Year's Day

Martin Luther King Day

Lincoln Day

Washington Day

Memorial Day

Independence Day

Juneteenth

Labor Day

Admission Day

Veterans Day

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Day

The District shall set the date of each holiday annually and shall make available to each employee a Classified Employees' Work Year Calendar on which the dates shall be listed.

#### 2. HOLIDAY ELIGIBILITY

A bargaining unit employee shall be in a paid status on the workday either immediately preceding or succeeding the holiday in order to be paid for the holiday.

## ARTICLE VIII

### VACATIONS

#### 1. ELIGIBILITY

Bargaining unit employees who have completed six (6) months of service shall accumulate vacation at the regular rate of pay earned at the time the vacation is commenced.

#### 2. PAID VACATION

If the employee is not permitted to take his 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 District. The employee may be granted vacation during the school year, even though not earned at the time the vacation is taken, at the option of the immediate supervisor.

#### 3. VACATION ACCUMULATION

##### 3.1 Members of the bargaining unit shall earn vacation on an hourly basis in accordance with the following schedule:

From the first year through the twelfth year of service, vacation shall be accrued at the rate of 1.25 days of vacation for each month the employee is in paid status for more than one-half the working days in the month.

Commencing with the thirteenth year through the completion of the fifteenth year of service, vacation time shall be accrued at the rate of 1.41 days of vacation for each month the employee is in paid status for more than one-half the working days in the month.

Commencing with the sixteenth year through the completion of the eighteenth year of service, vacation time shall be accrued at the rate of 1.66 days of vacation for each month the employee is in paid status for more than one-half the working days in the month.

Commencing with the nineteenth year through the completion of the twentieth year of service, vacation time shall be accrued at the rate of 1.83 days of vacation for each month the employee is in paid status for more than one-half the working days in the month.

##### 3.2 The District also agrees to grant one additional vacation day for 12-month bargaining unit employees to be taken, if possible, on the last working day before Christmas Day.

#### 4. VACATION PAY UPON TERMINATION

On separation from service, the employee shall be entitled to lump sum compensation for earned and unused vacation, not to exceed the current year, except the employees who have not completed six (6) months of employment.

## 5. VACATION CARRY-OVER

Bargaining unit employees with balances over the allowed maximum noted in Item 4 above will be cashed out on an annual basis, except in cases where prior approval has been granted to carryover a higher amount for utilization for a pre-approved situation. Any bargaining unit employee who works more than 195 days a year may carry over all earned days of vacation, or up to thirty (30) days for a special event requested by the employee and approved by his supervisor.

## 6. HOLIDAYS

When a holiday, as defined in this Agreement, occurs during the scheduled vacation of a bargaining unit employee, the employee will receive pay at the regular rate of pay for the holiday and shall not be charged a vacation day for absence on the holiday.

## 7. VACATION SCHEDULING

The District reserves the right to schedule vacations at times least disrupting to the normal work routine. Vacations are to be taken in accordance with the District's Classified Work Year Calendar which is made available to each employee. All vacation periods will be subject to the approval of the immediate supervisor. Disputes arising from the scheduling of vacation shall not be subject to the provisions of Article XIV, Grievance, of this Agreement.

If there is any conflict between employees who are working in the same classification at each school or department as to when vacations shall be taken, the employee with the greatest seniority within that classification at that location shall be given preference.

## 8. INTERRUPTION OF VACATION

Any permanent classified employee with three (3) or more years of service shall be allowed to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination. 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. Routine doctor and dentist visits shall not be allowed under this rule. Illness must be for at least one day or more.

## ARTICLE IX

### LEAVES

#### 1. BEREAVEMENT LEAVE

- 1.1 The District agrees to grant necessary leave of absence with pay at the employee's regular rate not to exceed five (5) days, or eight (8) days if out-of-state travel is required, on account of the death of any member of the immediate family or a member of the bargaining unit. Members of the immediate family shall mean the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, or registered domestic partner; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law of the employee, or any relative living in the immediate household of the employee.
- 1.2 One (1) day of bereavement leave is permitted on account of the death of any person not in the immediate family as defined above.
- 1.3 Members of the bargaining unit shall be required, whenever possible, to contact their immediate supervisor or district office prior to the start of their regular work shift to request Bereavement Leave.
- 1.4 Verification of Bereavement Leave upon return from leave: Members of the bargaining unit shall be required to complete a leave verification form provided by the District.

#### 2. JURY DUTY

The District agrees to grant members of the bargaining unit regularly called for jury duty in the manner provided by the law, leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly assigned working hours. Employees, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the Court. The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for jury duty, less meals, travel and parking allowances. A bargaining unit employee shall return to work promptly after being released by the court when he has served less than four (4) hours that day. Should an employee not return to work from jury duty as defined in this section, the employee must use other leave or receive an absent deduction of pay. An eight (8) hour bargaining unit employee who works a regular assigned shift commencing at 6:00 p.m. or after and who is required to serve more than four (4) hours shall be relieved from work with pay.

