

*Mountain Empire
Unified School District
and
California School
Employees Association
Chapter 441*

Agreement

July 1, 2022 – June 30, 2025

PREAMBLE

This Agreement is made and entered into by and between the Mountain Empire Unified School District, hereinafter referred to as the “District” and California School Employees Association, and its Chapter 441, or its’ successors, hereinafter referred to as “CSEA”.

ARTICLE 1

DEFINITION OF TERMS

1.1 *Definitions*

- 1.1.1 “**The Act**” means Chapter 10.7, Section 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.
- 1.1.2 “**Member of the Unit**” refers to all regular classified employees of the District serving in the following major groupings of classifications: food services, clerical and secretarial, maintenance and operations, instructional aides, and transportation. Substitutes and those employees serving in positions declared management, confidential, or supervisory by the Board are not members of the unit.
- 1.1.3 “**Negotiable Items**” are expressly limited in scope to mean the terms and conditions of employment listed below and only those terms and conditions, as well as those deemed by precedent as negotiable by the Public Employment Relations Board:
- Wages;
 - Hours of Employment;
 - Health and Welfare Benefits as defined by
Government Code § 53200;
 - Leave and Transfer Policies;
 - Safety Conditions of Employment;
 - Evaluation Procedure;
 - Organizational Security;
 - Procedures for processing grievances pursuant to
Section 3546 of the Act.
- 1.1.4 “**A Regular, Full-Time Employee**” is defined as a member of the unit who is assigned to work eight (8) hours a day over a nine (9), ten (10), eleven (11), or twelve (12) month annual duty schedule.
- 1.1.5 “**A Regular, Part-Time Employee**” is defined as a member of the unit who is assigned to work less than the regular full-time employee as defined in this agreement.
- 1.1.6 “**CSEA**” means the California School Employees Association, Chapter 441.
- 1.1.7 “**Board**” as used herein is the Governing Board of the Mountain Empire Unified School District.
- 1.1.8 “**District**” means the Mountain Empire Unified School District.
- 1.1.9 “**Duty Days**” are days on which members of the unit are required to report to work.
- 1.1.10 “**Exclusive Representative**” refers to the California School Employees Association, Chapter 441.
- 1.1.11 “**Fiscal Year**” refers to the yearly period from July 1 to June 30.

- 1.1.12 “**Academic Year**” refers to the yearly period during which students are attending classes or employees are directly preparing for or closing out issues associated with the traditional academic year, excluding summer school.
- 1.1.13 “**Classified Employee**” means a classified employee who is a member of the unit.
- 1.1.14 “**A Short-Term Employee**” means any person who is employed to perform a service for the District, upon the completion of which the service required or similar services will not be needed on a continuing basis. Before employing a short-term employee, the governing board, at a regularly scheduled board meeting, shall specify the service required to be performed by the employee pursuant to the definition of “classification” in subdivision (a) of section 45101, and shall certify the ending date of the service. The ending date may be shortened or extended by the governing board, but may not extend beyond 75% of the school year. CSEA will be provided with notice of any extensions to the ending date of short term positions.
- 1.1.15 “**Seniority**” shall be based upon an employee’s initial paid date of employment in the classified service of the District.
- 1.1.16 “**Probationary Period**” a six (6) month period of time used to evaluate a new employee starting from the date of hire and ending after employee has completed six (6) consecutive months, which could include parts of two (2) school years. A permanent employee who has vacated his/her position to accept another position in a higher class shall serve a probationary period not to exceed (6) months. If the permanent employee does not pass the probationary period, the employee shall be reinstated to his/her former position. Any permanent employee who is displaced as a result shall have displacement rights in accordance with Article 16.5. For new employees and promotions effective on or after January 1, 2020, the probationary period shall be six (6) months or 130 days of paid service, whichever is longer.
- 1.1.17 “**Continuous Service**” for the purposes used in Article 7 are defined to mean actual years of service of current employees. A unit member re-employed within twelve (12) months after the unit member’s termination, retirement, or resignation from employment shall receive credit for his/her prior service to the District when determining “continuous service” for purposes of receiving longevity pay under Article 7.
- 1.1.18 “**Overtime**” is defined as work performed by a bargaining unit member, with the approval of the supervisor, which is in excess of eight (8) hours in any one day; in excess of forty (40) hours in any one week. Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate.

ARTICLE 2

RECOGNITION

- 2.1 The District hereby recognizes the California School Employees Association and its Chapter 441 (hereby referred to as "CSEA") as the exclusive bargaining representative of all classified employees holding those positions described in Appendix "A" attached hereto and incorporated by reference as a part of this Agreement. All newly created positions, except those that lawfully are certificated, management, confidential, supervisory, or which are exempted from the classified service under the provisions of Education Code Section 45103, shall be assigned to the bargaining unit. The determination of management, confidential, or supervisory employees shall be made by mutual agreement between the District and CSEA. Disputed cases shall be submitted to the Public Employment Relations Board for resolution. The bargaining unit may be expanded to other classes by mutual agreement of the District and CSEA, subject to the rules of the Public Employment Relations Board.

- 2.2 CSEA recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or the duly authorized representative designated by the Board to act in its behalf. CSEA agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any Board member or administrator.

ARTICLE 3

DISTRICT RIGHTS

- 3.1 The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws, Constitution of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:
- (a) The legal, operational, geographical, and organization structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
 - (b) The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
 - (c) The acquisition, disposition, number, location, types, and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, service, and activity functions assigned to such properties;
 - (d) All services to be rendered to the public; the nature, methods, quality, quantity, frequency, and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance, and repair services;
 - (e) The utilization of personnel not covered by this Agreement including, but not limited to, substitutes, casual, temporary and provisional personnel, consultants, confidential employees and supervisory or managerial personnel, and the methods of selection and assignment of such personnel.
 - (f) The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, transfers, grade level advancement, guidance, grading, testing, records, health and safety, conduct, discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel, and

the public with respect to such matters, subject only to such consultation rights of the Association as are provided under the terms of this Agreement;

(g) The selection, classification, direction, promotion, demotion, discipline, and termination of all personnel of the District, affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location (subject only to the express terms of this Agreement regarding transfers), and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments tasks or equipment, and the determination as to whether, when and where, there is a job opening;

(h) The job classifications and the content and qualifications thereof;

(i) The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards, subject only to the express terms of Article 15, Evaluation Procedures;

(j) The dates, times, and hours of operation of District facilities, functions, and activities; work schedules, and the school calendar;

(k) Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;

(l) The rules, regulations, and policies for all employees, students, and the public, subject only to clear and explicit limitations contained in this Agreement;

(n) The termination or layoff of employees as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement; and,

(o) The right to amend, modify, or rescind the provisions of this Agreement in the event of an emergency as determined by the Board.

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

(a) The rates of pay for any classifications implemented during the term of this agreement.

(b) Security and safety measures and rules for employees.

(c) The transfer of employees District wide.

(d) Staffing patterns, class sizes and teacher/student norms; and,

(e) The administration of all employee health and benefit plans, including the

selection of all carriers of health and benefit plans, and the manner and method of funding such plans.

- 3.3 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules and regulations, and practice in the 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 conformity with federal and state law. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right to preclude the District from exercising the right in a different manner.

ARTICLE 4

NEGOTIATIONS PROCEDURES

- 4.1 On or about April 15, of the year in which this Agreement expires, the CSEA shall present to the Board during a public session, in writing, all new proposals covering negotiable items which are to be negotiated for the successor Agreement. No later than forty-five (45) days following the public presentation of the Exclusive Representative's proposals, the Board shall adopt its initial counter proposals at a public Board meeting.
- 4.2 Tentative Agreement: During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.
- 4.3 Final Approval: When CSEA and the District reach a tentative agreement on all matters being negotiated, the complete written agreement will be submitted to CSEA and the Board for approval and is subject to 610 policy through CSEA.
- 4.4 Upon request, the Board shall furnish CSEA, with one (1) copy of all non-privileged public budget reports and other non-privileged federal, state, and county reports which contain information relating to the Articles of Agreement.
- 4.5 CSEA may utilize the services of consultants or other non-employee representatives for the purpose of representation of unit members.
- 4.6 The District shall provide, at District expense, a copy of the contract and all amendments to all classified employees.

ARTICLE 5

DUES DEDUCTION

5.1 *Dues Deduction Authorization*

- 5.1.1 In accordance with Section 45168 of the Education Code, any member of the unit may sign and deliver to the Association a revocable written authorization to deduct for the payment of regular dues in CSEA. CSEA shall be responsible for processing these requests, and the District shall rely on the information provided by CSEA. Unit member requests or inquiries to the District regarding payroll deduction authorizations shall be directed to CSEA.
- 5.1.2 Upon receipt from CSEA of a proper authorization for payroll deductions pursuant to this Section, the District shall reduce that unit member's pay warrant by the designated amount in the next pay period following the closing date for receipt of changes in pay warrants. Pursuant to any such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the member of the unit each month for ten (10) months. Deductions for members of the unit who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 5.1.3 Unless otherwise provided within this Article or by law, any written dues salary deduction authorizations shall continue in effect unless the District is notified by the Association that a deduction authorization is no longer in effect. CSEA shall be responsible for processing these requests, and the District shall rely on the information provided by CSEA. If a written revocation is received, that revocation shall be effective as soon as possible within the normal accounting practices of this District, but in no event later than forty-five (45) days from the date of receipt of the written revocation by the appropriate District representative.

5.2 *District Obligations Regarding Dues Deductions*

During the term of this Article, the District shall:

- 5.2.1 Deduct dues as permitted by written authorization signed by the affected employee.
- 5.2.2 Remit all such monies to CSEA.

5.3 *CSEA Obligations Regarding Dues Deductions*

CSEA undertakes the following duties and responsibilities as to enforcement of this Article:

- 5.3.1 In accordance with 45168 of the Education Code, whenever there is an increase in CSEA dues, CSEA shall provide the District with notification of the increase at a time sufficiently prior to the effective date of the increase to allow the District an opportunity to make the necessary changes.
- 5.4 CSEA agrees to assume any and all reasonable costs and expenses in enforcing this Article,

including, but not limited to, indemnification of and holding harmless this District, the Board, and any officer or employee of the District, for any costs or damages which may be assessed against any such entity or individual as the result of attempts to enforce this Article, including, but not limited to, costs, expenses, compensatory or punitive damages, and actual reasonable attorney fees.

- 5.5 ***Deductions - Other Purposes:*** Upon appropriate written authorization from a member of the unit, the District will deduct from the salary of such unit member and make appropriate remittance for annuities, credit union, charitable donations or other plans or programs to the extent such deductions are required by law.

ARTICLE 6

CSEA RIGHTS

- 6.1 CSEA reserves the right to discuss CSEA business within the working day and on the premises of the schools as pursuant to sections 6.2 and 6.3 and other business as approved by the Superintendent or his/her designee. In accordance with this section and Administrative Regulation 4040, Employee Use of Technology, the use of the District's "online services," for the purpose of conducting CSEA business shall be considered an appropriate use of those services, provided that the use of those services does not disrupt an employee's work day.
- 6.2 With the prior approval of the District, the Association President and/or designee may use up to a total of twelve (12) days of release time annually for the purpose of attending school functions, workshops, or Association business.
- 6.3 CSEA site representatives/job stewards are to be given release time for steward workshops (one (1) per year) and grievance processing. A job steward shall be permitted to leave the normal work area in accordance with this section after consulting with and garnering the consent of his/her supervisor. In the event that a job steward is not immediately permitted to leave the work site, arrangements will be made between the parties to extend grievance timelines or postpone employee discipline until such time as the steward is allowed to leave the worksite to fulfill representational duties.
- 6.4 CSEA shall have the right to designate five (5) unit members, in addition to the President, who shall be given reasonable release time to participate in negotiations. CSEA may appoint alternate representatives who may participate in meeting and negotiating sessions during the absence of regular appointees.
- 6.5 The CSEA President or any other unit member designated as a delegate shall be given release time, if necessary, to attend the State CSEA Convention.
- 6.6 CSEA may use the school mailboxes and bulletin board spaces designated by the Superintendent subject to the following conditions:
 - (a) All posting for bulletin boards or items for school mailboxes must contain date of posting or distribution and the identification of the organizations together with a designated written authorization by the Association President;
 - (b) A copy of such posting shall be delivered to the Superintendent or designee(s) within a reasonable time;
 - (c) The Association will not post or distribute information which contains unlawful material prohibited for placement in public school mailboxes as determined by applicable statute/case law.
- 6.7 CSEA shall have the right to conduct monthly EERC meetings with the Superintendent or his/her designee.
- 6.8 Each year the District shall provide CSEA a complete seniority list by October 1.
- 6.9 The District shall not engage in any tape/video recordings of bargaining unit members' meetings or employee conferences without prior notice and agreement of all parties in attendance,

nor shall any employee engage in any tape/video recordings of meetings with District staff/administration without prior notice and agreement of all parties in attendance. No District site shall install video or cameras or other surveillance technology for the sole purpose of monitoring employee actions in order to enact discipline. Any District installed surveillance equipment shall be conspicuously located and employees may request from their site administration a listing of camera locations for their site. The CSEA President will be notified of any new cameras installed throughout the year. Monitoring of District computers implemented to enforce the District's current internet use policy is allowed, however if the District introduces new technology with enhanced surveillance capability, the impacts and effects of the new technology will be negotiated with the Association. District employees assigned to monitor the surveillance cameras will be informed about the provisions of this section and educated about acceptable uses of the equipment.

6.10 *New Classified Employee Orientation*

- 6.10.1 Upon hire, the District will provide an orientation for all newly hired bargaining unit members. The orientation will, at least, include information regarding health insurance, leave forms, job descriptions, and the location of the District website. In addition, each new classified employee will be given CSEA membership forms and a current CSEA contract. Within five (5) days of Board approval, the District shall provide notice to the local CSEA Chapter President of all newly hired bargaining unit members. The notice shall consist of the newly hired bargaining unit member's full name, job title, location site, number of assigned duty hours and telephone number. The intent of this article is to ensure that CSEA is given the opportunity to discuss the benefits of CSEA membership to all newly hired bargaining unit members in a timely manner.
- 6.10.2 In the event the orientation described in Section 6.10.1 does not occur within 30-days of the first day of service by a newly employed unit member, the CSEA President is entitled to schedule an in-person meeting with the unit member of up to 30 minutes, on the CSEA President's monthly release day, at the new unit member's worksite. The District shall provide appropriate on-site meeting space, and the unit member shall have the opportunity to attend shall be relieved of other duties for the purpose of attending the meeting.

ARTICLE 7

WAGES

7.1 The current salary schedule is attached (Appendix A). No classified bargaining unit members will be compensated at a lower rate than the California Minimum Wage.

7.2 *Substitution for Teachers by Instructional Aides*

7.2.1 Whenever no certificated substitute is available, and it is necessary for an instructional aide to supervise an entire class of students under the supervision of the site principal, the instructional aide shall be paid for all hours so worked at the prevailing rate of pay for a classroom substitute teacher or the instructional aide's own rate of pay, whichever is greater. In the event that a certificated employee is unavailable to supervise his/her class because he/she is performing other professional duties, but is still on site, an instructional aide shall be paid in accordance with Article 7.2.1.

7.3 *Night Differential*

7.3.1 A regular full-time custodian who's regularly assigned work shift commences between 12:00 p.m. and 5:30 a.m. shall be paid a night differential of five (5%) percent above the regular rate of pay for all hours worked.

7.3.2 A custodian who receives a night differential premium on the basis of his/her shift shall suffer no reduction in hourly pay, when assigned temporarily to a day shift. For purposes this section only, the word temporary shall refer to an assignment of nineteen (19) consecutive working days or less.

7.3.3 During the summer session, if a custodian is assigned to a shift other than a night shift, he/she shall not receive the night differential. However, a custodian who receives a night differential premium during the regular school year shall still receive the night differential during the summer session if assigned to a day shift.

7.4 *Salary Schedule Placement*

7.4.1 The specific assignment in the unit member's experience record determines placement on the salary schedule.

7.4.1.1 An inexperienced unit member serving the District for the first time shall be placed on the first step of the salary schedule. Former District employees, returning to the District within twelve (12) months of separation from previous District employment will be placed on the same step and range they enjoyed at the time of their departure. A new hire may be given a maximum of five (5) years of credit for previous related experience. It shall be the responsibility of the unit member to submit verified statements of work experience from previous employers. The District shall have the sole right of determining whether the experience is qualified for advance salary schedule placement.

7.4.1.2 Promotion Compensation: A unit member who is promoted to a higher

classification shall be placed on the step of the higher salary range nearest to the unit member's present salary without a loss of salary.

