

# **AGREEMENT**

*By and Between*

**MARK WEST UNION SCHOOL DISTRICT**

*and*

**CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION  
MARK WEST CHAPTER NO. 570**

November 1, 2015 – October 31, 2018

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## ***ARTICLE I***

### **RECOGNITION**

The Mark West Union School District, a public school employer; hereinafter referred to as "District" recognizes the California School Employees Association and its Mark West Chapter No. 570, hereinafter referred to as "Association" as the exclusive bargaining representative of the District's classified employees in accordance with Chapter 10.7 of the Government Code.

Account Technician I  
Accounts Payable Technician  
Bus Driver  
Campus Supervisor  
Charter Attendance Clerk  
Computer Technician  
Crossing Guard  
Custodian  
Data Entry Clerk  
Field Trip Coordinator  
Food Service Cashier  
Food Service Worker  
Groundskeeper/Maintenance  
Head Bus Driver  
Head Custodian  
Health Care Assistant  
Lead Head Custodian  
Mail/Supply Carrier  
Paraeducator  
Paraeducator – Computer  
Paraeducator – ELL I  
Paraeducator – ELL II  
Paraeducator – Full Inclusion/TSA  
Paraeducator – Library  
Paraeducator – RSP  
Paraeducator - SDC  
Personnel/Business Technician  
Receptionist  
School Office Assistant  
School Office Manager  
Technology/Resource Technician

## *ARTICLE II*

### **MANAGEMENT RIGHTS AND DISTRICT POWERS**

It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in, but not limited to those duties and powers are the right to direct the work of its employees, determine the method, means and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue. In addition, the District retains the right to hire, assign, evaluate, promote, terminate and discipline employees except as otherwise modified by this Agreement.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then, only to the extent such specific and express terms are in conformance with the laws of the State of California.

The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.

***ARTICLE III***

**EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures.

***ARTICLE IV***

**SAVINGS PROVISIONS**

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

***ARTICLE V***

**GRIEVANCE/ARBITRATION**

1. Definitions:

a. A "Grievance" is a claim by one or more employees, or the Association, that they, or it, have been directly and adversely affected by a misinterpretation, misapplication, or violations of a provision of this Agreement.

b. A "day" is any day in which the central administrative offices of the District are open for business.

c. The "immediate supervisor" is the lowest level administrator or supervisor having immediate jurisdiction over the grievant.

d. The failure of the employee or Association to act on any grievance within the prescribed time limit will act as a bar to any further appeal.

e. Management's failure to give a decision within the time limit shall permit the grievant to proceed to the next step.

2. Purpose:

The purpose of the procedure is to attempt to secure equitable solutions to grievances. The grievant and immediate supervisor should attempt to resolve the grievance at the informal level.

3. Grievance/Arbitration Procedure:

a. Informal Level:

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor within ten (10) days of the occurrence of the alleged grievance or within ten (10) days of the time the grievant could reasonably have known of the occurrence. The occurrence of the alleged grievance is defined a knowledge by the grievant that he/she has been or will be in the future adversely affected by action taken or to be taken by the District (Board, Superintendent, Principal, Site Administrator). It is not necessary that the adverse action occur that gives rise to the grievance but the knowledge by the grievant in the future shall be sufficient reason to file a grievance. A verbal decision shall be rendered in five (5) days after the conclusion of the conference.

Formal Level:

(1) Level One: If the aggrieved unit member is not satisfied with the disposition of the grievance at the informal level, he/she may, within ten (10) days after receiving the decision at the informal level, file the grievance in writing, on the appropriate form, with his/her immediate supervisor. The grievant must on said form provide a clear, concise statement of the alleged

grievance citing the specific section of this Agreement upon which the grievance is based, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. Within ten (10) days after receiving the grievance, the supervisor shall render a decision in writing to the grievant. Within the above time limit, either party, the grievant or the immediate supervisor shall have the right to a personal conference.