The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation.

#### 3. SICK LEAVE

- 3.1 Members of the bargaining unit employed full-time by the District shall be entitled to 96 hours leave of absence for illness or injury per fiscal year exclusive of days they are not required to render service. Hours, as used in this Article, means the employee's regularly assigned hours, exclusive of overtime.
- 3.2 Members of the bargaining unit employed less than five (5) days a week and/or less than a full fiscal year are entitled to that pro-ration of 96 hours leave of absence for illness or injury as the number of hours they are employed bears to 96 hours.
- 3.3 Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the employee's assigned work year. Probationary employees of the District shall not be eligible to take more than six (6) days or the proportionate amount to which they may be eligible under 3.2 and 3.3.
- 3.4 If a member of the bargaining unit does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.
- 3.5 Members of the bargaining unit absent due to illness or injury must follow procedures established by their immediate supervisor to notify their department of intent to be absent, the nature of the illness or injury and the anticipated duration of the illness not later than one-half hour after the start of the work shift in order to be eligible for paid illness or injury leave.
- 3.6 Members of the bargaining unit requesting paid illness or injury leave may be periodically required, at the discretion of their immediate supervisor, to provide medical statements on forms supplied by the District with any medical cost to be borne by the District. Members of the bargaining unit absent for more than five (5) consecutive assigned work days may be required to submit a medical release to their immediate supervisor prior to being permitted to return to work.
- 3.7 Members of the bargaining unit shall be required to submit the medical examinations, at District expense, at the discretion of the District.

#### 4. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- 4.1 Members of the bargaining unit who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave in any one fiscal year. This leave shall not be accumulated from year to year. Industrial accident or illness leave will commence on the first day of absence.
- 4.2 Payment for wages lost on any day shall not, when added to an award granted under the Workers' Compensation laws of this State, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one day for each day of authorized absence, regardless of a

compensation award made under the Workers' Compensation. 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 industrial injury and illness occurred.

- 4.3 Employees shall be required to serve or have served the District in a paid status continuously for a period of three (3) years to be eligible for industrial injury and illness leave.
- 4.4 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave will be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this State at the time of the exhaustion of benefits under this section, he shall be entitled to use only so much of his accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.
- 4.5 During any period when a bargaining unit employee is receiving his regular salary from the District, he is required to endorse over to the District all temporary disability payments received from the State Compensation Insurance Fund.
- 4.6 When all available leaves of absence, paid or unpaid, have been exhausted and if the bargaining unit employee is not medically able to assume the duties of his position, he shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, he shall be employed in a vacant position in the class of his previous assignment established because of lack of work or lack of funds, in which case he shall be listed in accordance with appropriate seniority regulations.
- 4.7 Any bargaining unit employee receiving benefits as a result of this section will remain within the State of California unless the District Office authorizes travel outside the State.
- 4.8 A bargaining unit employee who has been released for return to his duties by the State Compensation Insurance Fund and/or his physician, but fails to return to said duties, shall be terminated.

## 5. EXTENDED ILLNESS LEAVE

- 5.1 When a bargaining unit employee has utilized all of his accumulated sick leave and still is absent from his duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from the salary due to him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his position during his absence. (Education Code Section 45196)

5.2 Entitlement to sick leave provisions under this section, if any, shall be considered "entitlement to other sick leave" for the purposes of computing benefits under the provisions of Section 45192 if the absence is for industrial accident or illness and shall be used after entitlement to all regular sick leave, accumulated compensation time, vacation or other available paid leave has been exhausted.

## 6. PREGNANCY DISABILITY LEAVE

6.1 A bargaining unit employee shall be granted a leave of absence for reasons of pregnancy and convalescence following childbirth. The beginning and ending dates of such leaves shall be set by the District after receiving recommendations from the employee, her physician and her supervisor. The ability of any particular pregnant employee to continue or return to work is an individual matter to be considered on the circumstances of each individual case and work assignment. (California Code of Regulations, Title 2, Section 11042.)

6.2 A leave of absence for reasons of pregnancy shall be considered as illness and covered by sick leave (IX.3) and extended illness leave (IX.5).

## 7. PERSONAL NECESSITY LEAVE

7.1 Every bargaining unit employee shall be entitled to use ten (10) days of his paid sick leave allotment during each school year in case of personal necessity.

7.2 Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, that necessitate immediate attention and that cannot be taken care of after work hours or weekends. Four (4) days of personal necessity leave may be used at the discretion of the employee without the necessity of providing a reason for such use. Personal necessity days, including the four discretionary days, may not be used for vacation and/or recreation.