- 7.4.2 Effective July 1, 2021, any prior active military service unit members shall be allowed to the extent of one step for each two (2) years of verified service (must be Honorably Discharged) to a maximum of two (2) steps full-time credit.

7.5 ***Basis of Compensation***

Payment dates are set by the San Diego County Office of Education.

7.6 ***Overtime***

- 7.6.1 Overtime is defined as any work authorized beyond the regular eight (8) hour day or forty (40) hour week.
- 7.6.2 Overtime shall be authorized by a principal or immediate supervisor prior to the commencement of overtime worked. In the case of immediate emergency overtime, such overtime shall be authorized by the supervisor on a case by case basis.
- 7.6.3 Paid compensation for overtime shall be one and one-half (1 1/2) times the regular hourly rate for the position. Overtime compensation time requested in lieu of paid overtime may be granted at the discretion of the principal or immediate supervisor. Overtime compensation time, when granted, will be given on a basis of one and one-half (1 1/2) hours for each hour worked over 8 hours and shall be taken within the current school year following the month in which the overtime was worked and without impairing the services rendered by the District. If the employee fails to utilize earned compensatory time by June 30th, the unused compensatory time off shall be converted to paid hours and paid to the employee at the employee's rate of pay.
- 7.6.4 Any unit member having an average workday of four (4) hours or more during the workweek shall be compensated for any work to be performed on the sixth (6th) or seventh (7th) day following the commencement of the workweek at the rate equal to one and one-half (1 1/2) times the regular rate of pay of the unit member designated and authorized to perform the work.
- 7.6.5 All hours worked in excess of eight (8) hours on the sixth (6th) or seventh (7th) consecutive day shall be compensated at double the regular rate of pay.
- 7.6.6 A unit member having an average workday of less than four (4) hours during the workweek shall, for any work required to be performed on the seventh (7th) day following the commencement of his/her workweek, be compensated at a rate equal to one and one-half (1 1/2) times the regular rate of pay, plus the regular pay for the holiday.
- 7.6.7 All hours worked on holidays designated by this Agreement shall be compensated at one and one-half (1 1/2) times the regular rate of pay, plus the regular pay for the holiday.

- 7.6.8 Employees shall receive their paychecks by the end of the last working day of the month for regularly scheduled hours. If there is an error in an employee's paycheck the District shall correct the mistake and issue a supplemental payment within five (5) business days. The District shall also provide the employee with a letter of explanation upon request by the employee.
- 7.6.9 After confirming that unit member has been overpaid, the District shall notify the overpaid unit member of the overpayment in writing. This notice shall include the amount of overpayment, the reason that the overpayment occurred, and the employee has the right to be represented, including during the meeting to discuss repayment. Within five (5) workdays, the unit member shall meet with the District to discuss repayment of the overpayment and to develop a mutually agreeable repayment plan. The unit member may be represented by CSEA during such a meeting.

7.7 *Mileage*

- 7.7.1 Any unit member required to use his/her personal automobile in the performance of assigned duties shall be reimbursed at the IRS rate in effect at the time of the travel. This shall be effective July 1, 1994.
- 7.7.2 Mileage allowance shall not be paid for travel to and from the employee's residence and the employee's work site unless the employee is required to travel to a work site, on a temporary basis, which is a greater distance than from the employee's residence and the employee's customary work site. Under such circumstances the employee shall be paid mileage for the difference between travel to the customary work site and travel to the temporary work site.
- 7.7.3 The Superintendent shall be responsible for the administration of the mileage reimbursement program.

7.8 *Job Training*

- 7.8.1 Members of the unit who are unable to complete mandated job training during working hours shall be compensated for attending job training outside the workday. Those unit members who refused to attend offered job-training courses at the designated time shall acquire the required job training without compensation. First Aid, CPR, and other mandated trainings will be offered both during the fall and spring in the academic year.
- 7.8.2 The District shall provide a program of inservice training for classified employees designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. The program shall be designed by a committee consisting of up to three (3) CSEA representatives and up to three district representatives, which shall meet annually.
- 7.8.3 The District shall continue its current practice of providing various types of training for classified employees. Such training includes bus driver certificate renewal training, first-aid training, CPR, new technological training and safety training, and all other trainings required by the District both during the academic year and during

summer months.

7.8.4 One employee at each school site may volunteer to provide Emergency First Aid Treatment in the absence of doctor, nurse or other authorized medical personnel. Volunteers described above will be trained in Advanced First Aid and CPR by the American Red Cross at no cost to the employees and during paid work hours. A refresher training will be provided as required to maintain certification.

7.9 ***On-Call Time***

When an employee is assigned on-call duty by the Superintendent, the employee shall be informed in writing, in advance whenever practicable, of the dates and inclusive hours of such assignment. The employee shall be compensated at his/her regular rate of pay for the entire period of such assignment.

If due to an emergency the driver of a bus or employee who is chaperoning is required to spend the night he/she will be compensated at their regular wage rate.

7.10 ***Call-Back Time***

Any unit member called back to work after completion of his/her regular duty day shall receive a minimum of two (2) hours pay at the appropriate hourly rate of pay.

7.11 ***Call-In Time***

Any unit member called in to work on a day not regularly scheduled shall receive a minimum of two (2) hours pay at the appropriate rate, irrespective of the actual time less than that required to be worked.

7.12 ***Reassignment to a Higher Classification***

A unit member who is permanently assigned to a higher classification shall be placed on the step of the new classification, which is at least five percent (5%) higher than the monthly salary of the employee's classification and step at the time of the reassignment.

7.13 ***Inconsistent Duty Compensation***

Unit members who perform higher level duties inconsistent with their normal assigned duties shall have their salary adjusted upward by 5% for the entire period they are required to work out of classification. Employees required or requested to work out of classification will do so only with prior written approval from their immediate supervisor.

7.13.1 **Summer Crew Option**

The District reserves the right to post up to three positions during the summer that will be filled by current employees that will receive inconsistent duty compensation for the entire summer. These positions will be filled by individuals with specific knowledge and skills per the posting and not by seniority.

7.14 *Adjustment of Assigned Time*

Any unit member who is assigned to work an average of thirty (30) minutes or more per day in excess of his regular part-time assignment for a period of twenty (20) consecutive work days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

7.14.1 **Summer Assignments**

A classified employee shall, for service performed as herein, receive on a pro rata basis, not less than the compensation and benefits, which are applicable to that employee during the regular academic year. Classified employees accepting a summer position shall receive applicable credit for steps and longevity.

Any unit member employed in a regular position shall have the first opportunity, by classification seniority within the position being filled, to accept a summer school assignment.

7.14.1.1 Such revision to the unit member's original, pre-summer hours shall not be the subject of meeting and negotiation between the parties hereto.

7.15 *Professional Growth Incentive Program*

7.15.1 **Objectives of Program:** The Governing Board recognizes that classified employees are an integral part of the Mountain Empire Unified School District and that due to rapidly changing and increasingly technical and complex demands on such staff there is a defined need for continuing education. To encourage continuing education, the District agrees to recognize, through salary increments, the professional growth efforts of its classified employees.

The Professional Growth Program for classified employees is designed to promote activities which would assist the classified employee in acquiring the knowledge and skills needed to do his/her job well; to have an opportunity to reach the maximum level of their professional potential; to promote safe working practices and procedures; to provide the employee with opportunities to learn better and more efficient ways to do the job; to stimulate the employee to reach and maintain acceptable levels of productivity and job effectiveness; and to encourage the employee to improve his/her relations with students, other employees and the public.

7.15.2 **Eligibility:** Permanent classified employees who are members of the Unit are eligible to participate. Probationary classified employees may participate if it is approved by the Superintendent. If an employee receives a classification change (other than a reclassification of the same position), that employee is eligible to start a new professional growth program related to the new position.

7.15.3 **Course Content:** Professional growth may include educational activities which increase knowledge and skills in the employee's regular assignment or enhance his/her qualifications for promotional opportunities; increase awareness and understanding of fields related to the employee's area of assignment or result in an

increased awareness of human and social factors which have application to the employee's assignment.

7.15.4 **Institutions and Course Credit:** Credit toward professional growth increments may be earned through colleges, adult schools, vocational training programs, or through attendance at special seminars or training sessions. To receive professional growth credits, all courses and hours must be taken outside the employee's established District hours of employment and at the employee's own expense. All courses taken must be approved by the Superintendent to count toward a Professional Growth Salary Increment. If a classified employee has an interest in enrolling in a course(s) not listed on the District approved list, he/she shall submit a written request on the designated District form to the Superintendent for consideration of approval. Prior approval must be secured for all classes not listed on the District approval list. District representatives and CSEA shall meet annually and review the class roster and may amend if appropriate.

7.15.5 **Program Description:** The professional growth salary increment consists of twenty (20) points. An employee is eligible to earn one (1) increment a year to a maximum of twenty (20) increments. Any points over twenty (20) will be applied to the next increment.

7.15.6 **Accumulation of Points:** As used in this section, the word "unit" means a semester unit. The following standards shall be used in awarding points for professional growth:

4 unit course	=	12 points
3 unit course	=	10 points
2 unit course	=	8 points
1 unit course	=	6 points

Other approved courses shall be credited on the basis of one (1) point per nine (9) hours of class time. Credit will not be given to an employee for course work or workshops requested by a supervisor, which are taken during the employee's work time. The course must be completed with a grade of "C" or better, or "Pass" if grading is done on a pass/fail basis. However, a certificate of completion is acceptable if no grading or pass/fail is offered.

7.15.7 **Salary Increases:** The salary increases for each increment will be seventy dollars (\$70) per month for each month of service for full-time (8 hour) employees. The salary increase will be prorated for part-time employees as follows:

- (1) Employees working at least thirty (30) but less than forty (40) hours per week will earn sixty-one dollars (\$61) per month for each month of service.
- (2) Employees working at least twenty (20) but less than thirty (30) hours per week will earn fifty-five dollars (\$55) per month for each month of service.
- (3) Employees working less than twenty (20) hours per week will earn fifty dollars (\$50) per month for each month of service.

The increment will be paid on a monthly basis beginning the month following verification of the completion of the increment. Upon promotion, the unit member will lose professional growth increments but will be

advanced on the new salary range to the first step that would allow an increase over his/her salary. Unused credits applicable to new positions will be carried forward.

7.15.8 **Application:** To apply for credit toward a completed increment for salary remuneration, an employee must file an application with the Superintendent prior to taking the course(s). After approval by the Superintendent or his designee, the courses may be taken. The only exception will be courses which were taken between August 1, 1985, and the date on which this program is given final approval by the Board of Trustees (06-01-94). Employees wishing credit for these courses may apply on an after-the-fact basis. Upon completion of courses for one increment, the employees must submit official transcripts or certificates to the Personnel Department verifying completion in a satisfactory manner. The employee will then be credited with the completion of the increment and the monetary remuneration will be rewarded the following month.

7.15.9 **Implementation:** All courses are subject to final approval by the Superintendent. For purposes of implementing the program, the Superintendent and the President of CSEA shall meet and develop an initial listing of approved courses. Such list may be updated on a year-to-year basis. (See Appendix E)

7.16 *Longevity*

Unit members will receive a yearly longevity stipend of \$3,000.00 at the beginning of the following years:

- 20 years
- 25 years
- 30 years

7.17 *Bilingual Stipend*

7.17.1 The District agrees to pay a bilingual stipend equivalent to five percent (5%) of annual salary to classified employees deemed by the District to require, as part of their day-to day duties, significant use of a language other than English.

7.17.2 A classified employee may apply for a bilingual stipend at any time. The determination of which applicants are to be awarded stipends will be made by the District, based on the District's determination of the needs of a particular school/department and the anticipated degree of use of the non-English language. Input from the site principal and/or supervisor may be solicited to determine which applicants should be awarded a stipend. (A copy of the Bilingual Stipend Application is attached as Appendix B).

7.17.3 Classified employees receiving a bilingual stipend shall continue to receive it until either: 1) the end of the school year in which the stipend is awarded; or 2) the employee's assignment/bus route changes. Classified employees receiving a bilingual stipend may reapply for a bilingual stipend for the following school year or subsequent assignment/bus route.

7.17.4 The District reserves the right to require any employee seeking or receiving a bilingual stipend to be assessed in their verbal and/or written bilingual competency.

The choice of the manner and means required to demonstrate such competency is within the discretion of the District.

7.18 *Medical Support Stipend*

7.18.1 The District agrees to pay a “Medical Support” stipend for Special Education Classroom Assistant (SECA) classified employees who have received training and actively providing, or on-call to provide, medical support under a medical provider’s order (e.g., doctor, physician’s assistant, nurse practitioner). The duties to be eligible for the stipend include but not limited to, tube feeding, oral and tracheal suctioning, catheterization and changing colostomy bags, administration of emergency seizure medication. The stipend for SECA’s who are on call to provide these medical supports shall be five percent (5%). The stipend for SECA’s who are actively providing these medical supports shall be ten percent (10%). For purposes of this section, “actively providing” is defined to mean a SECA assigned to a specific student with an IEP that has qualified for Special Circumstance Instructional Assistance (SCIA), who as a result of that assignment is required to perform the duties eligible for a stipend on a daily basis. (A copy of the Medical Support Stipend Application is attached as Appendix B).

7.18.2 This stipend will be paid on a monthly basis for each month in which the employee provides or is on-call to provide these services (to be included in Article 7).

7.19 *Special Education Designated Specialized Services*

7.19.1 The placement in summer school of an aide shall be exempt from seniority requirements for summer school positions as contained in the Mountain Empire Unified School District/CSEA bargaining agreement.

7.19.2 Service levels and the number of assignments are subject to change at any time as determined by the District, based on student service requirements.

7.20 *Classified School Employee Summer Assistance Program*

The District and the Association hereby agree to participate in the Classified School Employee Summer Assistance Program (CSESAP) established by the California Department of Education (CDE) pursuant to Education Code Section 45500 during such time as the State provides funding for the CSESAP.

The District and Association will provide notice of the CSESAP to all classified bargaining unit members each year with eligibility and timelines of the CSESAP, including an explanation of the terms and conditions of the CSESAP, and assist in fully understanding the terms and conditions of the CSESAP.

In the event that the State matching funds which are provided from the State to the District under the CSESAP are not provided on a dollar-for-dollar basis, the District shall not be liable for funding any of the State’s unmatched portion of this program.

The District and the Association specifically agree that the CSESAP is solely funded by the State and that the District shall be held harmless by the Association if the CDE fails to fulfill its obligations to meet deadlines or fund the program.

In any year that the State fails or refuses to appropriate funds the District shall have no obligation to continue the CSESAP.

ARTICLE 8

HOURS OF EMPLOYMENT

8.1 *Duty Days*

8.1.1 **Each regular** full-time member shall render eight (8) hours of service to the district each duty day.

8.1.2 **The District** shall determine the duty day for the unit members who are regular part-time employees.

8.1.3 **The number** of duty hours assigned to a position shall be determined by the Superintendent. Duty hours shall be part of a unit member's regular assignment and regular duty time will not be separated from unit member's assignments by utilizing time sheets.

8.1.4 **The daily** duty schedule for unit members will be assigned by the principal or immediate supervisor. If it is determined that a unit member's workload has increased substantially, the member and his/her supervisor shall review and prioritize the workload.

8.1.5 **A regular** full-time duty week is defined as forty (40) hours. The duty week shall begin on a Monday and end on a Sunday.

8.1.6 **The duty** week shall consist of not more than five (5) consecutive workdays for any unit member having an average duty day of four (4) hours or more during the duty week.

8.1.7 **Lunch Periods**

Members of the unit who have a duty day of five (5) hours or more shall be entitled to a duty-free lunch period of thirty minutes, which, insofar as is practical, shall take place after the unit member has been on duty for four hours.

8.1.7.1 Any unit member who is required to work during their lunch period, and completes their regularly scheduled work hours shall be compensated for their lunch period at 1.5 times their regular rate of pay.

8.1.8 **Rest Period**

Unit members whose regular work schedule is more than three (3) and up to six (6) hours per day shall receive one (1) 15-minute rest period per day. Unit members whose regular work schedule is in excess of six (6) hours shall receive two (2) 15-minute rest periods per day.

8.1.9 **Change in Regular Duty Assignment**

Right of Refusal: Except in cases of emergency, as determined by the District, a classified Employee shall have the right to reject any offer or request for overtime or call back, on call, or call-in time.

8.1.9.1 Right of Refusal-Short Term

Employee shall have the right to reject any temporary job transfer which shall create undue hardship, as long as this does not interfere with the regular functioning of the district. The District shall make every effort to refill the vacant position as soon as possible to allow the employee to return to their regular work assignment. However, in a situation where the Superintendent deems it necessary to continue normal operations of the District he/she shall have the right to assign an employee to fulfill the change in regular duties.