(2) Level Two: In the event the grievant is not satisfied with the decision at Level One, he/she may appeal the decision by submitting a statement on the appropriate form to the Superintendent within ten (10) days after receipt of the decision at Level One. This statement shall include a copy of the original grievance on appeal, the decision rendered, and a clear, concise statement of reason for the appeal. The Superintendent shall communicate his/her decision within (10) days after receiving the appeal. Within the above time limit, either party, the grievant or the Superintendent, shall have the right to a personal conference. If the Superintendent does not respond within the time limits, the grievant may appeal to the next level.

(3) Level Three: In the event the grievant is not satisfied with the decision at Level Two, the grievant may within ten (10) days appeal to Level Three by serving notice on District of his/her intention to continue the grievance. This Level will provide mediation to assist in resolving the grievance. A state mediator or other representative from the State Mediation and Conciliation Service shall be used at no cost to either party.

(4) Level Four: In the event the grievant is not satisfied with the resolution of the grievance at Level Three, he/she may appeal the decision by submitting a statement on the appropriate form to the Board of Trustees within ten (10) days after the mediation session. This statement shall include a copy of the original grievance and appeals, the decisions rendered, and a clear, concise statement of the reason for the appeal. The Board at this point shall notify the



grievant that he/she may proceed to Level Five or be given the opportunity to appear before the Board no later than the Board's second regular meeting after the appeal has been filed. The Board's decision shall be rendered within ten (10) days after the hearing of the appeal. The Board's decision shall be rendered in writing.

(5) Level Five: If the aggrieved unit member is not satisfied with the disposition of his/her grievance at Level Four, or if no written decision has been rendered within ten (10) days after the Board meeting at which the appeal is heard, he/she may, within ten (10) days, with the concurrence of the Association, request arbitration of the dispute. The request shall be in writing and be addressed to the Superintendent and shall contain the same information as set forth in Level Four above.

(a) The impartial arbitrator shall be selected jointly by the Association and the District within ten (10) days of receipt of the written request. In the event that the parties cannot agree, the State Mediation and Conciliation Service shall be requested to supply a panel of five (5) names. Alternate names shall be stricken until only one name remains. The party to strike first shall be chosen by lot.

(b) The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be borne by the losing party. If the arbitrator's award does not clearly favor either party, the arbitrator shall specify the portion of arbitration costs to be borne by each party as part of the award. All other expenses shall be borne by the party incurring such expenses.

(c) The arbitrator shall have no authority to add to, delete, or alter any provisions of the Agreement, but shall limit his/her decision to the application and interpretation of

its provision. Any financial reimbursement recommended by the arbitrator shall be based on the terms of this Agreement.

(d) The arbitrator shall rule upon the arbitrability of issues before hearing the merits of the issues.

(e) After hearing the evidence, the arbitrator shall submit his/her findings, and render a final binding decision on the grievance, unless modified or overruled by a court of competent jurisdiction.

4. Rights of Employees In the Bargaining Unit to Representation:

a. An employee may be represented by the Association or may present grievances and have such grievances adjusted without the intervention of the Association provided the adjustment is reached prior to arbitration and is not inconsistent with the terms of this Agreement. The District shall not agree to resolution of a grievance at any level until ten (10) days after the Association has received a copy of the grievance and the proposed resolution. The Association may file a response to the proposed grievance resolution within a ten (10) day period.

b. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon notice to his/her principal or immediate supervisor, be released without loss of pay in order to permit participation in the foregoing activities.

5. Miscellaneous:

a. If a grievance arises from action or inaction on the part of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level Two.

b. Decisions rendered at formal Levels One through Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties at that Level and to the President of the Association.

c. Time limits for appeal provided in each level shall begin the day following a receipt of a written decision by the grievant.

d. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants. Support documents originally contained in personnel files will be returned to the files unless eliminated by the grievance procedure.

## ***ARTICLE VI***

### **AGENCY SHOP**

1. Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues, initiation fees and general assessments in the Association. Such authorization shall continue in effect from year to year.