7.3 If possible, the requested leave must be approved by the immediate supervisor in advance of the absence.

7.4 If this is not possible due to unexpected circumstances, the immediate supervisor must be notified by phone or email immediately.

7.5 A written notification in attendance tracking system shall be submitted to the immediate supervisor within ten (10) calendar days of the absence.

## 8. UNPAID LEAVE OF ABSENCE

8.1 Every permanent bargaining unit employee may request an unpaid leave of absence.

8.2 A bargaining unit employee on unpaid leave of absence shall not be entitled to receive wages and fringe benefits including but not limited to insurance and retirement benefits.

- 8.3 A bargaining unit employee on unpaid leave of absence shall give written notice to the District on intentions to return, such notice to be submitted by a date set by the District. Failure to give such notice will be considered as notice that the employee does not intend to return and that his position is vacant.
- 8.4 Any unpaid leave of absence beyond thirty (30) days shall be considered a break in service.
- 8.5 The District shall provide bargaining unit employees on approved unpaid leaves of absence the option to continue the District group plan of health insurance up to one year during the period of the leave. The employee shall reimburse the District for all premium costs of the insurance, monthly or quarterly, in advance, by the 25th. Failure to do so will mean automatic termination of insurance.

## 9. CATASTROPHIC LEAVE

- 9.1 As a member of the Catastrophic Leave Program, a classified employee who has exhausted all of his/her sick leave may draw upon the leave program under the following conditions:
  - 9.1.1 Employee is experiencing a catastrophic illness or injury
  - 9.1.2 Employee has been employed by the district for a period of one full school year
  - 9.1.3 The benefits of this program are limited to forty (40) days per classified employee per fiscal year
- 9.2 A classified employee may become a member of the Catastrophic Leave Program and thereby become eligible for receipt of the benefits under the program by filing with the Human Resources Department an irrevocable donation of hours equivalent to one (1) contracted sick day. Employees who enroll in the program will contribute one sick day each year until they have contributed a total of three sick days to the bank. If the total number of days in the bank drops below 80 days, the maximum number of days to be contributed will be increased by one sick day per member.
- 9.3 Newly hired classified employees shall have 30 calendar days from the date of hire to enroll in the Catastrophic Leave Program and shall be assessed one (1) day of sick leave. The effective date of coverage shall be the first day of the month following enrollment. Classified employees who elect not to join the Catastrophic Leave Program upon first becoming eligible may enroll by notifying the Human Resources Department by September 15<sup>th</sup> of any given year. These new enrollees will have a waiting period of one school year after joining the Bank before becoming eligible to withdraw days from the Bank.
- 9.4 The classified employee must provide physician verification of catastrophic illness or injury and must request leave in writing.
- 9.5 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the classified employee for an extended period of time, and the

taking of extended time off work creates financial hardship for the classified employee because he/she has exhausted all paid leave.

9.6 A committee comprised of officers of the California Schools Employees Association shall administer the program.

The committee shall meet with a representative from the District Personnel Office to review, approve or deny on a case-by-case basis applications for catastrophic leaves.

An eligible classified employee must submit a written request for catastrophic leave to the California School Employees Association president or their designee.

Upon approval, the CSEA committee will approach its members for sick leave donations. The anonymity of the recipient will remain intact.

9.7 In addition, a classified employee may donate up to 20 sick leave days to a member of his/her immediate family who is a classified employee as defined in the agreement between the California School Employee Association and the District.

## 10. FAMILY LEAVE

10.1 The District agrees to honor all provisions of the Family Leave Act in accordance with District policy, and State and Federal regulations. If District policy, State and Federal regulations differ from one another relative to specific issues, the most beneficial to the unit member will be implemented.

10.2 Leave under the Family and Medical Leave Act may be used for the following purposes:

- Birth and care of newborn child
- Placement with the employee of a child for foster care or adoption
- To care for an immediate family member (spouse, child or parent) with a serious medical condition
- To take leave for the employee's own serious medical condition

To be eligible for Family Leave, the following must exist:

- The employee must have a total of 12 months of service with the District
- The employee must have worked 1,250 hours over the previous 12 months

Family Leave provides up to 12 weeks of unpaid, job protected leave with benefits during a 12 month period. The District may require use of paid leave concurrently with Family Leave. Family Leave runs concurrently with all other leaves, except Pregnancy Disability. The employee must give as much notice as possible, but no less than 30 days for foreseeable leave. Due to the complexities of the Family and Medical Leave Act, employees are encouraged

to contact the District Human Resources Department to discuss the provisions of this leave. Should any changes be made in federal or state Family Leave law which would affect the above information, such changes will be incorporated into this article.