8.2 ***Duty Year***

- 8.2.1 The Board shall determine the total number of duty days each year for each member of the unit. Any change of duty year shall be subject to negotiation.
- 8.2.2 Job classifications created for summer school shall first be offered to bargaining unit members serving in those classifications. A unit member who is offered and accepts a summer school assignment in the same job classification shall receive his/her regular rate of pay for all summer work performed.
- 8.2.3 All unit members shall be paid once per month. Payment dates are set by the San Diego County Office of Education.
- 8.2.4 Beginning July 1, 2022, nine and a half (9.5), ten (10), and eleven (11) month unit members shall be paid in eleven (11) equal monthly payments. Twelve (12) month unit members shall be paid in twelve (12) equal monthly payments. Employees will move to 11 months pay.
- 8.2.5 The option to participate in the 11/12 delayed net pay program will be available to members to receive a paycheck in July.
- 8.2.6 Provision of Article 9 – Vacation, shall be followed.
- 8.2.7 Provision of Article 7, Section 7.6 – Overtime, shall be followed.
- 8.2.8 If a unit member resigns, is terminated, or otherwise ends the employment relationship with the District, the final pay warrant shall include remaining payments owed for work performed. In the event the total compensation paid to a unit member exceeds the amount due to the unit member for work performed prior to the end of the employment relationship, the District may recover the overpayment pursuant to Article 7, under new contract language 7.6.9:

“After confirming that unit member has been overpaid, the District shall notify the overpaid unit member of the overpayment in writing. This notice shall include the amount of overpayment, the reason that the overpayment occurred, and the employee has the right to be represented, including during the meeting to discuss repayment. Within five (5) workdays, the unit member shall meet with the District to discuss repayment of the overpayment and to develop a mutually agreeable repayment plan. The unit member may be represented by CSEA during such a meeting.”

8.3 ***Cancellation of Work due to Inclement Weather/Forced Closure***

When schools are closed due to Forced Closure (e.g., inclement weather, Public Safety Power Shutdowns, natural disaster), unit members are not required to work and shall be paid for such days. In the event that the cancellation of a duty workday due to Forced Closure results in the extension of the school calendar to achieve the required number of days of pupil attendance, unit members who were previously excused from duty due to Forced Closure shall be obligated to work the appropriate number of makeup days without additional compensation. The Superintendent or designee shall notify the CSEA Chapter President or designee prior to any formal scheduling of “make-up” days. If the district receives a waiver from the State Department of Education for the school’s days cancelled due to Forced Closure, employees whose assigned work year is 11 months or less will not have pay deducted for the waived days. If any classified bargaining unit member is directed to report to work on a Forced Closure day, said employee shall be compensated at time and a half for hours worked on that day.

8.4 ***Transportation Department Procedures***

8.4.1 **Assignment of Regular School Year Bus Routes**

8.4.1.1 The regular school year route assignments shall be bid on in the first or second week in October. Each bus driver shall indicate in writing his/her preferences for assignment of regular daily bus runs for the current school year. The deadline for submission of preferences shall be no less than ten (10) workdays after the routes are posted on the transportation department bulletin board. Routes assigned through this process will take effect on November 1st of that year.

8.4.1.1.1 Special daily runs that are created before or after the October bid will be assigned to the driver whose daily hours would be increased the least by the assignment. When more than one driver is identified as least impacted, the special daily run will be assigned in accordance with seniority as defined in Article 8.4.1.2

8.4.1.2 The Superintendent or his/her designee shall review the requested bus run assignments and award such assignments on the basis of seniority and unit member preferences. Seniority is defined for purposes of this bidding process as the original hire date as a regular employee into the bus driver or driver trainer classification. Once assigned, all driving assignments and routes shall be posted.

8.4.1.3 If, during the course of the school year, any bus route is vacated, the route will be posted for bid by other qualified, permanent bus drivers. Three (3) workdays will be allotted for the bidding process. If a senior driver selects the new route, their former route will be offered for selection in accordance with seniority. No further re-bidding will occur if two drivers accept new routes as a result of the vacancy. After the third day, if no bids have been received, management will assign a substitute until a decision on outside recruitment is made.

8.4.2 **Assignment of Summer School Bus Routes**

All summer school route assignments (including all special education routes) shall be posted and bid in the manner described in Article 8.4.1, with the exception that the process shall be conducted in May of each year.

8.4.3 **Assignment of Field Trips, Extra Work and Overtime**

Field trips that are requested by school sites will be first offered to bus drivers normally assigned to transport students from home to school at the school site requesting the field trip. Field trips for intra-district events will first be offered to the site bus driver. If the driver regularly assigned to that school site is unavailable, the supervisor shall offer field trips to the person who bids on the route of Field Trip Driver. The route Field Trip Driver shall be posted annually as a regular bus route. The Field Trip Driver shall also bid on a home to school bus route and shall drive the home-school route when not performing in the role of the Field Trip Driver.

Field Trip Driver route is not available for bid by Special Education drivers due to the sensitivity of Special Education students and routes.

The position of Field Trip Driver will primarily be assigned to transport students on field trips for athletic events that require travel to non-district sites, and other field trips that exceed the availability of the permanent driving staff assigned individual school sites.

If neither of the drivers regularly assigned to a school site nor the Field Trip Driver are available, the supervisor will equally distribute extra work and overtime among permanent drivers and mechanics in order of seniority. If none are available, overtime may be given to substitute personnel.

8.4.4 **Eliminated Routes**

If a route is eliminated during the school year the provisions of Article 16.5 (Displacement Rights) shall apply.

8.4.5 **Permanent Route Changes**

The district shall provide bus drivers and bus attendants with at least thirty-six (36) hours advance notice of permanent route changes when possible. In the event a route segment is eliminated, and that route segment was part of the route at the time of bidding, the driver shall be entitled to the same number of hours that the route contained at the time of the bid. Original bid hours will be maintained throughout the school year until the next annual bid.

8.4.6 **Mechanics on Standby**

Bus mechanics who serve in a standby duty status during the weekend will receive two (2) hours of compensation at the individual employee's salary placement for such service. If the mechanic is called out to perform a service while serving in a standby status, the two (2) hours of standby compensation shall be credited against actual time spent on a call (e.g. if a standby mechanic is called out for one hour, the mechanic shall receive two (2) hours of standby compensation. If the standby mechanic performs three (3) hours of service, such mechanic shall receive three (3) hours of pay.)

8.4.7 In-Service/Training/Classroom Time

The District will offer a minimum of twelve (12) hours of in-service training toward driver license requirements each school year. Unit members may request in writing, and the Superintendent may authorize, additional paid training beyond twelve (12) hours per year.

8.4.8 The Bus Drivers who reside in the different areas of the district shall consult with the transportation supervisor prior to making the decision to cancel or continue school on days of inclement weather.

8.4.9 Standby Time

8.4.9.1 Bus drivers on special trips, including but not limited to athletic events, field trips, and curricular trips, who are required to remain on standby for the duration of the event for which the special trip is made, shall be paid for all standby hours at their regular rate of pay. Whenever any combination of driving and standby hours in a day exceeds the established workday as defined in Section 8.1, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular pay rate.

8.4.9.2 Notwithstanding any other provisions of this Agreement, if a special trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning.

8.5 ***The District and CSEA*** acknowledge the direct contribution made by classified bargaining unit members to the educational progress of students, and therefore seek voluntary means to increase parental contact with classified employees. Accordingly, the District and CSEA encourage voluntary agreements between classified employees assigned to positions at school sites and the site principal to adjust the work schedule of the classified employee on the day of Back-to-School Night during the fall semester and on the day of Open House during the spring semester, to allow for the classified employee to work and meet parents during these events. It is recognized that this option is voluntary, and that second job and/or childcare conflicts may take priority over participation in these events. Any change in the work schedule of a classified employee on the day of either of these events that would necessitate the payment of additional compensation, either through increased hours or overtime, requires the approval of the Superintendent.

8.6 Nothing in this Article can be interpreted as a waiver by CSEA of its rights to negotiate changes to duty hours, duty weeks or duty years as established as precedent by the Public Employment Relations Board, and consistent with applicable statutes and case law.

8.7 Employment in Multiple Positions: Unit members applying for an additional position in the District will not be disqualified from consideration due to the costs associated with health and welfare benefits.

ARTICLE 9

VACATION

- 9.1 Regular full-time (8 hours per day) unit members who have a duty year consisting of twelve (12) months will be allowed twelve (12) duty days' vacation at the end of one (1) year of service and during each duty year thereafter until four (4) years of service have been completed, (i.e., .04615 hours of vacation earned per one (1) hour worked). Based on the following chart:

Service Time	6 Months - 4 years	5 - 9 years	10 - 14 years	15 - 19 years	20 + years
Vacation Earned	12 days (96 hours)	15 days (120 hours)	18 days (141 hours)	20 days (160 hours)	22 days (176 hours)
Service Time Multiplier	.04615	.05769	.0693	.07692	.084616

- 9.2 Regular part-time unit members or regular full-time (8 hours per day) unit members who work less than twelve (12) months each duty year will earn vacation time on a prorated basis (Appendix F) using the following equation: Hours x Days Worked x Service Time Multiplier.
- 9.3 Earned vacation will not become a vested right for unit members until completion of the unit member's initial six (6) months of employment with the district. Unit members who have rendered continuous service of six (6) months or more will be allowed termination pay for unused but earned current year vacation.
- 9.4 Twelve (12) month employees have a vested right to accumulate vacation up to thirty (30) days, but no unit member can take more than fifteen (15) consecutive working days at one time. Vacation time must be approved by the supervisor prior to the commencement of vacation. Unit members who have accumulated maximum vacation days may have their vacation scheduled by the administration in order to avoid excessive accumulation. Any excessive accumulated but unused vacation time will be paid at the close of each school year.
- 9.5 Unit members with a duty year of less than twelve (12) months may take vacation during Christmas, Spring vacation or in June following close of school during the current year of employment. Unit members with a year of less than twelve (12) months shall be paid for all accumulated but unused vacation time at the close of each school year.
- 9.6 Overtime work shall not be counted in determining vacation entitlement.
- 9.7 Twelve (12) month employees reduced to eleven (11), ten and one-half (10 .5), or ten (10) months of service may request uncompensated leave in lieu of required vacation during holiday break periods. The Superintendent reserves the right to require such employees to provide service during the holiday break periods.
- 9.8 ***Vacation Postponement***
If vacation comes due when employee is on leave due to illness or injury, employees may request vacation date be changed and District shall grant such request in accordance with

vacation dates available at that time. Employees may reschedule or carry over vacation due to the above circumstances.

9.9 All vacation requests will be submitted in writing to the principal or supervisor, and the principal or supervisor will notify the unit member of the acceptance or denial of the request within seventy-two (72) hours of the time the request was submitted. When more than one application for vacation arrives on the same day to the supervisor and there is a conflict between employees in the same or similar area of operation, the employee with the greatest bargaining unit seniority should be given preference in the granting of vacation. However, the needs of the District must be considered prior to making this determination.

9.10 ***Interruption of Vacation***

Employee shall be allowed to interrupt vacation or terminate it in order to begin another type of paid leave by this agreement without a return to active status so long as there is proper notice and/or supporting information with district office approval.

ARTICLE 10

HOLIDAYS

- 10.1 Members of the unit shall be granted the following holidays, with pay, provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday:

New Year's Day
Martin Luther King's Day
Lincoln's Day
President's Day
Spring Vacation Day (one during spring vacation)
Memorial Day
Juneteenth
Independence Day
Labor Day
Floating Holidays - 2 to be used in lieu of Admissions Day & day after Labor Day (Mutually agreed to by employee and supervisor)
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve
Any day declared a holiday by the Governing Board

The parties agree to the addition, in lieu of an increase on the salary schedule for the 1996-97 school year, of two additional floating holidays for classified bargaining unit members, commencing with the 1997-98 school year. For those employees whose duties are related to days students are in attendance (Food Service, Instructional Aides, and Transportation) the floating holidays will be taken:

- a.) On the first two workdays of the days prior to the first student day; or
- b.) On any day students are not in attendance.

For all other classified employees, the two additional floating holidays must be taken within their work year.

- 10.2 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.
- 10.3 In the event the District proposes to observe an established holiday on an alternate day, such a change will be subject to negotiation and ratification by the parties.

ARTICLE 11

HEALTH AND WELFARE BENEFITS

The parties agree to continue administration and provision of medical insurance through The San Diego County Voluntary Benefits Association (VEBA).

- 11.1 The District shall provide medical, dental, vision, life insurance and Income Protection-Long Term plan benefits to each regular full-time employee and to each regular part-time employee who works twenty (20) or more hours during the duty week, subject to the provisions set forth hereinafter. Effective January 1, 2024 the maximum District contribution for medical insurance shall be as follows: Employee only - \$9,570.00; Employee + 1 - \$14,180.00; Family - \$19,930.00. Any increase in employer contributions for subsequent years shall be subject to negotiation on an annual basis and the District shall possess the right to implement employee payroll deductions to cover the increased cost of benefits in the event the parties have not reached agreement at the time of commencement of the benefit renewal period.
- 11.1.2 Employees will have the option of selecting from one of the District's medical plans through VEBA. If the employee selects a program other than the Kaiser medical plan, then the following will apply:
- Kaiser Employee Only Coverage will be entirely paid for by the District. For all other plans, any additional increase above the Kaiser Employee Only rate, the District will pay 50% and the employee will pay 50%.
 - Any coverage premium not covered by the District contribution shall be paid by the unit member via monthly payroll deductions.
- 11.2 The District shall provide fully paid dental and vision coverage at a benefit level that is the same as META for employees who work 30 or more hours per week.
- 11.3 The District shall provide medical, dental, life insurance and vision insurance to all eligible members subject to section 11.7.
- 11.4 The plan and carrier shall be determined by the "Benefit and Insurance Committee" which shall have equal representation from all employee groups represented by an exclusive representative and management. In the event the "Benefit and Insurance Committee" cannot come to an agreement on the plan and/or carrier, the District reserves the right to negotiate with each employee group individually.
- 11.5 A regular part-time employee who has assignment of at least twenty (20) hours per week shall receive a prorated share of all medical, dental and life insurance benefit contributions provided for regular full-time employees.
- 11.6 In order to receive the prorated contribution provided for in Section 11.5, a regular part-time employee shall pay the difference between the prorated District contribution and the cost of the District contribution for regular full-time employees.
- 11.7 Effective July 1, 2015, employees who have regular assignments of six (6) or more hours per day (thirty [30] hours per week regular assignment) shall be treated as a full-time

employee for purposes of receipt of employee health and welfare benefits. Unit members serving more than four (4) hours per day but less than six (6) hours per day shall receive prorated benefits based upon a proration which defines eight (8) hours a day as a full-time work day.

- 11.8 Unit members who have been eligible for benefits under Section 11.1 for a least seven (7) years and who retire between the ages of fifty-five (55) and sixty-five (65) shall be eligible to participate in the benefits under Section 11.1 until age sixty-five (65) provided they pay the full cost of the premium therefore (lump sum).
- 11.9 Any and all plans, coverage and eligibility shall be subject to the policies and practices presently existing or as may be modified by the presently or then existing carriers.
- 11.10 Any optional funds provided by Section 11.9 not directed to the District to be expended during a thirty (30) day period from the date of hire or open enrollment period shall be forfeited by the eligible unit member.
- 11.11 ***“Opt Out” Option***

The District agrees, subject to approval by the VEBA Board of Directors, to provide an option to benefited unit members to “opt out” of the District medical benefits plan. Unit members eligible for and choosing to “opt out” of the District medical benefits plan will receive one-thousand dollars (\$1,000), paid in tenths installments, provided the unit member accepted and continued this waiver prior to January 1, 2001. The District also agrees to provide an option to eligible benefited unit members to “opt out” of the District dental benefits plan. Unit members eligible for and choosing to “opt out” of the District dental benefits plan will receive four hundred dollars (\$400), paid in tenths installments. Eligibility for either of these “opt out” plans will be subject to annual verification that the employee is currently covered under another medical and/or dental benefits plan. In the event a unit member receiving tenths payments under either or both of the “opt out” plans loses the coverage that rendered him/her eligible for the “opt out” plan, the unit member is obligated to immediately inform the District to resume coverage. Tenths payments to an employee receiving “opt out” benefits will cease on the day the employee begins to again receive medical and/or dental benefits or on the effective date of any termination of employment.

11.12 ***Life Insurance***

The parties agree to change the life insurance carrier to The Hartford, and to increase the life insurance benefit provided to eligible unit members to \$50,000.