2. Any unit member who is not a member of the Association or who does not make application for membership within thirty (30) days from date of commencement of duties, shall become a member of the Association or pay to the Association a fee as set by the Association, payable to the Association; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph 1 of this Article. In the event that a unit member shall not pay such fees directly to the Association, CSEA shall so notify the District and the District shall deduct from the salary of such unit member the dues or service fees.

3. No unit member who cannot join or support an employee organization because of religious convictions or beliefs shall be required to join or support the employee organization by union security provisions of this contract. Those provisions will be satisfied if that unit member pays to a charity consistent with his/her belief, which is not a religious organization or a labor organization, a sum equal to initiation fees and periodic dues uniformly required to acquire and retain membership in the employee organization. The organization may require evidence that such payments have been made.

4. The Association agrees to furnish any information needed by the Board to fulfill the provisions of this Article. The District shall notify the CSEA Chapter President within two weeks upon the hiring or termination of any position in the bargaining unit.

5. The District's sole obligation under this Article shall be to take the deductions authorized. The District shall have no obligation to terminate or discipline any employee under this Article.

6. The CSEA and Chapter No. 570 shall indemnify and hold the District harmless from any and all claims, demands or suits arising from the organizational security provisions contained herein.

## ***ARTICLE VII***

### **LONGEVITY**

1. The District will pay to each covered unit member an additional sum over and above that unit member's regular rate of pay in recognition of the Employee's longevity with the District which shall be calculated from the employee's original date of hire. Such sum shall be as follows:

- a. 11th through 15th year = Additional 5%
- b. 16th through 20th year = Additional 5%

- c. 21st through 25th year = Additional 5%
- d. 26th year and beyond = Additional 5%

## ***ARTICLE VIII***

### **SAFETY CONDITIONS**

The District shall conform to and comply with all health, safety, and sanitation requirements made mandatory by State or Federal law.

## ***ARTICLE IX***

### **TRANSFER & PROMOTION**

1. Employee Initiated Lateral Transfer
  - a. When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to employees within the same classification in the District. An employee may apply for transfer to that position by filing a written notice with the District Office.
  - b. All vacancies shall be posted by the District for not less than seven (7) working days at all work locations. A copy shall also be provided to CSEA.
  - c. If only one employee files for the transfer, they shall be granted the transfer. If two or more employees file for the transfer, the District shall make the selection. If no District employee files for the transfer, it shall then be open for promotional opportunity.
2. District Initiated Transfer
  - a. District initiated employee transfers may become necessary to meet the overall operational and administrative requirements of the District.

b. An administrative transfer may be made for personal or employee relations purposes by mutual consent of the employee, the District and CSEA.

c. No District initiated transfer shall be arbitrary, capricious, or discriminatory.

d. The employee to be transferred shall be given ten (10) working days advance notice and a reason(s) for impending transfer. At the employee's request, the reason shall be put in writing.

e. A District initiated transfer shall not result in the loss of compensation, seniority or any health and welfare benefits for the employee.

### 3. Promotion

a. When a new position is created or an existing position becomes vacant and when the transfer section of this Article has been complied with, the District shall open the position to employees of the District as well as those outside of the District. An employee may apply for the promotion by filing a written notice with the Superintendent.

b. All vacancies shall be posted for not less than seven (7) working days at all work locations. A copy shall also be provided to CSEA.

c. All unit members who meet the minimum qualifications for the vacant position shall be granted an interview.

d. The District shall select the candidate who it deems best meets the needs of the District.

e. If an employee files for a promotional opportunity and is not selected, he/she may request a meeting with the appropriate District administrator to review the employee's candidacy/interview.

f. Any unit member promoted shall not receive less than the salary received in his/her present position.

## ARTICLE X

### LAYOFF AND REEMPLOYMENT

1. Reasons for Layoff

Layoff shall occur only for lack of work and/or lack of funds, and means a total separation from service.