## 11. BREAK IN SERVICE

- 11.1 Employees on a Board approved paid leave of absence provided by the provision of the Article, shall not be considered to have a break in service for purposes of earning sick leave and vacation and being permitted to participate in the health and welfare benefits of Article VI. Employees on a paid leave of absence provided by the provisions of Article IX, shall not be eligible for benefits provided in this Agreement related to grievance, seniority and step increases.
- 11.2 Any seniority earned by a classified employee in the service of the District shall be accepted by CSEA as seniority in the unit recognized in this Agreement upon entry of the employee into the unit.
- 11.3 Employees returning from a paid or unpaid leave shall be placed by the District in the original position in which the employee served prior to the leave.

## 12. OTHER

- 12.1 Leaves of absence may be granted to an employee on a paid or unpaid leave at any time at the sole discretion of the Board.

## ARTICLE X

### LAYOFFS

Notice of Layoff: Permanent classified employees shall be given notice by March 15th that the employee's services will not be required for the ensuing year due to lack of work or lack of funds. Advanced notice of proposed layoff will be provided to the employee and CSEA. Any notice of layoff shall state the reasons that the employee's services will not be required for the ensuing year, and inform the employee of the employee's displacement rights, if any, and reemployment rights.

Specially funded Programs: When classified positions must be eliminated as a result of the expiration of specially funded program, the employees to be laid off shall be given written notice not less than 60 days proper to the effective date of their layoff informing them of their layoff date and the displacement rights, if any, and reemployment rights.

1. In the event that the District finds it necessary to lay off unit members due to a lack of funds or lack of work resulting in the reduction or elimination of a particular service, seniority of unit members under Education Code Section 45308 shall be determined on the basis of date of hire with MCUSD.
2. In the event of layoff, the District agrees to meet and negotiate the effects of such layoff on affected employees on the request of the Association to do so.
3. Unit members whose hours are involuntarily reduced through layoff will maintain their current benefits payment level until August 31 of the year in which the benefits are reduced. This item will not apply to layoff due to reduction or elimination of categorical funding.
4. The following will be the accepted method and process in determining employee seniority, and bumping rights:
  - a. Seniority for layoff and bumping will be based upon the original date of hire within the District (i.e. overall time in service).
  - b. An employee in the position to be eliminated will bump the least senior person within that class (See Appendix D).
    - i. If multiple positions are being eliminated, consideration will be given to offering positions with similar contracted hours and days.
    - ii. If multiple positions are being eliminated, consideration will be given to the residence and/or work location of the employee who is being transferred as a result of bumping.
  - c. Employees can only bump into a position within their current class.
  - d. Employees cannot bump into positions with a higher salary range.
  - e. Employees cannot bump into positions that require a license unless they already have the required license as of the date of the adopted layoff resolution.

- f. Employees who are bumping must meet the qualifications listed in the job description for the position(s) into which they will bump.
- g. The number of contracted days for any position into which an employee will bump will not be changed to accommodate bumping.
- h. The number of contracted hours for any position into which an employee will bump will not be changed or split to accommodate bumping.

5. All custodians shall be informed of summer maintenance jobs. Maintenance work shall be given to custodians (must meet basic requirements of the specific job) who requested said work in the following order:

- a. Custodians who have received a layoff notice in order of descending seniority until all jobs are filled.
- b. If jobs/positions remain unfilled, said work shall be assigned to all other custodians in descending seniority order.

## ARTICLE XI

### TRANSFERS / PROMOTIONS

#### 1. ADMINISTRATIVE TRANSFERS

The District may transfer any unit member for the following reasons. The reason for the transfer under any of these conditions will first be discussed with the CSEA Chapter President and the unit member.

- Emergency situations: A unit member may be transferred for up to thirty (30) work days in case of an emergency, or in case no unit member applies for transfer to a vacant unit position. An employee transferred under this provision shall receive compensation for any increased mileage or be provided transportation; any increases in driving time shall be counted as time worked. Emergencies shall include a transfer which resolves a location situation of severe gravity. Transfers may be extended beyond the 30 day period with the agreement of the employee. Additional mileage and driving time compensation shall not be extended beyond 30 days unless approved by the Superintendent, and shall cease should the transfer become permanent.
- Medical necessity: A unit member may be transferred to an existing vacant position for which they are qualified for a medical reason which would be alleviated by the transfer as documented by a licensed physician and reviewed by the Superintendent. This section will not prohibit the District from providing accommodations other than transfer to alleviate the unit member's medical condition.
- Unsatisfactory Performance: A unit member may be transferred one time to an existing vacancy for which he/she is qualified if the unit member's evaluation has an overall ranking of unsatisfactory or needs improvement, or if the unit member is rated as unsatisfactory or needing improvement in a least three areas of the evaluation. A performance improvement plan will be developed and implemented for at least three months prior to transfer.
- Discipline: A unit member may be transferred one time to a position for which he/she is qualified as an alternative to suspension or dismissal. This section will not prohibit the District from implementing discipline it deems appropriate.
- Work Climate: A unit member may be transferred to an existing position for which he/she is qualified in the interest of balancing staff with respect to experience, special skills, and talents. A meeting between the parties will be held prior to transfer in an attempt to resolve problems. The administrator at the site to which the unit member will be transferred will be consulted first for approval of the transfer.
- Other: In circumstances not specified above, or where the employer determines that there is a justifiable operational need for a reassignment, the employee