11.13 ***Disability Insurance***

The District agrees that in the event an agreement is reached with another employee or employee group to provide 90-day disability coverage, that the same benefit will be extended to eligible classified bargaining unit members.

11.14 ***Long Term Care***

The parties agree to a voluntary, employee-paid long-term care plan offered by UNUM.

11.15 *Early Retirement Incentive Program*

11.15.1 The District will provide an early retirement incentive program for classified employees. Employees less than four (4) hours will be included.

11.15.2 Program Options

11.15.2.1 Cash Payment or Extension of Benefits

11.15.2.1.1 Unit members who have reached the minimum age of fifty-five (55) or the maximum age of sixty-three (63), and have ten (10) years of continuous service with the District, may choose either: 1) a lump sum payment equal to 20% of the unit member's annual salary on the date of the unit member's retirement; or 2) for unit members receiving benefits on the date of retirement, District-paid employee-only benefits, up to the cap, for a period of seven (7) years or until the unit member reaches the age of sixty-five (65), whichever occurs first.

11.15.2.1.2 Unit members who have reached the minimum age of fifty-five (55) or the maximum age of sixty-three (63), and have fifteen (15) years of continuous service with the District, may choose either: 1) a lump sum payment equal to 30% of the unit member's annual salary on the date of the unit member's retirement; or 2) for unit members receiving benefits on the date of retirement, District-paid employee-only benefits, up to the cap, for a period of ten (10) years or until the unit member reaches the age of sixty-five (65), whichever occurs first.

11.15.2.1.3 Unit members employed less than four hours per day on the date of retirement, who have reached the minimum age of fifty-five (55) or the maximum age of sixty-three (63), and have ten (10) years of continuous service with the District, will receive a lump sum payment equal to 30% of the unit member's salary.

11.15.2.2 Subject to the requirements of federal or state law and operating procedures and prior approval of the San Diego County Office of Education, insurance carriers providing tax sheltered annuities and other entities possessing the ability to govern the payment of the one-time cash payment, the benefit described in 11.12.2.1 shall be paid in one of the following approved ways as selected by the employee:

- (a) Cash payment to be made to the employee within sixty (60) days of the date the retirement/resignation becomes

effective.

- (b) Payment to be made to the employee's previously board authorized tax sheltered annuity contemporaneous with the employees' final paycheck of the effective year of the retirement/resignation.

11.15.2.3 Any one-time cash payment made under the provisions of Section 11.15.2.2 shall be subject to such payroll deductions as are required by the provisions of federal and/or state law.

11.15.2.4 Classified employees planning to take advantage of the above one-time cash payment must submit their resignation four (4) months prior to the effective date of the resignation. Classified employees who have submitted such resignation shall not be able to revoke the resignation once the Board has acted to accept it. The Superintendent shall respond to the application within sixty (60) days of the request.

11.15.3 General Provisions

11.15.3.1 In order to be eligible for this plan the classified employee must resign from the school district.

11.16 Retirement

11.16.1 The District will pay for employee-only benefits for any unit members who retire at age sixty-four (64), have at least ten (10) years of continuous service with the District, and receive benefits on the date of retirement, until the unit member reaches the age of sixty-five (65).

ARTICLE 12

LEAVES

12.1 *Sick Leave*

- 12.1.1 Classified Employees employed five (5) days per week for the full school year are entitled to twelve (12) days of sick leave each school year commencing on the first day of employment. Classified employees employed for the full school year for less than five (5) days per week are entitled to twelve (12) days divided by five (5) days and multiplied by the number of days worked per week each school year. Regular sick leave shall accumulate from year to year.
- 12.1.2 Classified employees hired for less than a full school year (i.e., nine (9), ten (10), eleven (11)), shall earn sick leave in direct proportion to that earned by a person employed a full year in the same position. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this Section, until the first day of the calendar month after completion of six (6) months of active service with the District.
- 12.1.3 At the beginning of each fiscal year, a regular classified employee shall be credited with a number of days of sick leave at half-pay calculated as one hundred (100) minus the number of days in the employee's full-pay sick leave "bank". If the employee's full-pay sick leave "bank" equals or exceeds one hundred (100) days, he/she shall be credited with no days at half-pay. Half-pay sick leave shall not be cumulative and shall not be used until sick leave, holidays, vacation and compensation time has been exhausted.
- 12.1.4 Employees absent more than five (5) consecutive days may be required to submit to a review and examination by a physician selected by the District or a practitioner of the employee's faith selected by the District.
- 12.1.5 A sick leave absence shall commence when the employee or agent of the employee calls in to report the absence. A sick leave day once commenced may not be reinstated as a working day without the approval of the employee's supervisor. A unit member is not entitled to utilize sick leave on a day that she/he is not required to render service to the District. (Education Code section 45191.)
- 12.1.6 Whatever the claim of disability, no day of absence shall be considered a sick leave day on which any employees of the District have engaged in a concerted work stoppage unless the employee was legitimately absent the preceding day and provides such certification as is required by the Superintendent.
- 12.1.7 Should a classified employee of the District, in the opinion of a supervisor, show evidence of deviation from normal physical or mental health, the supervisor shall report this to the Superintendent who shall recommend a course of action in accordance with State law and this Agreement.
- 12.1.8 The personnel records of this District shall show the attendance of each employee and such days as that employee may be absent for reasons of illness, accident, or other cause. A record shall be maintained of the unused sick leave days accumulated by each employee each school year.

- 12.1.9 Misuse of sick leave shall be considered a serious infraction of Board policy and this Agreement. Misuse of sick leave shall be considered grounds for discipline including dismissal from employment. Excessive use of sick leave creates a presumption of the classified employee's lack of capacity to competently perform duties of employment.
- 12.1.10 In cases where a unit member has been absent for an extended period of time due to illness or accident, the unit member may be required to present their supervisor with a written statement from the unit member's physician certifying that the unit member is physically able to perform the duties of his position.

12.2 *Leaves of Absence for Industrial Accident and Illness*

- 12.2.1 Industrial accident or illness leave of absence of up to ninety (90) days shall be granted to a member of the unit after service of twelve (12) months in the District.
- 12.2.2 Allowable leave shall not be accumulative from year to year.
- 12.2.3 Industrial accident or illness leave will commence on the first day of absence.
- 12.2.4 Payment of wages lost on any day shall not, when added to an award granted the unit member under worker compensation laws for the State, exceed the normal wages for the day.
- 12.2.5 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made pursuant to worker compensation proceedings.
- 12.2.6 When an industrial accident or illness occurs at a time when the full ninety (90) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the injury or illness occurred.
- 12.2.7 When entitlement to industrial accident or illness leave has been exhausted or not earned entitlement to other sick and/or vacation leave may be used. A member of the unit shall be entitled to use only so much of the available sick and/or vacation leave which provides for a full day's wage or salary.
- 12.2.8 During all paid leaves of absence, members of the unit may endorse to the District the temporary disability indemnity received on account of the member's industrial accident or illness. The district, in turn, shall issue the unit member appropriate salary warrants for payment of the member's salary and shall deduct normal retirement or authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.

12.3 *Bereavement Leave*

- 12.3.1 Every classified employee is entitled to a leave of absence not to exceed five (5) days on account of the death of any member of the family. No deduction shall be

made from the salary of such employee nor shall leave be deducted from leave granted by other sections of this Agreement.

- 12.3.2 Member of the family, as used in this section, means father, mother, grandmother, grandfather, legal guardian; foster, step child or grandchild of the employee; son, son-in-law, daughter, daughter-in-law, mother-in-law, father-in-law, brother or sister, brother-in-law or sister-in-law, aunts, uncles, nieces, nephews, and any family member being in the household of the employee. The District may request verification of the death, and that the deceased qualifies as a member of the family as described in this section in order for the employee to be credited with bereavement leave.
- 12.3.3 In cases involving a long established personal relationship between a classified employee and an individual residing within the same household, bereavement leave may be granted at the discretion of the Superintendent.
- 12.3.4 Bereavement leave may be taken at the time of death and/or at a later time to handle estate-related matters not to exceed Section 12.3.1.

12.4 *Personal Necessity Leave*

- 12.4.1 The Board shall provide for a classified employee's absence for personal necessity while charging such absence to accumulated sick leave benefits.
- 12.4.2 The Board reserves the right to specify the manner of proof personal necessity leaves and the type of situations in which such leave will be permitted.
- 12.4.3 The total number of days used for personal necessity leave in any school year may not exceed ten (10) days.
- 12.4.4 When possible, request for personal necessity leave shall be made at least three (3) days in advance to the principal or supervisor and forwarded to the Superintendent. The principal or supervisor will notify the unit member of the acceptance or denial of the request within seventy-two (72) hours of the time the request was submitted.
- 12.4.5 "Personal necessity" shall be strictly limited to its common and ordinary meaning, to wit: circumstances which are truly unavoidable, beyond the control of the classified employee, and in the nature of compulsion. Leave for personal convenience, civic, or non-emergency reasons, or circumstances created by the choice of the classified employee does not constitute personal necessity leave.
 - 12.4.5.1 In conjunction with the Family and Medical Leave Act and the California Family Rights Act, an employee may use personal necessity leave for: 1) the birth of a child of the unit member and to care for that child; and or 2) the placement of a son or daughter with the unit member for adoption or foster care.
- 12.4.6 In no case shall personal necessity leave be used for:
 - (a) Extension of a school holiday or vacation;
 - (b) Extension of an approved vacation;
 - (c) Personal vacation when not provided under the terms of employment;
 - (d) Social event (wedding of self or family member, reunion, etc.); and
 - (e) Convention related to employee's avocation or religion.

12.4.7 Three (3) days of personal necessity leave may be used by each classified employee for matters of personal importance which may not qualify under the standards set forth in Section 12.4.5 herein above. Such days of leave shall be subject to twenty-four (24) hour prior notice. Only one bus driver may utilize this language on any one particular day due to the limited number of substitute bus drivers.

12.5 *Pregnancy Disability Leave*

12.5.1 The unit member may elect to utilize Sick Leave during any period of disability resulting from pregnancy, miscarriage, childbirth, or the recovery therefrom. The dates of such disability shall be certified by the unit member's physician or recognized practitioner.

A unit member may request a leave of absence due to the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member ("parental leave") as follows:

When the unit member has exhausted all available sick leave and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Right Act ("CFRA, Government Code 12945.2), the unit member shall receive fifty percent (50%) differential pay for the remaining portion of the 12 workweeks of parental leave.

12.6 *Long-Term Uncompensated Leave*

12.6.1 The Board may consider, on an individual basis, a request by a classified employee for a long-term uncompensated leave of absence.

12.6.2 **Purpose**

Long-term uncompensated leave may be granted for the following purposes:

- (a) Study
- (b) Travel
- (c) Work
- (d) Health
- (e) Child-rearing

12.6.3 **Eligibility**

An employee shall have completed at least one (1) year of service with the District to be considered for uncompensated leave.

12.6.4 Requests for long-term uncompensated leave shall be made to the Superintendent at least four (4) weeks or as soon as practicable in advance of the desired date.

12.6.5 **Period of Leave**

A long-term uncompensated leave may be granted for a period of up to twelve (12) months.

12.6.6 **Commitment of Classified Employee**

The classified employee granted an uncompensated leave shall inform the Board at

least thirty (30) days prior to the scheduled return date as to his/her intentions. When thirty (30) days' notice is not possible, the employee must provide notice as soon as practicable. If said notification is not received, proper action may be taken to terminate employment.

12.6.7 Commitment of Employer

At the expiration of the uncompensated leave, the classified employee shall be offered a position within the class and range to which he/she was previously assigned. While on uncompensated leave, an employee shall be entitled to insurance benefits provided to employees of like status if he/she pays the premiums therefor and he/she is eligible under the terms of the insurance carrier.

12.6.8 The Board is not required by this section to grant requests for uncompensated leave to a particular classified employee and such action shall not obligate the Board to grant a subsequent request for uncompensated leave submitted by any other classified employee.

12.7 Short-Term Uncompensated Leave

12.7.1 Members of the unit may request a short-term uncompensated leave of absence for a period not to exceed ten (10) duty days.

12.7.2 Any unit member wishing to take short-term uncompensated leave shall obtain prior approval from the Superintendent or his/her designee, the principal or immediate supervisor.

12.8 Judicial Leave

12.8.1 Unit members who are required to serve as a juror or to appear in court pursuant to a lawful subpoena shall be entitled to leave without loss of pay, except as provided for hereinafter.

12.8.2 Judicial leave, when granted pursuant to Section 12.8.1, may be granted not to exceed the duration of the requirements of the official order for participation and appearance. An employee granted such leave of absence shall be granted District compensation which, when added to jury or witness fee, shall not exceed the employee's regular compensation. The employee will be required to pay the District the amount of fees received for jury duty excluding travel reimbursement for mileage and meals.

12.8.3 Unit members who appear in court under a subpoena must submit a copy of the subpoena and/or court verification of appearance in order to receive pay under this section.

12.8.4 If the unit member receives fees that are in excess of regular earnings, the employee shall be excused without pay.

12.9 Military Leave

12.9.1 Military leave shall be provided to unit members of Military Reserve Units who are required to attend two weeks active duty or training each year.

12.9.2 Leave not to exceed ten (10) workdays per year.

- 12.9.3 Members must be in a normal pay status during the period of training.
- 12.9.4 Reserve Units shall include: U.S. Army, U.S. Navy, U.S. Marine Corps, U.S. Air Force, California National Guard, and the Naval Militia.
- 12.9.5 Upon receipt of order for active duty the unit member shall provide a copy of the orders attached to a leave request for Military Leave to his/her supervisor.
- 12.9.6 Upon return from active duty the unit member shall provide his/her supervisor with another copy of the active duty orders containing an endorsement or reporting for training and release from training.

12.10 *Extended Military Leave*

- 12.10.1 The District shall provide extended Military leave for classified employees, granting extended military leave pay for permanent employees who are ordered to active military duty during time of war or national emergency.
- 12.10.2 Such leave pay shall be the difference between the employee's regular pay and the total compensation actually paid by the military.
- 12.10.3 Such leave shall commence upon completion of all rights and privileges granted by law arising out of the exercise of military leave and shall continue for the length of the employees ordered active duty period.
- 12.10.4 Extended military leave shall be coordinated with any other paid leave entitlement such that the combined entitlement not exceed the employee's regular pay.
- 12.10.5 Employees covered by this section shall present the District with verification concerning active duty status (orders) and total military compensation.

12.11 *Catastrophic Leave Benefits Program (Donation of Sick Leave)*

- 12.11.1 "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time or employee's member of the immediate family which includes a spouse, natural child, adopted child, mother, father, or any immediate family member living in the employee's household who has suffered a catastrophic illness or injury which requires the employee to take time off work for an extended period of time to care for that immediate family member, and who has exhausted all other paid leave including vacation. The District may require verification of any claimed catastrophic illness or injury.

- 12.11.2 Members of the bargaining unit are eligible to participate in the catastrophic leave benefits program if they meet the following criteria:

The unit member must have donated a minimum of the equivalent of one work day of sick leave during the open enrollment period for the catastrophic leave program year in which the absence resulting in unit member's request for catastrophic leave first began. The open enrollment period for each school year shall begin on September 1 and conclude on September 30 of the current school year, with the catastrophic leave program commencing October 1 and ending the following September 30,

The Donation of Catastrophic Leave Form (Appendix H) will be provided to unit members in time for it to be completed and submitted to the District Office by September 30. Sick leave donations made pursuant to this provision are irrevocable.

The exception to this requirement shall be any unit member who was absent due to an approved catastrophic illness allowed under this agreement at the time of the adoption of this agreement. If, after one or more unit members receive the benefits of this agreement pursuant to this provision, there are any sick leave days remaining in the Catastrophic Leave Bank (“Bank”), CSEA’s pro-rata share of those days will remain in the new Catastrophic Leave Program

- 12.11.3 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
- 12.11.4 Applications for Catastrophic Leave Benefits (Appendix I) shall be considered by a Catastrophic Leave Committee comprised of a designee from the District Administration, the CSEA President, and one designee appointed by the CSEA President. Decisions of the Committee shall be by consensus; however, if a consensus is not achievable, the decision of the Committee shall be determined by a vote of the Committee. The decisions of the Committee shall be final and are not subject to appeal or the provisions of the grievance procedure contained within this Agreement.
- 12.11.5 Members of the bargaining unit eligible to participate in the program shall be awarded catastrophic leave benefits in accordance with the following conditions and provisions: the unit member must have suffered a “catastrophic illness or injury” as defined by Article 12.11.1.
- 12.11.6 The Catastrophic Leave Committee must determine that the unit member is unable to work because of the member’s catastrophic illness or injury, after adequate proof of illness has been provided in accordance with Education Code Section 44043.5, to include but not be limited to, a doctor’s verification of illness and declaration of compliance with the requirements for this leave.
- 12.11.7 When catastrophic leave is applied against a differential leave day, catastrophic leave shall be debited from the bank in half-day increments to make a differential day a fully paid leave day.
- 12.11.8 Catastrophic leave will be granted in increments of up to fifteen (15) full days (30 differential days), and up to a maximum of forty-five (45) full days (90 differential days). Upon request by the employee, the Catastrophic Leave Committee may grant additional days only if the Committee reaches consensus that additional days should be granted. The nature of the initial request, as well as the number of days available from the bank, may be taken into consideration.
- 12.11.9 An employee receiving paid leave pursuant to this section, whose leave extended from one school year to the next, shall use any newly accrued annual sick leave credits prior to receiving additional paid leave pursuant to this section.