shall be transferred to another location without any loss of position, hours, and/or work year held prior to the reassignment. The immediate supervisor shall justify the need and reason for a reassignment request. An employee shall receive a minimum of a five (5) work day written notice of such permanent reassignment.

If an administrative transfer results in the unit member being placed in a position that is paid at a lower salary range, the employee will be paid on the salary range for the position to which he/she is transferred but will retain their existing step and longevity increments. If the unit member is transferred to a position at the same salary range, they will retain step and longevity increments. Unit members will not be administratively transferred to positions with a higher salary range.

## 2. LATERAL TRANSFERS

- 2.1 Notices of bargaining unit employees' vacancies are sent to all schools and departments to be posted. The notice contains a closing date to apply for each vacancy. No assignment to fill the vacancy shall be made until after the closing date of said notice.
- 2.2 A bargaining unit employee may submit a formal request for transfer to a listed vacancy at any time with the knowledge of the supervisor. The request shall follow required application procedures and deadlines as stated on the vacancy notice.
- 2.3 Consideration will be given to all candidates who meet the established qualifications for the vacancy. However, the final selection is within the sole discretion of the management of the District. Probationary employees of the District are not eligible to be considered for voluntary transfers.

## 3. PROMOTIONS

- 3.1 The District agrees to incorporate employee seniority as a factor in considering employees for promotion within the District.

## ARTICLE XII

### SAFETY

1. The District shall provide bargaining unit employees with safe working conditions.
2. The District shall comply with the provisions of the California Occupational Safety and Health Act regulations within the general industry and construction industry (where applicable) standards.
3. Bargaining unit employees are obligated to report any conditions or practices which they feel unsafe to their immediate supervisor immediately upon notice or discovery, and shall not be subjected to any repercussion for such reporting.
4. A CSEA classified employee will be appointed to the District Safety Committee.

**ARTICLE XIII**

**ASSOCIATION MEMBERSHIP RIGHTS**

**ORGANIZATIONAL SECURITY**

1. The District and the Association recognize the right of employees to form, join, and participate in activities of employee organizations and the equal alternative right to refuse to form, join, or maintain membership, and participate in activities of employee organizations. Neither party shall exert pressure on nor discriminate against an employee exercising the membership, participation, or organization rights guaranteed herein.
2. Payroll Deductions
  - 2.1. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver an application authorizing deduction of membership dues in the Association. The District shall make deductions of either dues or representation fees only upon receipt of forms provided by the Chapter which indicate the amount to be deducted and which are voluntarily signed by the employee. Nothing in this Section would preclude the employee from either paying dues, representation fees, or charitable contributions directly to the Chapter.
  - 2.2. With respect to all sums deducted pursuant to authorization of the bargaining unit member, it is agreed to remit such monies to the California School Employees Association on a tenthly basis.
  - 2.3. The District shall refer all employee questions about CSEA membership or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify the District for any claims arising from its compliance with this clause.
  - 2.4. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
  - 2.5. CSEA shall defend and indemnify the District for any claims made by an 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.
  - 2.6. The Association agrees to furnish any information needed by the Board of Education to fulfill the provisions of this Article.
  - 2.7. Upon appropriate written authorization from the bargaining unit member, the Business Services Office shall deduct from the salary of any bargaining unit member and make appropriate remittance for:
    - a. All purposes required by law.
    - b. Any other purposes mutually agreed upon by the Board of Education and the Association.

3. Maintenance of Membership

The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

4. The Chapter agrees to refund to the District any amounts paid to the Chapter in error. In case of action challenging the District's performance of its duties under this Article, the Chapter shall, at its option, either provide representation to the District or pay the cost of the District's representation.
5. The parties agree that the addition of this Article to the Agreement shall be voted upon by the unit members separate and apart from their vote on the remaining amendments to the Agreement. If the vote on the amendment to this Article fails, the language in effect for the 2007-08 school year shall remain in effect.
6. The District will agree to a change in the disability insurance carrier providing that the District has received written notification of this change by January 1, 2008, and conditioned upon the following:

The District shall be held harmless from any claims, demands, or lawsuits arising out of or from the implementation of payroll deduction for this insurance program.

The District also agrees to contribute .4% of the disability insurance taxable wage base towards the cost of disability insurance.

7. The District shall provide a CSEA representative mandatory access to its new employee orientations. The District Human Resources Department shall provide new employee orientations monthly and will provide such information on an accessible calendar to all parties. CSEA shall receive not less than 10 days' notice in advance of an orientation. The District shall provide the Association up to fifteen (15) minutes to meet with the new employees as a group for the purposes of providing membership materials and other information about the Association. The CSEA Labor Relations Representative and/or designee may also attend the orientation session.

## ARTICLE XIV

### EVALUATIONS

1. The employee evaluation process includes the following criteria:
  - a. A probationary employee shall be evaluated at the conclusion of the third and fifth month of employment. The probationary period for all bargaining unit employees shall be six (6) months or 135 workdays.
  - b. An improvement plan will be developed after the 6 month evaluation for employees who are ranked as needing improvement or having weaknesses in any area of the evaluation.
  - c. A permanent bargaining unit employee shall be annually evaluated by May 15.
  - d. A special evaluation may be requested by the employee, supervisor, and/or administration for permanent bargaining unit employees prior to May 15th.
  - e. Upon request from the Principal or Department Director, annual employee evaluations for permanent employees may be performed at a time other than May 15. This provision is intended to provide flexibility for larger departments or sites that have many evaluations to complete at one time. Probationary employees must be evaluated according to the established timeline at 3, and 5 months from date of hire.
2. Each evaluatee shall review and sign all copies of the evaluation. One copy of the evaluation shall be given to the evaluatee and one copy sent to the District Personnel Office for placement in the employee's personnel file.
3. The evaluatee shall have the right to initiate a written reaction or response to the evaluation which shall also become a permanent part of his/her personnel file.
4. The evaluator shall utilize the results of the evaluation to:
  - a. Commend an outstanding employee.
  - b. Assist a satisfactory employee to improve, as may be necessary. Suggestions for improvement may be communicated by various means.
  - c. Identify deficiencies in and provide assistance to an employee who is performing in an unsatisfactory manner.
  - d. Notify an employee whose performance remains unsatisfactory of his pending reassignment or dismissal.
5. It is the responsibility of the supervisor to notify employees of less than satisfactory performance. The supervisor shall notify the employee within five (5) work days of any infraction of his duties.

6. Notification of continued infraction(s), which have occurred within thirty (30) days of the previous infraction shall be made in writing to the employee by his supervisor within five (5) working days.
7. Bargaining unit employees who are performing in an unsatisfactory manner shall be given the following assistance and consideration:
  - a. The written evaluation shall notify the employee of his unsatisfactory performance.
  - b. The written evaluation shall identify the specific weaknesses in performance.
8. A bargaining unit employee shall be provided any negative or derogatory material before it is placed in his personnel file. He shall also be given an opportunity during the school day and with compensated release time to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material. A bargaining unit employee will be notified that any negative or derogatory material is being placed in his/her personnel file.

## ARTICLE XV

### DISCIPLINE

Progressive discipline will be used in non-emergency situations that do not require immediate suspension, demotion or dismissal. Progressive discipline would not be used in situations including but not limited to: actions that injure or threaten to injure pupils or other employees; actions that cause or threaten to cause disruption to the educational program; gross insubordination; careless in the performance of duty; or actions where the possible consequences of repetition require immediate action.

Progressive discipline normally includes a verbal warning to the employee, an informal written warning, a formal written reprimand in the personnel file, and then suspension/demotion and/or dismissal. Progressive discipline is a concept supported by the District. Nothing in this section shall prohibit the District from skipping or repeating the steps of progressive discipline as it deems necessary. Specific discipline procedures will be as outlined in District policy and the Handbook for Classified Employees.

In the event a member has requested a hearing, (pursuant to District policy and Classified Employee Handbook, Page 21, Subsection E), CSEA may elect to use the binding arbitration procedures set forth in Subsection 5 of Grievance Article XVI.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

#### 1. DEFINITIONS

- 1.1 A "grievance" shall mean a claim by a grievant that a dispute or disagreement exists involving interpretation or application of the terms of this Agreement. All matters in the Agreement for which a specific review is provided are excluded from this Grievance Article.
- 1.2 A "grievant" shall mean any classified employee in the unit covered by this Agreement, or the Association (CSEA), who is filing a grievance.
- 1.3 A "supervisor" is an administrator having immediate jurisdiction over the grievant.
- 1.4 "Working Day" shall mean days in which the District Office is open for business.