- 12.11.10 The Catastrophic Leave Committee shall annually calculate and report the number of sick leave days available in the catastrophic leave program after the end of the open enrollment period. In the event that an annual open enrollment period ends and there are fewer than thirty (30) days of sick leave available, the Catastrophic Leave Committee may offer another thirty (30) calendar day enrollment period for seeking additional donations.
- 12.11.11 The Catastrophic Leave Committee may suspend an ensuing open enrollment period if the number of days accumulated in the Bank reaches or exceeds 200 days. Any unit member who has not contributed to the Bank may contribute during this suspended enrollment period. Current eligible unit members will remain eligible until the next open enrollment period.
- 12.11.12 An employee who retires from the District may voluntarily donate up to three (3) days of their accumulated sick leave to the Bank.
- 12.11.13 The Association agrees to indemnify and hold harmless the District from any loss or damages resulting from the Catastrophic Leave Program.
- 12.11.14 The Association will coordinate the program in such a manner that confidentiality between participants will be maintained upon request, and feelings of obligation minimized.

12.12 *Family Care Leave*

The District shall grant unpaid Family Care Leave in accordance with the Federal Family and Medical Leave Act and the California Family Rights Act for situations not covered by other leave provisions of this Agreement for the following: 1) the birth of a child of the unit member and to care for that child; 2) the placement of a son or daughter with the unit member for adoption or foster care; 3) the serious health condition of the unit member's spouse, child, or parent; and 4) the unit member's own serious health condition that makes the unit member unable to perform the essential functions of his or her position.

- 12.12.1 The parties agree that the provisions of the Federal Family and Medical Leave Act and the California Family Rights Act will encompass all employees in the bargaining unit regardless of full or part-time status or number of hours worked. Where conflict exists between federal law, state law or the provisions of the collective bargaining agreement, the greater benefit prevails.
- 12.12.2 Complete text of Family Care Leave Provisions is available in the Personnel office to all employees upon request.

12.13 *Parental Leave for Baby Bonding/Child Care*

As provided by Education Code Section 45196.1, unit members shall be entitled to parental leave as set forth in this section.

- 12.13.1 For purposes of this section, "parental leave" shall be defined as leave for reason of the birth of the unit member's child, or the placement of a child with the unit member for adoption or foster care.

- 12.13.2 Unit members shall use current and accumulated sick leave for parental leave, for up to 12 workweeks.
- 12.13.3 When a unit member has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child bonding) leave under the California Family Rights Act, he or she shall be entitled to 50% pay for any of the remaining twelve (12) workweek period. Unit members may choose to exhaust accrued vacation after exhausting all current and accumulated sick leave, before moving to 50% pay for the remaining period of leave.
- 12.13.4 In order to use 50% pay pursuant to Section 12.13.4, the unit member must have been employed by the District for at least twelve (12) months preceding the leave, but is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.
- 12.13.5 Any leave taken under this section shall count against any entitlement to child bonding leave under the California Family Rights Act and the aggregate amount of leave taken under this section and the California Family Rights Act shall not exceed twelve (12) workweeks in any twelve (12) month period. Additionally, parental leave under this section shall run concurrent with any paid pregnancy leave otherwise provided in the Agreement.
- 12.13.6 When the need for parental leave is foreseeable, the unit member must give the District at least 30 days advance written notice of his or her intention to use parental leave and the anticipated dates of the leave. In all other cases, the unit member must give the District as much advance notice of the need for parental leave as practicable under the circumstances.
- 12.13.7 Parental leave must be used within 12 months following the birth or placement of the child and must be taken in increments of at least two (2) weeks duration; however, the unit member may take parental leave in increments of less than two (2) weeks on up to two occasions.

ARTICLE 13

TRANSFERS

13.1 *General*

Assignment for members of the unit shall be determined by the Superintendent, subject only to the express terms of this article.

13.2 *Definitions*

13.2.1 “**Transfer**” is defined as the lateral movement of a unit member from one (1) job site to another.

13.2.2 “**Voluntary Transfer**” is a transfer, which is initiated through a request submitted by a unit member.

13.2.3 “**Involuntary Transfer**” is a transfer, which is initiated by and effected at the discretion of the Superintendent.

13.3 *Voluntary Transfer*

13.3.1 Notices of known vacancies shall be posted on each staff bulletin board for at least ten (10) days at each work site. Such notices shall include the applicable position description.

13.3.2 A member of the unit may request, in writing, a voluntary transfer after completing one (1) year of service in the District. Such transfer requests will be valid for one (1) year. Transfer requests shall be submitted to the Superintendent. A valid transfer request shall serve as a transfer application under the provisions of Section 13.3.5.

13.3.3 In the consideration of requests for voluntary transfers, the following factors shall be applicable.

- (a) Affirmative action goals of the District;
- (b) Experience in the position;
- (c) Qualifications required of the position;
- (d) Prior performance evaluations of the applicant;

And,

- (e) Best interest of the District as defined by the Superintendent.

13.3.4 In cases where more than one (1) applicant equally satisfies the criteria mentioned in Section 13.3.3, the unit member with the most District-wide seniority shall be selected for the position.

13.3.5 Members of the unit with transfer applications on file by the announced closing date will interview for any or all positions for which they qualify.

13.3.6 This article shall in no way abridge the right of the Superintendent to fill a vacancy with a new hire when the Superintendent determines that the new hire is more qualified to fill the vacancy than existing bargaining unit members requesting a

voluntary transfer.

13.3.7 Upon mutual agreement between the District and CSEA a member of the bargaining unit shall sit on the interview board for vacancies within their own department.

13.3.8 **Short-Term Transfers:** A unit member may request, in writing, a short-term voluntary transfer to another work shift at the same worksite, and in the same classification, in the event a position is left temporarily vacant due to the leave of absence of another unit member. The request may be made if the position would be filled by a substitute or short-term employee and the leave of absence is expected to be longer than twenty (20) workdays, and if granted shall last for the duration of the leave of absence. If more than one short-term transfer is requested, the only request that may be granted shall be the one submitted by the unit member with the most District-wide seniority among those making a request. Requests may be denied because of extenuating circumstances, and when a request is denied the decision can be appealed in writing to the Superintendent within three (3) days of the decision.

13.4 *Involuntary Transfers*

13.4.1 Involuntary transfers shall be based upon whether or not the involuntary transfer serves the best interests of the District as determined by the Superintendent. Involuntary transfers shall not be made for arbitrary, capricious or discriminatory reasons.

13.4.2 Written notice of an involuntary transfer shall be given at least ten (10) days in advance of the transfer to the unit member and the Chapter President by the Superintendent or his/her designee. The notice shall include the reasons for the involuntary transfer. A conference shall be held between the unit member and his/her immediate supervisor to discuss the reasons for the transfer in which the unit member may request union representation.

ARTICLE 14

SAFETY CONDITIONS OF EMPLOYMENT

- 14.1 The District shall comply with the provisions of the Occupational Safety and Health Act, as amended, and regulations relating thereto.
- 14.2 The Superintendent shall be responsible for the communication of safety rules for all unit members and shall appoint a district safety officer to oversee the conditions of the District facilities. The Superintendent shall appoint a District Safety Committee. CSEA will appoint one member and one alternate to the safety committee.
- 14.3 A unit member who becomes aware of a possible hazard to safety within a school building or on the school premises shall immediately inform the building principal or supervisor and safety committee who shall investigate the possible hazard and recommend appropriate action. No reprisal of any kind shall be taken against any employee as a result of the employee's reporting of any unsafe or unsanitary conditions.
- 14.4 Unit members shall not be required to work with friable asbestos materials without proper EPA/CAL OSHA approved personal protection equipment and approved containment equipment.

ARTICLE 15

EVALUATION PROCEDURES

The District and the Association agree to the evaluation form incorporated into this Agreement as Appendix C.

- 15.1 The District shall establish and maintain a continuing program of unit member performance evaluation. The program shall include provisions for preparation of written evaluations and a means of making the results of such evaluations known to the unit members.
- 15.2 Performance evaluations for all probationary unit members shall be submitted to the Superintendent twice during the six (6) month period of probationary employment at times designated by the Superintendent.
- 15.3 Performance evaluations for permanent unit members shall be submitted to the Superintendent at least once during the school year at a time designated by the Superintendent.
- 15.4 Special or supplementary evaluations may be made of either permanent or probationary unit members at any time when such evaluations are deemed appropriate by the principal or immediate supervisor.
- 15.5 Any serious violation of written District regulations, Board Policy, or the provisions of this Agreement shall be brought to the attention of the unit member in writing, within seven (7) working days from the time the District became aware of the violation. This section shall be inapplicable in cases involving pending or actual investigation by law enforcement agencies.
- 15.6 Notwithstanding Section 15.3 herein, reclassified unit members may be evaluated twice during the first six (6) months in their new classification.
- 15.7 The evaluation process will include a meeting between the appropriate immediate supervisor and the employee. Individual elements of the evaluation will be discussed, with strong and weak points noted. In the event a below standards performance is noted, specific recommendations for improvement will be made along with an offer of assistance by the administration to implement corrective action.
 - 15.7.1 Conclusions and judgments based solely on hearsay information shall not be included in a unit member's evaluation unless the information is investigated prior to inclusion in said evaluation.
 - 15.7.2 Information of a derogatory nature, an individual category rating of Unsatisfactory, or an overall rating of below Competent/Meets Standards will not be forwarded to the employee's file for ten (10) working days after the employee receives his/her copy. After review and during this period, the employee may: (a) provide additional clarifying information to the supervisor and/or, (b) submit written comments to be attached to the materials prepared by the supervisor.
 - 15.7.3 An employee who receives an overall performance rating of "unsatisfactory" may appeal the evaluation to the Superintendent. The employee must submit such an appeal to the Superintendent in writing and within ten (10) working days following receipt of the evaluation. There shall be a meeting between the Superintendent and

the employee as part of the review process, if the employee requests a meeting as part of the written appeal. The decision of the Superintendent, after review of the evaluation, shall be final.

15.7.4 Recognition of outstanding performance will be especially noted and references placed in the employee's personnel files.

15.8 The evaluation form is incorporated herein as Appendix "C".

15.9 ***Personnel Files***

15.9.1 The personnel file of each unit member shall be maintained at the District's central administration office.

15.9.2 Unit members shall be provided with a copy of any derogatory written material five (5) work days before it is placed in the unit member's file. The unit member shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and prepare a written response to such material. Any written response shall be attached to the derogatory material.

15.9.3 A unit member shall have the right to examine and/or obtain a copy, of any material from his/her own personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the person involved, which were prepared by identifiable examination members, or were obtained in connection with a promotional examination.

15.9.4 All personnel files shall be kept in confidence and shall be available for inspection only by the Board or appropriate management employees or authorized agents of the District when absolutely necessary in the proper administration of the District's affairs or the supervision of the employee.

15.9.5 The Association may review a personnel file upon presentation of a written authorization signed and dated by the employee.

15.9.6 The Authorization for Release of Personnel Records Form is incorporated herein as Appendix "J".

ARTICLE 16

LAYOFF AND REEMPLOYMENT

16.1 *Definitions*

- 16.1.1 **Regular Classified Employee:** a classified employee who is either a permanent or probationary employee serving in a position, which has been approved by the Board as a permanent position.
- 16.1.2 **Classification:** The official District title given to a class of positions and appearing on the official District class description.
- 16.1.3 **Termination:** Separation from District employment by resignation, retirement, discharge, death, abandonment of position, layoff, or failure to accept reassignment.
- 16.1.4 **Length of Service:** Refers to the period of service as a regular classified employee within one or more classifications.
- 16.1.5 **Seniority:** Shall be determined based upon initial hire date in regular classified employee status.
- 16.1.6 **Seniority Within a Classification:** Total length of service since the last appointment as a regular classified employee to the classification. All service in the classification plus higher classifications shall count as seniority in the classification.
- 16.1.7 **Seniority Accrual:** Seniority shall be accumulated during absences resulting from paid leaves of absence until such time as the employee is terminated from his/her employment with the District. For the purposes of this Article, employees shall receive credit toward seniority for leave taken under the Family Medical Leave Act or California Family Rights Act.

16.2 *Decision to Lay Off*

Whenever it becomes necessary to lay off employees for lack of work or lack of funds, the procedure shall be as delineated in this Article and in accordance with the Education Code. The decision to lay off is solely that of the Board and shall not be bargainable or grievable. The District will notify CSEA of the proposed layoffs as soon as practicable after the decision has been made. CSEA will notify the District of its intent to negotiate the impacts and effects within ten (10) working days of notification of the proposed layoffs.

16.3 *Timing of Layoff*

Employees to be laid off shall be given written notice of layoff not less than sixty (60) calendar days prior to the effective day of layoff. If notice is less than sixty (60) days, the employee shall be compensated at regular salary as if days had been worked. Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, nor layoff resulting from causes not foreseeable or preventable by the Board, without

the notice required in this Article.

16.4 *Order of Layoff*

Employees shall be laid off by classification according to their status in the following order: first, probationary, second, permanent. In the case of permanent and probationary employees, classification seniority will be the determining factor. In the event of a tie, the employee with less District seniority shall be laid off first. In the event a tie still exists, the employee with the most recent hire date shall be laid off first. If a tie still exists, the employees affected shall draw lots to break the tie. The last appointed regular employee in any given classification shall be laid off first. All service in the classification plus higher classifications shall count as seniority in the classification. (Service in temporary or restricted status shall not count toward seniority.) Regular classified employees on layoff retain classification seniority and District seniority up to thirty-nine (39) months.

16.5 *Displacement Rights*

Regular classified employees in positions which have been eliminated, shall have the right to displace the least senior employee in their classification whose assignment most closely approximates their own hours per day and days per work year. If there is no least senior employee in the same classification, employees may displace the least senior employee in the next lower classification in which they have served as either a probationary or permanent employee and have greater classification seniority than the least senior employees.

16.6 *Reemployment*

16.6.1 Regular classified employees who are laid off shall be placed on the reemployment list in order of their classification seniority, which shall be in reverse order of layoff. This reemployment list shall supersede the existing promotional and open eligible lists for the classification and shall remain in force for a period of thirty-nine (39) months from effective date of layoff. An employee who accepts a reassignment involving loss of salary in lieu of layoff shall remain on the reemployment list for an additional twenty-four (24) months.

16.6.2 A permanent employee who elects to retire in lieu of layoff, accepts a voluntary demotion, or accepts a reduction in time shall be placed on the reemployment list in accordance with section 16.6.1 of this Article.

16.7 *Notification of Reemployment*

An employee who is laid off and becomes eligible for reemployment shall be notified by certified mail addressed to the last known address on file with the District office. Such employees shall have five (5) working days from receipt of notice to respond to the offer of reemployment. Should the notice of reemployment be undeliverable, the next senior person shall be offered the position. Should the noticed employee not accept the offer of reemployment, the employee may request removal from the list or request the next offer. Following a second refusal the employee's name shall be removed from the reemployment list and it shall be presumed that the employee shall have exhausted his/her reemployment rights. Upon acceptance of reemployment, the employee shall have ten (10) workdays to report for work unless the District agrees to an extension of the reporting date.

Such extension shall be solely at the discretion of the District.

16.8 **Miscellaneous Provision**

16.8.1 **Demotion in Lieu of Layoff**

A regular classified employee who is demoted in lieu of layoff has the same reemployment rights in the employee's higher classification as an employee who is laid off from the same classification.

16.8.2 **Other Provisions**

- 16.8.2.1 Employees who are laid off may apply for substitute and limited term work in any classification for which they meet the qualifications. Such employees will be accorded priority for such work so long as their performance meets District standards.
- 16.8.2.2 Employees on reemployment lists shall be eligible to apply for promotional examinations for which they can qualify.
- 16.8.2.3 No limited term or substitute employees shall be employed in vacant positions from which regular classified employees are currently laid off until exhaustion of the reemployment list for that position. It is provided, however, substitute employees may serve in a vacant position pending responses from the reemployment list.
- 16.8.2.4 A laid-off employee who is reemployed within thirty-nine (39) months after his/her last day of paid service shall have restored to him/her all the rights and benefits (including previously accumulated sick leave) pertaining to regular classified employees in the class to which he/she is reemployed.
- 16.8.2.5 The District shall not abolish a classified position and utilize volunteer aides in lieu of classified employees who are laid off as a result of the abolition of a position.

16.9 **Benefits**

- 16.9.1 For those regular employees laid off, all earned and unused vacation shall be paid in the final salary warrant due the employee.
- 16.9.2 Any employee who is subject to layoff who has been receiving health and welfare benefits shall receive health and welfare benefits for the calendar month in which the layoff occurs and for the calendar month immediately thereafter.
- 16.9.3 Employees notified of layoff shall be granted three (3) days of release time to seek other employment. Employees whose hours are reduced shall be granted a pro rata amount of release time. Release time granted pursuant to this section shall be used during the notice period specified in 16.3.

16.10 **Zipper Clause**

- 16.10.1 This Article shall be the complete settlement of all issues related to layoffs, reemployment, voluntary demotions in lieu of layoff and the impacts and effects of these matters to the extent specifically covered herein. All impacts and effects of layoffs not specifically covered herein are subject to bargaining with CSEA. The District acknowledges that CSEA has not waived the right to bargain reductions in

hours, and agrees to bargain such issues to the full extent required by the law.

ARTICLE 17

GRIEVANCE PROCEDURE

17.1 *Definitions:*

Grievance - assertion by CSEA or one or more members of the unit that there has been an alleged violation, misapplication, or misinterpretation of the express terms of this agreement which personally and adversely affects CSEA or the member or members of the unit.

Aggrieved - CSEA and/or a member of the unit asserting a grievance.

A Party in Interest - the person or persons making the claim and any person whom might be required to take action or against whom action might be taken in order to resolve the claim.

Representative - a fellow employee, administrator, agent or Exclusive Representative, or legal counsel who shall represent any party in interest at his/her election.

Claim - the assertion of a grievance by CSEA and/or one (1) or more members of the unit.

17.2 *Purpose*

The purpose of a grievance procedure is to process a claim of grievance and to secure, at the administrative level closest to the aggrieved party, solutions to problems which may arise from time to time concerning the interpretation of the terms of this Agreement. The parties agree that confidentiality at any level should be maintained. The grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of grievances outside the structure of the grievance procedure.

17.3 *Review Procedure*

17.3.1 **Level I - School Principal (Immediate Supervisor)**

A grievance will first be discussed with the aggrieved person's principal or immediate supervisor with the objective of resolving the matter informally. In the event that the aggrieved person is not satisfied with the disposition of the grievance, he/she may submit the claim as a formal grievance in writing to the principal/supervisor. If the aggrieved person has not filed a claim within ten (10) duty days after speaking with the principal/supervisor informally, the grievance will be deemed to have been waived. If a formal grievance has been filed, the aggrieved shall meet with the principal/supervisor in an effort to resolve the matter. The aggrieved may have a representative accompany him/her to the meeting with the principal/supervisor. The principal/supervisor shall, within ten (10) duty days render his/her decision and the reasons therefor, in writing, to the aggrieved and the Superintendent.

17.3.2 **Level II - Superintendent or His/Her Designee**

- 17.3.2.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level I or if no decision has been rendered within ten (10) duty days after the presentation of the grievance in writing, the aggrieved person may forward the written grievance to the Superintendent within ten (10) duty days after the decision at Level I or twenty (20) duty days after the grievance was presented, whichever is sooner.
- 17.3.2.2 Within ten (10) duty days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee shall meet with the aggrieved person and their representative (if desired) in an effort to resolve the matter. The Superintendent may have a representative present at such meeting.
- 17.3.2.3 Within ten (10) duty days after meeting the aggrieved, the Superintendent shall transmit a copy of the grievance and his/her proposed resolution of it to the Exclusive Representative. Within ten (10) duty days after receipt of a copy of the grievance and the Superintendent's proposed resolution, the Exclusive Representative will transmit to the Superintendent its written response. Such response shall indicate agreement or disagreement with the Superintendent's proposed resolution. Supporting written rationale shall accompany a position of disagreement. Within ten (10) duty days after receipt of the Exclusive Representative's response to the grievance and the Superintendent's proposed resolution, the Superintendent shall render a decision to the aggrieved.
- 17.3.2.4 **Mediation of Grievances (Optional)**
Prior to the submission of a grievance to Level III, either party to the grievance procedure may request that the parties utilize the services of the State Conciliation Service for mediation and recommendation regarding the outcome of the grievance. Any request for mediation shall be submitted within the time limits specified for appeal to Level III. If mediation is requested, the time limits for appeal to Level III shall commence to run effective on the first duty day following the final mediation session.

17.3.3 **Level III – Arbitration**

- 17.3.3.1 If the aggrieved is not satisfied with the disposition of the grievance at Level II, or the time limits expire without the issuance of the Superintendent's written reply, the Association may within ten (10) duty days of the disposition of the grievance at Level II, or the expiration of the time limit for the issuance of the Superintendent's written reply, notify the District in writing of its decision to submit the grievance to arbitration. In such case, the parties shall within ten (10) days of the Association's written notice request a list of arbitrators from the State Mediation and Conciliation Service ("SMCS") in accordance with SMCS procedures.

- 17.3.3.2 The parties shall not be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party.
- 17.3.3.3 Unless the parties mutually agree upon a particular arbitrator, an arbitrator shall be selected by the following procedure:
- 17.3.3.3.1 A representative of the Association and the Board's representative shall select the arbitrator from the SMCS's list by eliminating names until one (1) remains. The determination regarding which party will strike a name first shall be determined by lot. The one (1) remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) days of receipt of the list from the SMCS by both parties.
- 17.3.3.3.2 Once the arbitrator has been selected, hearing shall commence at the convenience of the arbitrator and the parties.
- 17.3.3.3.3 Motion to Dismiss. The District may bring a motion to dismiss, claiming that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed in violation of the time limits provided for herein, or that the dispute has become moot.
- 17.3.3.4 Limitations on Arbitrator
- 17.3.3.4.1 The arbitrator shall conduct the hearing in accordance with this Agreement and with the voluntary arbitration rules of the SMCS.
- 17.3.3.4.2 The hearing need not be conducted by technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. The statutory and common law rules of privilege shall apply.
- 17.3.3.4.3 The arbitrator may hear and determine only one grievance at a time unless the parties expressly agree otherwise. Both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.
- 17.3.3.4.4 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or

not there has been a violation, misapplication, or misinterpretation of this Agreement in the respect alleged in the grievance, and shall not therefore render any decision or award, or fail to render any decision or award, merely because in his/her opinion such decision or award is fair and equitable.

17.3.3.4.5 The arbitrator shall consider only the evidence and arguments presented to him by the respective parties in the presence of each other, and any arguments presented in briefs.

17.3.3.4.6 The arbitrator shall consider only those issues which have been carried through prior steps as required by the provisions of the procedure.

17.3.3.5 Each party shall bear the full cost of its representation in the arbitration. If either party requests a transcript of the proceedings, that party shall bear the full costs of that transcript. If both parties request a transcript, the total cost of the two (2) transcripts shall be divided equally between the District and the Association. The cost of the arbitrator shall be divided equally between the District and the aggrieved, between the District and the Association, provided, however, that should a cancellation fee be assessed, that party causing the cancellation fee shall bear the full, total cost of that cancellation fee.

17.3.3.6 Decision of the Arbitrator

17.3.3.6.1 Within thirty (30) days after the conclusion of the hearing, or as otherwise agreed upon between the arbitrator, the Association and the District, the arbitrator shall render an award in writing to the Association and the District.

17.3.3.6.2 No decision of the arbitrator shall be retroactive beyond the beginning of the fiscal year prior to the ten (10) day period specified in Level I of the grievance procedure.

17.3.3.6.3 The decision of the arbitrator shall be binding on the parties.

17.4 ***General Provisions***

17.4.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified, however, may be extended by mutual consent. A waiver of time limits will be in writing, and will be

signed by the representatives of the respective parties who are responsible for the Grievance Procedure at the step succeeding the step being waived.

- 17.4.2 In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced so that the grievance procedure may be completed, if possible, prior to the end of the school year or as soon thereafter as is practicable.
- 17.4.3 A classified employee may be represented at all stages of the grievance procedure by himself or herself and, in the employee's option, by a representative of his/her choice; and the employee may change this designation of a representative at any level during the grievance procedure.
- 17.4.4 Aggrieved individuals not under the supervision of a principal or immediate supervisor may start at Level II.
- 17.4.5 Forms for filing grievances will be prepared by the Superintendent. Copies will be available in each principal's office and in the District office. In addition, a copy of the form for filing a grievance is attached as Appendix G.
- 17.4.6 The Superintendent, or his/her designee, and the Exclusive Representative agree to make available to all in interest all pertinent information not privileged under law, which is relevant to the issues raised by the grievance.
- 17.4.7 No grievance shall be recognized unless it shall have been presented at the appropriate levels within ten (10) duty days after the aggrieved person knew, or reasonably should have known, of the act or conditions and its aggrieving nature that form the basis of the grievance; and if not so presented, the grievance will be considered waived.
- 17.4.8 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.
- 17.4.9 Neither the Board nor any member of the unit shall make reprisals affecting employment status of any classified employee, any party in interest, or any other participant in the grievance procedure by reason of such participation.
- 17.4.10 Reasonable periods of release time as determined by the Superintendent shall be granted for purposes of processing grievances.
- 17.4.11 Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the employee's personnel file.
- 17.4.12 Any grievance not appealed to the next step of the procedure within the prescribed time limit shall be considered settled on the basis of the answer given at the preceding step.
- 17.4.13 Action by a unit member to challenge or change the provisions of this Agreement or the policies of the District is not within the scope of the grievance procedure.

ARTICLE 18

NO STRIKE PROVISION

- 18.1 The Exclusive Representative and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement the Exclusive Representative, in consideration of the terms and conditions of this Agreement, will not engage in, encourage, instigate, or condone any unlawful strike, work stoppage, sick-out, or any concerted refusal to perform work duties as required in this Agreement and will undertake to exert the best efforts to discourage any such unlawful acts by any employees in the unit.
- 18.2 Violation of this Article by any person covered by this agreement shall constitute just cause for discharge, or other discipline and/or imposition of other penalties to be determined by the Board.

ARTICLE 19

PROMOTIONAL PROCEDURES

- 19.1 The District reserves the right to make the final determination regarding the rating and ranking of applicants for promotional positions and to post notices of promotional vacancies both within and without the District in the manner permitted by law.
 - 19.1.1 A unit member who applies for and is not selected for a promotion may request, in writing, a written statement of the reason(s) the unit member was not selected. Any such request shall be responded to within fourteen (14) calendar days. The decision regarding the promotion, as opposed to the procedural requirements of this Article, is not subject to the grievance procedure (Article 17).
- 19.2 In the event two or more applicants for a promotional position receive the highest rating and ranking the following rules of promotional order shall apply:
 - 19.2.1 Existing unit members shall prevail over outside applicants.
 - 19.2.2 A unit member with the greatest district-wide seniority shall prevail over a unit member with less district-wide seniority.
 - 19.2.3 In the event two or more unit members have equal seniority, the unit member promoted shall be selected by lot.
- 19.3 Notice of promotional vacancies shall be posted at each work location for at least ten (10) workdays.

ARTICLE 20

DISCIPLINARY PROCEDURES

- 20.1 Discipline shall be imposed upon Bargaining Unit Members pursuant only to this Article.
- 20.2 The Disciplinary Procedure herein shall prevail over any and all District policy and/or practice pursuant to disciplinary action imposed upon a Bargaining Unit Member. The only exceptions shall be that if any law, rule, and/or regulation provides a Bargaining Unit Member subject to disciplinary action more rights and/or regulations provided herein, then such law, rule, and/or regulation shall prevail and shall be considered to be a part of this Agreement.
- 20.3 No employee can be disciplined for any incident after twenty (20) working days following the occurrence or knowledge of said incident by the employer which has not been brought to the attention of the employee either verbally or in writing. Discipline cannot be imposed for any act occurring prior to an employee becoming permanent or for any act occurring more than two years preceding the initiation of disciplinary action (CA Education Code 45113).
- 20.4 Prior to any meeting that could or would lead to disciplinary actions, the Bargaining Unit Member shall be informed in advance of the intent of said meeting and shall be given written notice at least two (2) working days of his/her right to have a representative be present at the meeting with the employee. Employees shall have the right to have a CSEA representative, including but not limited to; CSEA President, Union Steward, and/or Labor Relations Representative (“Exclusive Representative”) at any conference between the employee and the District at which employee discipline is intended to be administered. It shall be the responsibility of CSEA to secure release time for the selected representative. In the event of a schedule conflict, the District and CSEA will work together to schedule said meeting in a timely matter. This section shall not apply to suspensions resulting from charges or arrests for criminal acts for which suspension is mandated under the law.
- 20.5 Discipline shall be imposed on Bargaining Unit Members only for just cause as prescribed herein. Disciplinary action includes but is not limited to: dismissal, demotion, suspension, reduction in hours or class, transfer or reassignment without the Bargaining Unit Member’s voluntary written consent, written reprimand, or any type of derogatory material placed into a unit member’s personnel file.
- 20.5.1 One or more of the following causes shall constitute “just cause” and shall be grounds for the demotion, suspension, reduction in hours or class, transfer or reassignment without the Bargaining Unit Member’s voluntary written consent, or termination of a regular Bargaining Unit Member:
- a) Incompetence or inefficiency in the performance of the duties of his/her position.
 - b) Inability to perform assigned duties due to failure to meet or retain job qualifications.
 - c) Insubordination
 - d) Carelessness or negligence in the performance of duty or in the care of use of District property
 - e) Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public
 - f) Dishonesty

- g) Reporting for work under the influence of alcohol or a narcotic or restricted substance, addiction to the use of narcotics or a restricted substance, or use of narcotics or restricted substances while on the job.
- h) Personal conduct unbecoming an employee of the District while on duty.
- i) Engaging in political activity during assigned hours of employment.
- j) Conviction of any crime involving moral turpitude.
- k) Arrest for a sex offense as defined in Education Code Section 44010.
- l) Absence without leave or repeated tardiness.
- m) Abuse of illness leaves privileges.
- n) Knowingly falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.
- o) Persistent violation or refusal to obey safety rules and regulations made applicable to public schools by the Governing Board or by an appropriate federal, state, or local governmental agency.
- p) Offering anything of value or offering any service in exchange for special treatment in connection with the Bargaining 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.
- q) Willful or persistent violation of the Education Code or rules and regulations of the District.
- r) Any willful conduct tending to injure the public service.
- s) Abandonment of position.

20.6 Upon request of the Bargaining Unit Member, the Association Representative shall be provided with copies of any and all relevant materials related to a disciplinary action.

20.7 *Progressive Discipline*

Prior to imposing formal disciplinary action against a Bargaining Unit Member, the District shall follow the principles of progressive discipline, except in cases where the safety of District employees, students or the public might be in question, or willful violations of the law.

20.7.1 Step One – Oral Warning: Prior to any formal disciplinary action, the Unit Member shall be orally notified by his/her immediate supervisor that a deficiency in his/her job performance has been observed. The supervisor shall discuss the deficiency with the affected Unit Member at an informal meeting and suggest ways in which the Unit Member may improve his/her job performance. This meeting may be documented in a conference summary and a copy shall be provided to the unit member but will not be placed in his/her personnel file. The supervisor shall then review the Bargaining Unit Member's performance after a period of not less than twenty (20) working days from the date of the informal meeting, at which time the supervisor may proceed to Step Two (2) of this procedure if it is noted that the Bargaining Unit Member has not improved.

20.7.2 Step Two – Written Warning: If it is noted after Step One (1) herein above has been applied, that the Bargaining Unit Member has not improved in his/her job performance after a period of twenty (20) working days from the date of the informal meeting, the Bargaining Unit Member's immediate supervisor, or designee, shall prepare a written warning letter and shall send such letter to the

affected Unit Member. The warning letter shall outline those specific areas and/or incidents of the Bargaining Unit Member's deficient performance and suggestions and direction for improvement. The warning letter shall not include any incidents or deficiencies, which were not discussed at the Step One (1) level herein above. The warning letter shall not be placed into the affected Unit Member's personnel file until after ten (10) working days from the date of issuance.