#### 2. PRE-GRIEVANCE PROCEDURES

- 2.1 Within ten (10) working days after a grievant knew, or by reasonable diligence could have known of the condition upon which the grievance is based, the grievant may present his/her grievance, in writing, to their supervisor.
- 2.2 Potential grievances should be discussed by private conference between the parties. At least two private meetings between parties shall take place before the grievance procedure is invoked.
- 2.3 If the potential grievance is not resolved at the two private meetings, then the aggrieved party may declare that a grievance exists and the provisions of this Article will be implemented.
- 2.4 If the same grievance or substantially the same grievance is made by more than one grievant against one supervisor, only grievant, on behalf of himself and the other grievants, may process the grievance.

#### 3. GRIEVANCE PROCEDURES - FIRST LEVEL

- 3.1 This statement shall be written on a report form supplied by the District. It shall be a clear, concise statement of the grievance and shall include the Article and Section of the Agreement allegedly violated, the date the alleged violation occurred, the circumstances upon which the grievance is based, the persons involved, and the remedy sought.
- 3.2 The immediate supervisor shall communicate his/her decision to the grievant in writing within ten (10) working days after receiving the grievance.

#### 4. GRIEVANCE PROCEDURES - SECOND LEVEL

In the event the grievant is not satisfied with the decision rendered by the supervisor, he may appeal to decision in writing to the next higher level(s) of administration within ten (10) working days after receiving a written decision. For each level, the ten (10)

day period to appeal and respond in writing shall apply. This procedure may be continued up through the District Personnel Office and including the Superintendent's level.

## 5. GRIEVANCE PROCEDURES - THIRD LEVEL

- 5.1 In the event that a grievant is not satisfied with the Superintendent's final decision, he/she may within five (5) working days after the receipt of his/her decision, request in writing that the CSEA submit the grievance to Arbitration.
- 5.2 If the CSEA decided to file the grievance with the American Arbitration Association, it shall do so within ten (10) working days following receipt of the Superintendent's decision. The CSEA and the Board shall attempt to select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the CSEA's submission of the grievance to arbitration, submission of the grievance shall be made to the American Arbitration Association. In any event, the parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said Association.

The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to add to, subtract from or modify the terms of this Agreement, or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be submitted to the Association and the Superintendent and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

All costs for the services of the arbitrator, including but no limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

## 6. GRIEVANCE PROCEDURE - GENERAL PROVISIONS

- 6.1 In the absence of administrators required to render decisions as outlined in the procedures, the Superintendent shall appoint a substitute.
- 6.2 A bargaining unit employee, when a grievant, and one CSEA representative shall be released from duty for the purpose of meeting and discussing with the appropriate manager the circumstance(s) giving rise to the grievance. CSEA agrees that preparation of the grievance and conferencing on the subject of the grievance by the respective employee and CSEA representative shall be done at times other than during working hours.
- 6.3 All parties have the right to be represented by counsel and/or a person of his

choice starting at any level of the grievance procedure.

- 6.4 Failure by an administrator at any step of this procedure to communicate the written decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure by the grievant at any step of this procedure to initiate a grievance or appeal a written decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 6.5 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable policies, rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 6.6 Any grievant may present grievances to the District and have such grievances adjusted without the intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the adjustment of resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 6.7 When a grievance has been filed by a grievant, he may withdraw the grievance at any time by giving written notice to the District. Once a grievance is withdrawn, it cannot be presented by the same grievant.
- 6.8 The time limits provided for in this Agreement may be extended by mutual written agreement of the parties. Any decision not appealed within the time limits from one level to the next level in this procedure shall be considered settled on the basis of the last decision and not subject to further appeal.

## ARTICLE XVII

### SEVERABILITY

If any provision(s) of this Agreement or any application (s) thereof to any bargaining unit employee(s) are held to be contrary to law by a Court of competent jurisdiction (including the appellate process), then such provision of application will not be deemed valid and subsisting except to the maximum extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Moreover, the parties shall meet not later than ten (10) days after such Court decision to mutually determine whether renegotiation is needed.

## ARTICLE XVIII

### NEGOTIATIONS

1. This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
2. During the terms of this Agreement, CSEA waives and relinquishes the right to meet and negotiate and agrees the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject of matters may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
3. This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
4. The parties agree to meet and negotiate over a successor Agreement subject to the provisions of the California Government Code relating to public educational employment regulations, subsequent amendment legislation, and the rules and regulations of the Education Employment Relations Board. Such negotiations will begin not later than ninety (90) days prior to the expiration of this Agreement unless inhibited by an application of the laws, rules and regulations indicated above. The District will grant paid release time for the CSEA negotiating team for sixteen (16) hours for proposal and pre-negotiating preparation.
5. In addition to salaries and benefits, no more than three items may be presented by CSEA and MCUSD for annual negotiations. Items that are carried over from the prior year's negotiations may be added to the current year's proposal, for a maximum of six items for each negotiating team. Additional items beyond six may be added by mutual agreement of both teams. (Effective 2003/04)

## ARTICLE XIX

### CONCERTED ACTIVITIES

It is agreed and understood that CSEA will not initiate a strike, work stoppage, slow-down, or refusal to fully and faithfully perform job functions and responsibilities; over negotiations/negotiable issues until completion of impasse and fact finding during the term of this agreement.