20.7.3 Step Three – Letter of Reprimand: If it is noted after Step Two (2) herein above has been applied, that the Bargaining Unit Member has not improved in his/her job performance, the Bargaining Unit Member's immediate supervisor, or designee, shall prepare a written letter or reprimand and shall send such letter to the affected Unit Member. The letter of reprimand shall outline those specific areas and/or incidents of the Bargaining Unit Member's deficient performance and suggestions and direction for improvement. The letter of reprimand shall not include any incidents or deficiencies, which were not discussed at the Step One (1) level herein above. The letter of reprimand shall not be placed into the affected Unit Member's personnel file until he/she has been given ten (10) working days to respond.

20.7.4 Step Four – Suspension: If it is noted after Step Three (3) herein above has been applied, that the Bargaining Unit Member has not improved in his/her job performance, the Bargaining Unit Member's immediate supervisor, or designee, may make a recommendation to the Superintendent that the Bargaining Unit Member's deficient job performance warrants a suspension with or without pay.

20.8 ***Due Process:***

When disciplinary action involves a Bargaining Unit Member, the District must comply with certain procedural due process requirements before it may deprive the Bargaining Unit Member of his or her expected continuation of employment status. Due process mandates that the Bargaining Unit Member be accorded certain procedural rights before the discipline becomes effective. At a minimum, these pre-removal safe guards must include the following:

Notice of the proposed action:

1. The reason for the action;
2. A copy of the charges and materials upon which the charges are based;
3. How the act(s) or actions(s) do harm to the public service;
4. The right to respond, either orally or in writing, to the authority initially proposing discipline;
5. The right to representation.

20.9 When a Bargaining Unit Member is to be suspended or dismissed or is subject to any action which deprives the Bargaining Unit Member of any classification, or incident of employment or classification in which the Bargaining Unit Member has permanence (has completed probation), a notice of disciplinary action (hereinafter "notice") shall be prepared by the Superintendent and presented to the Governing Board for action, and a copy thereof shall be given to the Bargaining Unit Member and the Association President.

20.9.1 The notice shall contain the specific charges against the Bargaining Unit Member, a copy of any and all documents upon which the disciplinary action is based, the date of which the proposed disciplinary action shall be acted upon by the School Board, a

statement of his/her right to an appeal hearing, the Bargaining Unit Member's right to representation, the time within which a hearing may be requested which shall be not less than ten (10) working days after Board action and/or service of the notice to the Bargaining Unit Member, and a card or paper, the signing and filing of which shall constitute a demand for hearing. Further, the notice shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken and, if it is claimed that a Bargaining Unit Member has violated a rule or regulation of the District, such rule or regulation shall be set forth in said notice. The charges must be so clearly stated that the Bargaining Unit Member will know the exact complaint and will clearly understand what specific charges in which he/she may respond.

20.10 *Right to Appeal*

Within ten (10) working days after receiving the recommendation of the personnel action, the employee may appeal by signing and filing the card or paper included for that purpose with the recommendation. If the employee fails to file a notice of appeal within ten (10) working days, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately. The Superintendent or designee shall have the discretion to place the employee on paid Administrative Leave pending the resolution or waiver of the appeals process. Also, as defined in this Agreement, and by law, circumstances may exist where immediate suspension without pay by the Superintendent or designee is appropriate. In all other cases the employee shall remain in paid and active duty pending resolution or waiver of the appeals process.

20.10.1 If an appropriate appeal is filed by the employee, the hearing shall be conducted by an impartial arbitrator. If the parties cannot mutually agree upon a particular arbitrator, the parties shall within ten (10) working days of the Association's written notice, request a list of arbitrators from the State Mediation and Conciliation Service (SMCS) in accordance with SMCS procedures. A representative of the Association and the Board's representative shall select the arbitrator from the SMCS's list by eliminating names until one (1) remains. The determination regarding which party will strike a name first shall be determined by lot. The one (1) remaining name shall be the arbitrator. The process of striking names shall occur within ten (10) working days of receipt of the list from SMCS by both parties. Once the arbitrator has been selected, the hearing shall commence at the earliest convenience for the arbitrator and the parties.

20.10.2 Decision of the Arbitrator: Within thirty (30) days after the conclusion of the hearing, or as otherwise agreed upon between the arbitrator, the Association and the District, the arbitrator shall prepare, in writing, the Findings of Fact and Conclusions of Law that constitute the results of the hearing to the Association and the District. The decision of the arbitrator shall be binding on the parties. The cost of the arbitrator shall be divided equally between the District and the Association. However, should a cancellation fee be assessed, the party that caused the cancellation fee shall bear the full and total cost of the cancellation fee.

ARTICLE 21

EFFECT OF AGREEMENT

- 21.1 All conditions of employment and general working conditions within the scope of meeting and negotiating pursuant to Section 3543.2 of the Act in effect in the District prior to and at the time this Agreement is signed is null and void. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions, and rules or regulations concerning the matters covered herein. This Agreement shall not be interpreted or implied to provide unit members with benefits heretofore enjoyed unless expressly stated herein. The District shall meet and confer with the Association regarding any new case law/regulatory authority developed/decided during the term of the contract that is in direct conflict with its terms.
- 21.2 The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of the right and opportunity are set forth herein. Except for new contract negotiations, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 21.3 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be shall be automatically deleted from this Agreement, to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause. In no event of invalidation of any Article or Section of the 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 for such Article or Section.
- 21.4 There shall be two (2) signed copies of the final Agreement for record keeping purposes. One shall be retained by the District and one by the Exclusive Representative.

ARTICLE 22

TERM OF AGREEMENT

22.1 The existing term of the contract is effective from July 1, 2022 through June 30, 2025.

22.2 Completion of Negotiations

22.2.1 This agreement closes all negotiations between the District and CSEA for the 2022-2023 school year.

21.2.2 Annual re-openers for the 2023-2024, and 2024-25 school years shall be Wages (Article 7), Benefits (Article 11), and up to two additional articles identified by each party.

21.2.3 Reopeners during the 2023-2024 and 2024-2025 school years will also include discussion, analysis, and negotiation of potential reclassification of positions in all job families except Student Transportation, with job families for each year as follows:

2023-2024: Administrative Support, Financial Support, Technology, Custodial Service, Nutrition Support, Campus Safety Specialist, and Residency Officer.

2024-2025: Instructional Services-Curriculum and Instruction

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective on the year and date set forth hereinabove.

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, and its Chapter 441

GOVERNING BOARD OF THE
MOUNTAIN EMPIRE UNIFIED
SCHOOL DISTRICT

By:

By:

Jennifer Platt
CSEA President

Patrick Keeley
Superintendent

Cindy Swanguen

Gary Hobelman
Asst. Superintendent, Business Services

Maureen Marino

Linda Broersma

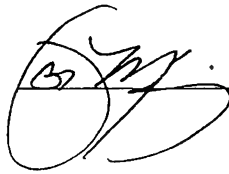
Joni Collins
CSEA Labor Relations Representative

Signed on ~~October 10, 2022~~ April 25, 2024

Board approved: 05/14/2024

For the Successor Contract 2025-2028 CSEA and the District agree to review salary ranges pursuant to Article 22 for the following job families: Administrative Support, Financial Support, Technology, Custodial Service, Nutrition Support, Campus Safety Specialist, Residency Officer, Parent Community Liaison and Instructional Services-Curriculum and Instruction.


FOR THE DISTRICT:


 4/25/24

Harry Hobelmann 4/25/24

Board Approved
Date 05/14/2024

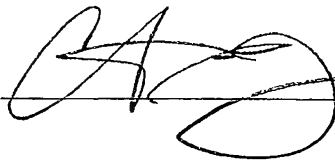
FOR CSEA:

 LRR
4/25/24

 4/25/24

Maureen Marino 4/25/24

Yvonne Grover 4/25/24

 4/25/24

**Mountain Empire Unified School District
Classified Career Paths**

Range	Administration & Support	Trades and Services	Technology	Instructional Support
130				Occupational Therapist
124		Heavy Duty Mechanic-Lead		
123				Speech/Language Pathology Assistant (SLPA)
122				
121		Heavy Duty Mechanic		ECE Lead Teacher-Head Start
120	Accounting Specialist	Bus Driver-Lead		
119	Registrar	Bus Driver	Technology Specialist	Family Services Advocate
118		Maintenance Specialist-Lead		ECE Lead Teacher-Toddler Program (CCTR)
				ECE Lead Teacher-PreSchool
117	Administrative Secretary-District			Media Services Coordinator
	Administrative Secretary-Site			
116	Accounting Analyst	Lead Custodian and Receiving	Computer Support Technician	ECE Associate Teacher
				ECE Associate-Toddler Program (CCTR)
	Residency Specialist			Certified Occupational Therapist Assistant
115		Van Driver		
		Maintenance Specialist		
114	Parent & Community Liaison-Bilingual	Lead Cook		Library Media Technician
		Grounds & Landscape		ECE Assistant
				ECE Assistant-Toddler Prgram (CCTR)
113	Accounting Assistant		Instructional Computer Assistant	SECA
				Campus Safety Specialist MEHS MEJHS
				Program Coordinator
112	Office Specialist	Day Utility Worker		
111		Nutritional Prep Specialist		Health Services Assistant
110	Office Assistant	Site Custodian		Paraeducator
		Delivery Driver		
109				
108		Nutritional Services Worker		

Mountain Empire Unified School District

BILINGUAL STIPEND APPLICATION

CLASSIFIED EMPLOYEES

NAME: _____ DATE: _____

Current Position: _____ Location: _____

Language (other than English): _____

In accordance with Article 7.17.1 of the CSEA Chapter #441 "The District agrees to pay a bilingual stipend equivalent to five percent (5%) of annual salary to classified employees deemed by the District to require, as part of their day-to-day duties, significant use of a language other than English"; and Article 7.17.2 "The determination of which applicants are to be awarded stipends will be made by the District, based on the District's determination of the needs of a particular school/department and the anticipated degree of use of the non-English language". I hereby apply for a bilingual stipend: _____

In the box provided, please explain your reason for this request and how your bilingual ability will be used:

[Empty box for explanation]

Signature of Employee _____

Principal/Supervisor Justification:

[Empty box for justification]

I recommend this employee receive the bilingual stipend Yes No

Signature of Principal/Supervisor _____ Date: _____

Article 7.17.3: Classified employees receiving a bilingual stipend shall continue to receive it until either: 1) the end of the school year in which the stipend is awarded; or 2) the employee's assignment/bus route changes. Classified employees receiving a bilingual stipend may reapply for a bilingual stipend for the following school year or subsequent assignment/bus route.

FOR DISTRICT OFFICE USE

Passed Bilingual Assessment and Date: _____

Approved _____ Not Approved _____

Superintendent _____

Date: _____

Mountain Empire Unified School District

MEDICAL STIPEND APPLICATION

CLASSIFIED EMPLOYEES

Name: _____

Date: _____

Current Position: _____

Location: _____

In accordance with Article 7.18.1 of the CSEA Chapter #441 "The District agrees to pay a "Medical Support" stipend for Special Education Classroom Assistant (SECA) classified employees who have received training and actively providing, or on-call to provide, medical support to a student under a medical provider's orders (e.g., doctor, physician's assistant, nurse practitioner) orders. The duties to be eligible for the stipend include but are not limited to: tube feeding, oral and tracheal suctioning, catheterization and changing colostomy bags, and administration of emergency seizure medication. The stipend will be five percent (5%). The stipend for SECA's who are actively providing these medical supports shall be ten percent (10%). (See Article 7.18.1 for definition of "actively providing")

In the box provided, please explain your reason for this request and how your abilities will be used:

I hereby apply for a medical stipend: _____

Signature of Employee: _____

Principal/Supervisor Justification:

I recommend this employee receive the medical stipend Yes _____ No _____

Signature of Principal/Supervisor: _____ Date: _____

This stipend will be paid on a monthly basis for each month in which the employee provides or is on-call to provide these services.

FOR DISTRICT OFFICE USE

Approved _____ Not Approved _____

Superintendent: _____ Date: _____

EMPLOYEE _____ SITE/DEPARTMENT _____

JOB TITLE _____ Permanent _____ Probationary _____
 If unscheduled report, check here _____ Due Date: ___/___/___

Checks in Column E must be explained in Section E. SECTION A: _____ SECTION B: Record job strengths and superior performance.

GENERAL SKILLS	OUTSTANDING	EXCEEDS STANDARDS	COMPETENT	NEEDS TO IMPROVE	UNSATISFACTORY	DOES NOT APPLY
1 Complies with policies, regulations and procedures						
2 Maintains a good attendance record						
3 Observes time/ work schedules						
4 Presents an appropriate appearance						
5 Maintains confidentiality						
6 Uses ,materials/ equipment safely and economically						
7 Plans, organizes, and prioritizes work effectively;						
8 Relates respectfully and courteously to students						
9 Responds to needs of the community / parents in a professional manner						
10 Works courteously and relates effectively with fellow employees						
11 Exhibits ability to work independently						
12 Accepts change and demonstrates flexibility						
13 Completes satisfactory volume of quality work within a reasonable time frame						
14 Demonstrates ability to make independent judgments						
15 Willingly accepts suggestions/ directions						
16 Show interest in self-improvement						
17 Understands department / school objectives and works to achieve them						
18 Keeps lines of communication open between self and supervisor						

SECTION C: Record progress achieved in attaining previously set goals for improved work performance for personal or job qualifications.

SECTION D: Record specific goals or improvement programs to be undertaken during next evaluation period.

SECTION E: Explain (x) in Column E by recording specific work performance deficiencies etc.

Summary Evaluation: Overall Performance
 Outstanding _____ Competent/meets Standards _____
 Needs to improve _____ Unsatisfactory _____

If probationary: I do I do not recommend this employee be granted permanent status.

Rater's Signature _____ (Title) _____ Date _____

Reviewer's Signature _____ (Title) _____ Date _____

Instructional Aide

	OUTSTANDING	EXCEEDS STANDARDS	COMPETENT	NEEDS TO IMPROVE	UNSATISFACTORY	DOES NOT APPLY
1 Demonstrates ability to present lessons effectively under the direction of the teacher						
2 As a part of the instructional process, demonstrates ability to correct and score papers with accuracy						
3 Demonstrates ability to effectively manage behavior and positively assist children						
4 Demonstrates competence in standard written and oral language						
5 Assists in keeping classroom / work area neat and orderly						

Employee Comment: _____

EMPLOYEE: I certify this report has been discussed with me. I understand my signature does not necessarily indicate agreement.

Employee signature: _____ Date: _____

Mountain Empire Unified School District
PROFESSIONAL GROWTH COURSES

Employee Name

Site

Certificated

Date Submitted

Classified

Course Title: _____ Course Date _____

University, College, or Program: _____

Justification: _____

Semester Units: _____ Hours: _____ Approved: _____ Disapproved: _____

Course Title: _____ Course Date _____

University, College, or Program: _____

Justification: _____

Semester Units: _____ Hours: _____ Approved: _____ Disapproved: _____

Course Title: _____ Course Date _____

University, College, or Program: _____

Justification: _____

Semester Units: _____ Hours: _____ Approved: _____ Disapproved: _____

Total Units/Hours Approved: _____

Principal/Director/Supervisor

Date

Superintendent

Date

APPROVED COURSES FOR PROFESSIONAL GROWTH PROGRAM CREDIT
CSEA- MEUSD
EFFECTIVE FEBRUARY 1995
(Revised 3/9/95)

CLERICAL: (Secretaries, clerks)

Business Correspondence
Introduction to Child Psychology
Bookkeeping and Accounting
Business Machines
Typing
Computers/Software Application
Business English
Filing
Office Management
Conversational-Spanish
Business Communication/Techniques
Human Relations in Business
Spelling and Vocabulary
Business Math
Secretarial Office Procedures
Ergonomics

CUSTODIAL: (Custodians)

Building & Maintenance
Introduction to Child Psychology
Chemical Safety

GROUNDS: (Grounds person)

Agriculture/Landscaping
Gardening Maintenance
Safety
Blueprint Reading
Pest Control
Soil Conditions
Weed Control
Chemical Safety
Entomology
Horticulture

MAINTENANCE:

Equipment Operation
Building Maintenance
Machine Shop
Auto/Diesel Mechanics
General Metal Working
Welding
Floor Covering
Fire Science
Asbestos Safety
Chemical Safety

TRANSPORTATION: (Bus/Van Drivers)

Defensive Driving/Safety
Conversational Spanish

FOOD SERVICES: (Food Service)

Sanitation and Safety
Cost-Control
Nutrition
Menu Planning
Food Purchasing
Quality Food Preparation
Introduction to Child Psychology
Business Math
Food Production Management

HEALTH. AIDE:

Health Aide
Child Development
Child, Family and Community
Typing/Computers
Language Development
Mathematics
Elementary Spanish
Oral Communications
English
Drug Education

PARAEDUCATOR:

Child Development
Elementary Spanish
Oral Communication
Typing/Computers
Instructional Aide
Language. Development

GENERAL : Open to all Job
classifications:

First Aid/CPR
Drug Prevention and Education
Assertive Discipline
Back-injury Prevention
Fire Extinguisher Training
Accident Prevention
Multicultural Education
Child Abuse Prevention
Blood Borne Pathogens
Beginning Computer Applications

MOUNTAIN EMPIRE UNIFIED SCHOOL DISTRICT

CSEA VACATION ACCRUAL								
Actual Years Employed								
Hours	Days	Months		6 Mos- 4 Yrs	5 Yrs - 9 Yrs	10 Yrs - 14 Yrs	15 Yrs - 19 Yrs	20 Yrs +
Per Day	Per Year	Per Year		0.04615	0.05769	0.0693	0.07692	0.084616
8.00	260	12.0		96.0	120.0	144.1	160.0	176.0
7.75	260	12.0		93.0	116.2	139.6	155.0	170.5
7.50	260	12.0		90.0	112.5	135.1	150.0	165.0
7.25	260	12.0		87.0	108.7	130.6	145.0	159.5
7.00	260	12.0		84.0	105.0	126.1	140.0	154.0
6.75	260	12.0	H	81.0	101.2	121.6	135.0	148.5
6.50	260	12.0	O	78.0	97.5	117.1	130.0	143.0
6.25	260	12.0	U	75.0	93.7	112.6	125.0	137.5
6.00	260	12.0	R	72.0	90.0	108.1	120.0	132.0
			S					
8.00	240	11.0	O	88.6	110.8	133.1	147.7	162.5
7.75	240	11.0	F	85.8	107.3	128.9	143.1	157.4
7.50	240	11.0		83.1	103.8	124.7	138.5	152.3
7.25	240	11.0	V	80.3	100.4	120.6	133.8	147.2
7.00	240	11.0	A	77.5	96.9	116.4	129.2	142.2
6.75	240	11.0	C	74.8	93.5	112.3	124.6	137.1
6.50	240	11.0	A	72.0	90.0	108.1	120.0	132.0
6.25	240	11.0	T	69.2	86.5	104.0	115.4	126.9
6.00	240	11.0	I	66.5	83.1	99.8	110.8	121.8
			O					
8.00	230	10.5		84.9	106.1	127.5	141.5	155.7
7.75	230	10.5	E	82.3	102.8	123.5	137.1	150.8
7.50	230	10.5	A	79.6	99.5	119.5	132.7	146.0
7.25	230	10.5	R	77.0	96.2	115.6	128.3	141.1
7.00	230	10.5	N	74.3	92.9	111.6	123.8	136.2
6.75	230	10.5	E	71.6	89.6	107.6	119.4	131.4
6.50	230	10.5	D	69.0	86.2	103.6	115.0	126.5
6.25	230	10.5		66.3	82.9	99.6	110.6	121.6
6.00	230	10.5	P	63.7	79.6	95.6	106.1	116.8
			E					
8.00	220	10.0		81.2	101.5	122.0	135.4	148.9
7.75	220	10.0	Y	78.7	98.4	118.2	131.1	144.3
7.50	220	10.0	E	76.1	95.2	114.3	126.9	139.6
7.25	220	10.0	A	73.6	92.0	110.5	122.7	135.0
7.00	220	10.0	R	71.1	88.8	106.7	118.5	130.3
6.75	220	10.0		68.5	85.7	102.9	114.2	125.7
6.50	220	10.0		66.0	82.5	99.1	110.0	121.0
6.25	220	10.0		63.5	79.3	95.3	105.8	116.3
6.00	220	10.0		60.9	76.2	91.5	101.5	111.7
hours	X	days		X .04615	X .05769	X .0693	X .07692	X .084616

CLASSIFIED EMPLOYEE GRIEVANCE FORM

Name of Employee:

Site/Department:

Job Assignment:

Date:

Statement of the Grievance:

Specific section of the contract alleged to have been violated, misinterpreted or misapplied:

Statement of the remedy desired:

If you wish to be represented, please indicate name of designated representative:

Signature of Aggrieved

Date received by Principal or Supervisor: _____

**MOUNTAIN EMPIRE UNIFIED SCHOOL DISTRICT AND CSEA
DONATION OF CATASTROPHIC LEAVE FORM
(Article 12 LEAVES of the Negotiated Agreement)**

CSEA Bargaining Unit Members, upon written notice to the District, during the annual enrollment period, may donate accrued sick leave credits and become a member of the "Catastrophic Leave Bank" for use by any classified leave bank member who has suffered a "catastrophic illness or injury" issue as defined in Article 12 and who has exhausted all other fully paid leave. Employees may donate eligible leave credits at a minimum of one day per year, during open enrollment. All transfers of eligible leave credits shall be irrevocable.

A "catastrophic illness or injury" means a non-occupational, physical illness or injury that is expected incapacitate the employee for an extended period of time, and taking extended time off work creates financial hardship for employee because he or she has exhausted all of his or her fully paid sick leave. The District may require verification of any claimed catastrophic illness or injury. The Association will coordinate the program in such a manner that confidentiality between participants will be maintained upon request, and feelings of obligation minimized. The Association agrees to indemnify and hold harmless the District from any loss or damages resulting from the program.

AUTHORIZATION

I, _____, a classified employee of the Mountain Empire Unified School District, hereby donates from my accumulated sick leave balance the sum of _____ day(s) to the "Catastrophic Leave Bank".

This authorization directs the Mountain Empire Unified School District to transfer the above time from my accumulated balance and affirms that I have read the procedures that appear at the top of this form and Article 12 within the negotiated agreement.

Employee's Name (Print)

Employee I.D. #

Employee's Signature

Date

Payroll/Personnel

Date

APPLICATION FOR CATASTROPHIC LEAVE BENEFITS

Confidential

A "catastrophic illness or injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time or employee's member of the immediate family which includes a spouse, natural child, adopted child, mother, father, or any immediate family member living in the employee's household who has suffered a catastrophic illness or injury which requires the employee to take time off work for an extended period of time to care for that immediate family member, and who has exhausted all other paid leave including vacation. The District may require verification of any claimed catastrophic illness or injury. The unit member must have donated a minimum of the equivalent of one work day of sick leave during the open enrollment period for the catastrophic leave program year in which the absence resulting in unit member's request for catastrophic leave first began.

I formally request that the Catastrophic Leave Committee (CLC) review the following information for acceptance of "Catastrophic Leave" benefits. I have attached all needed documentation which may include but is not limited to a doctor's verification of illness and declaration of compliance with the requirements for these benefits.

Name: _____ Date of Initial Employment: _____

Work Site: _____ Position: _____

Doctor's Name/Address/Phone:

Signature of Applicant

Date

For Office Use Only

Date Received: _____

CLC Meeting Date: _____

Approved _____

Denied _____

Notes:

Mountain Empire Unified School District

**AUTHORIZATION
FOR RELEASE OF PERSONNEL RECORDS**

TO: Mountain Empire Unified School District
Human Resources

I, _____, hereby authorize and give permission
(Employee Name)

to _____ to review and to copy any and all documents
(Labor Representative)

and records in my personnel file.

Date: _____
(Employee Signature)

Print:

Employee Name: _____

Job Title: _____

Department/Site: _____

MEMORANDUM OF UNDERSTANDINGS

“MOU”

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
CHAPTER # 441

Memorandum of Understanding

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Mountain Empire Unified School District (hereinafter, "District") and the California School Employees Association and its Mountain Empire Chapter #441 (hereinafter, "Union")

LONGEVITY IMPACTS AND EFFECTS

- Per the Tentative Agreement dated March 27, 2015 between the Mountain Empire Unified School District and CSEA and its Chapter 441, the longevity steps contained within CBA Article 7.9 are now included in the Classified Salary Schedule approved April 28, 2015 (attached). In accordance with said agreement and the attached salary schedule the parties agree to the following:
 - The parties agree to remove the following Longevity provisions from the Collective Bargaining Agreement:
 - 7.9.7 At the completion of sixteen (16) years of continuous service with the District, the unit member shall receive an additional 14.87% above Step 7 of the salary schedule.
 - 7.9.8 At the completion of seventeen (17) years of continuous service with the District, the unit member shall receive an additional 17.17% above Step 7 of the salary schedule.
 - 7.9.9 At the completion of eighteen (18) years of continuous service with the District, the unit member shall receive an additional 19.51% above Step 7 of the salary schedule.
 - 7.9.10 At the completion of nineteen (19) years of continuous service with the District, the unit member shall receive an additional 21.90% above Step 7 of the salary schedule.
 - 7.9.11 At the completion of twenty (20) years of continuous service with the District, the unit member shall receive an additional 24.34% above Step 7 of the salary schedule.
 - 7.9.12 At the completion of twenty-one (21) years of continuous service with the District, the unit member shall receive an additional 26.82% above Step 7 of the salary schedule.
 - The parties agree to include this MOU in the CBA Appendix entitled "Memorandums of Understanding".

Signed this 7th day of December 2016.

CSEA

Sheryl A. Bush
Zari Dantes 12/1/16
Wendy Brown 12-7-16

DISTRICT

Kathy Strong

Memorandum of Understanding By and Between
California School Employees Association (CSEA) and its Chapter 443
And the Mountain Empire Unified School District
Video Monitoring Guidelines

August 10, 2016

1. All school site staff will receive formal notice that surveillance cameras may be monitored when necessary by site Campus Supervisors of student activities.
2. Video monitoring will only occur on an as needed basis. Live video monitoring is not intended to be used continuously or to replace live supervision.
3. If a Campus Supervisor needs access to cameras they will request use from Administration prior to viewing the cameras.
4. A login in book will be used to record when a Campus Supervisor is viewing on the cameras. No students will be allowed to be present while cameras are being monitored. Other bargaining unit staff members will not be allowed to monitor without authorization of an Administrator. Campus Supervisors will still be primarily stationed at their post as being visible is best for student and staff safety.
5. Supervisory staff may be asked to view the cameras daily and possibly monitor student activities when it becomes necessary. Transmissions may also be monitored by Administration delegated unit members or site Administration.
6. Affected unit members will be provided with training for appropriate use of camera viewing.
7. CSEA/ MEUSD Collective Bargaining Agreement will be adhered to with regard Recording/Monitoring.
Article 6 Section 6.9
8. The District shall not engage in any tape/video recordings of bargaining unit members' meetings or employee conferences without prior notice and agreement of all parties in attendance, nor shall any employee engage in any tape/video recordings of meeting with the District staff/administration without prior notice and agreement of all parties in attendance. No District site shall install video or cameras or other such surveillance equipment for the sole purpose of monitoring employee actions in order to enact discipline. Any District installed surveillance equipment shall be conspicuously located and employees may request from their site administration a listing of camera locations for their site. The CSEA President will be notified of any new cameras installed throughout the year. Monitoring of District computers implemented to enforce the District's current internet use policy is allowed, however if the District introduces new technology with enhanced surveillance capability, the impacts and effects of the new technology will be negotiated with the Association. District employees assigned to monitor the surveillance cameras will be informed about provisions of this section and educated about acceptable uses of the equipment.

April 12, 2019

MEMORANDUM OF UNDERSTANDING
Between the Mountain Empire Unified School District
and
The California School Employees Association, Chapter 441

Regarding AB 1808 Professional Development Funds:

The parties have reached the following agreement with regard to Professional Development Funds for Classified Employees which is part of the Education Omnibus Trailer Bill, AB 1808.

- 1) The District will expend funds received under the Professional Development Program for any purpose described in Education Code 45391, with the first priority being school safety as set forth in Education Code 32280.
- 2) The District will consider trainings specific to the job classes including the trainings provided by CSEA. Consistent with Article 7.8.2 of the collective bargaining agreement, up to three (3) representatives from the District and up to three (3) representatives from CSEA will meet to review staff development options.
- 3) No costs of training are to be borne by classified school employees.
- 4) Consistent with Article 7.7 of the collective bargaining agreement, the District shall reimburse classified school employees for mileage at the IRS rate and for travel expenses according to applicable District Policy.
- 5) Attendance at trainings may be mandated by the District, and attendance may be taken at both the start and the end of the training.

Regarding Attendance Incentive:

As an incentive for better attendance, the District will provide a stipend for perfect attendance, only one absence, or only two absences. Absences for this section of the contract are defined as full or partial days missed from work for which the employee is paid out of their accumulated sick leave (sick time or personal necessity time). One (1) day is defined as the hours equal to the employee's regularly contracted work hours per day.

- 1) For perfect attendance (no use of sick/personal necessity time in a school year) the District will provide the classified employee with a stipend of \$300.
- 2) For using up to one (1) day of accumulated paid sick/personal necessity leave the District will provide the classified employee with a stipend of \$200.
- 3) For using between one (1) and two (2) days of accumulated paid sick/personal necessity leave the District will provide the classified employee with a stipend of \$100.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
CHAPTER # 441

Memorandum of Understanding
(AB 119)

This Memorandum of Understanding (hereinafter "MOU") is entered into by and between the Mountain Empire Unified District (hereinafter, "District") and the California School Employees Association and its Chapter #441 (hereinafter, "CSEA")

1. DISTRICT NOTICE TO CSEA OF NEW HIRES

- a. CSEA shall receive not less than ten (10) days' notice in advance of orientation, except that a shorter notice may be provided in specific instances where there is an urgent need critical to District operations that were not reasonably foreseeable.
- b. The Chapter President or designee shall have the right to attend all new employee orientation meetings. The CSEA Labor Relations Representative may also attend.

2. EMPLOYEE INFORMATION

- a. "Newly Hired Employee" or "New Hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employees' employee status changed as such that the employee was placed in the CSEA unit.
- b. The District shall provide CSEA with contact information on the new hires. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service. This contact information shall include the following items, with each field in its own column:
 - i. First Name;
 - ii. Middle Initial;
 - iii. Last Name;
 - iv. Suffix (e.g. Jr., III);
 - v. Job Title / Classification;
 - vi. Department;
 - vii. Primary Worksite Name;
 - viii. Work Telephone Number;
 - ix. Home Street Address (Incl. Apartment #);
 - x. City;
 - xi. State;
 - xii. ZIP Code (5 or 9 Digits);
 - xiii. Home Telephone Number (10 Digits);

- xiv. Personal Cellular Telephone Number (10 Digits);
- xv. Personal Email Address of the Employee
- xvi. Employee ID;
- xvii. Hire Date;

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

- a. Periodic Update of Contact Information: The District shall also provide CSEA with a list of all bargaining unit member's names and contact information above on the last working day of September, January, and May. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service. This contact information shall include the following items, with each field in its own column:
 - i. First Name;
 - ii. Middle Initial;
 - iii. Last Name;
 - iv. Suffix (e.g. Jr., III);
 - v. Job Title / Classification;
 - vi. Department;
 - vii. Primary Worksite Name;
 - viii. Work Telephone Number;
 - ix. Home Street Address (Incl. Apartment #);
 - x. City;
 - xi. State;
 - xii. ZIP Code (5 or 9 Digits);
 - xiii. Home Telephone Number (10 Digits);
 - xiv. Personal Cellular Telephone Number (10 Digits);
 - xv. Personal Email Address of the Employee;
 - xvi. Employee ID;
 - xvii. Hire Date;

3. NEW EMPLOYEE ON-BOARDING

The District shall include the CSEA membership application in any employee orientation packet of District materials provided to any newly hired employee. The District shall provide a copy of completed membership applications to the CSEA President or designee. CSEA shall provide copies of all CSEA literature/membership applications to be included in the orientation packet to the District.

4. GRIEVANCE PROCEDURE

a. Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement, except as follows:

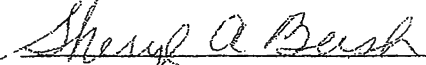
i. Only CSEA can grieve this agreement.

5. DURATION

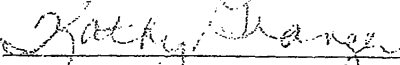
a. This agreement shall become effective July 1, 2017, and shall continue in effect up to and including June 30, 2020, and renew automatically if not reopened in writing by either party prior to renewal.

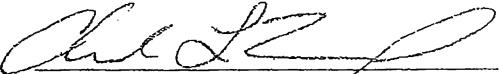
Signed this 18th day of January 2018.

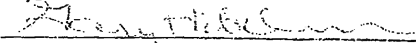
CSEA

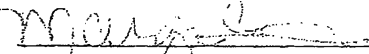

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