## ARTICLE XX

### EDUCATIONAL INCENTIVE

A one-time stipend of \$500 will be paid to all existing and new Instructional Assistants who provide an official transcript verifying completion of an Associate or higher degree. The official transcript must be provided to the District Office by November 1, and the stipend will be paid as part of the employee's November pay. The one-time stipend is in addition to the monthly educational incentive already provided in contract language.

All employees will receive educational pay adjustments as follows:

#### College Semester Units or Equivalent<sup>1</sup>

Number of Units	10	20	30	40	50	60 <sup>2</sup>	BA/BS <sup>3</sup>
Month Increase	\$30	\$55	\$80	\$105	\$130	\$155	\$195

<sup>1</sup>Educational pay adjustment will be allowed for units taken at a public or accredited college or university which are pre-approved as part of a degree program or which improve the employee's job skills. Units taken at a regional occupational program or adult education program which improve the job skills of the employee must be approved in advance. Pre-approval will be obtained from the Superintendent and/or Director of Human Resources. Employees may submit a written statement or course description explaining how the coursework will improve their job-related skills for consideration of unit credit.

<sup>2</sup>An educational incentive payment of \$155 per month will be made for an AA degree or 60 units of college coursework.

<sup>3</sup>An educational incentive payment of \$195 per month will be made to unit members for a bachelor's or higher degree. This is intended to be the final column that will be included on the schedule for payment of educational incentive units. Transcripts shall be submitted according to established guidelines, as outlined in the final paragraph of this section.

Monthly adjustments are for employees regularly working four hours or more per day. These monthly adjustments will be prorated on the basis of number of hours paid a full-time person (8 hours). Ten (10) maximum semester units will be allowed for each school year. The educational incentive pay adjustment will be made on a monthly basis for the number of months the employee works. The number of months the employee works will be based on the formula included on the Classified Work Year Calendar.

Payment will be calculated for full and half months under this formula. If the employee works in more than one position, the educational incentive will be paid based on the position with the greatest number of work months. If the employee is hired mid-year, they will receive the educational incentive payment if they work more than half the number of work days in the month of hire.

The employee has 60 days from the date of hire to provide an official transcript in order to

receive the educational incentive allowance in their first year of employment.

Units will be credited for all approved course work taken since July, 1, 1984. Course work taken to fulfill or renew licensing or initial job placement requirements will not be credited. Units received over and above those requirements will receive credit.

Transcripts: A grade card, letter from the instructor, or other “unofficial” evidence of completion of units must be filed in the District Office by August 15. Official evidence of completion of units (official transcript or statement showing courses and units and signed by a registrar or adult education administrator, if applicable) must be filed in the District Office by November 1.

ARTICLE XXI  
DURATION OF AGREEMENT

1. Except as is otherwise provided in Article XVI, Section 5, this Agreement shall become effective upon ratification by both parties and remain in full force and effect through June 30th, 2025, and from year-to-year thereafter unless either party submits appropriate notice to amend or modify for a subsequent term.

FOR THE DISTRICT

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Jeff Aranguena, Superintendent

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Date

FOR THE EXCLUSIVE REPRESENTATIVE

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Chris Bernstein, President, CSEA Chapter 609

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Date

## APPENDIX A

2022/2023 SALARY SCHEDULE

2023/2024 SALARY SCHEDULE

2024/2025 SALARY SCHEDULE

**Current Salary Schedules can be downloaded at:**

<https://www.mcusd.org/District/Department/4-Human-Resources/Portal/employment>

APPENDIX B  
SALARY RANGES FOR POSITIONS REPRESENTED

**Current Salary Ranges can be downloaded at:**  
<https://www.mcusd.org/District/Department/4-Human-Resources/Portal/employment>

APPENDIX C  
HEALTH BENEFIT PLAN OPTIONS

**Current Health Benefit Plans can be obtained by contacting Stacie Dayhoff in the MCUSD Business Office at 209-742-0228, or by accessing the following website:**

<https://www.mcusd.org/District/Department/1-Business-Services>

APPENDIX D  
JOB CLASSIFICATIONS FOR PURPOSES OF LAYOFF

**Document can be downloaded at:**  
<https://www.mcusd.org/District/Department/4-Human-Resources/Portal/employment>