2. Notice of Layoff

The District shall notify CSEA in writing of any planned layoffs. Any notice of layoffs shall specify the reason for layoff and identify by position, classification and name the employees designated for layoff. After notification to CSEA the District shall give at least sixty (60) days notice of layoff to the affected unit members. No classified employee will be laid off if he/she is qualified to perform work currently assigned to a short-term worker. The only exception is if the short-term service being performed will not exceed sixty (60) days.

3. Classification

Classification is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.

4. Order of Layoff

Class shall mean classification throughout this Agreement. Any layoff shall be effected within a class. The order of layoff shall be based on date of hire.

5. Bumping Rights

An employee laid off from his or her present class may bump into any class in which the employee has served and has greater seniority considering his/her seniority in the class and any

equal or higher classes. The employee may continue to bump into lower classes in which he/she has had previous service to avoid layoff.

6. Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

7. Equal Seniority

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made by lot.

8. Reemployment Rights

Laid-off persons are eligible for reemployment for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedent over any new applicants.

9. Notification of Reemployment Opening

Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District. Such notice shall be sent by certified mail to the last address given the District by the employee.

10. Employee Notification to District

An employee shall notify the District of his or her intent to accept or refuse reemployment within five (5) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of the reemployment notice, unless mutually agreed to the contrary.



11. Voluntary Demotion or Voluntary Reduction in Hours

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class as vacancies become available, in accordance with the Education Code, except that they shall be ranked in accordance with their seniority on any valid reemployment list. Voluntary means a bona fide choice by the employee.

12. Retirement in Lieu of Layoff

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

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

13. Seniority Roster

The District shall maintain an updated seniority roster indicating employee's hire date of service. Such rosters shall be available to CSEA at any time upon reasonable request.

14. Seniority During Involuntary Unpaid Status

Upon return to work, the employee shall be restored to all the benefits and burdens and the break in service shall be disregarded for seniority purposes only. During the layoff period the individual will not earn vacation, sick leave, holidays or other leave benefits.

15. Improper Layoff

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

16. Effects of Layoff

Upon request, the CSEA shall have the right to negotiate the effects of the proposed layoff.

***ARTICLE XI***

**MINIMUM CALL IN TIME**

1. Any unit member called in to work on a day when the unit member is not scheduled to work shall receive a minimum of two (2) hours of pay at the appropriate rate of pay under this Agreement.

2. Any unit member called back to work during a time other than his or her regular assignment shall be compensated for at least two (2) hours of work at the appropriate rate, irrespective of the actual time less than that required to be worked.

***ARTICLE XII***

**PERSONNEL FILES**

1. The Board shall not base any adverse action against a unit member upon materials which are not contained in such unit member's personnel file. Moreover, the Board shall not base any adverse action against a unit member upon materials which are contained in such unit member's personnel file unless the materials are placed in the file at the time of the incident giving rise to such incident and the unit member is notified at such time that such materials are being placed in the file.

2. A unit member shall be provided a copy of any negative or derogatory material before it is placed in his/her personnel file. He/she shall also be given an opportunity during the school day to prepare a written response to such material so long as such opportunity does not interfere with the unit member's duties as an employee. The written response shall be attached to the material.
3. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.
4. Those individuals who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
5. The Superintendent shall keep a log indicating the unit members, excluding the administration but which includes the Personnel Secretary, who have looked at a personnel file as well as the dates such examinations were made. Such log shall be available for examination by the unit member or his/her Association representative, if so authorized by the unit member.
6. Access to personnel files shall be limited to the members of the District administration and their representatives. Board of Education members may request the review of a unit member's file at a personnel session of the entire Board of Education. The contents of all personnel files shall be kept in the strictest confidence.
7. The District shall maintain the unit member's personnel file at the District's central office.

### ***ARTICLE XIII***

#### **EVALUATIONS**

1. All permanent employees shall be evaluated annually by their appropriate principal/supervisor. At the option of the principal/supervisor, permanent classified employees may be evaluated every other year provided that he/she has received a positive evaluation in the two

preceding annual evaluations. Each probationary employee shall be evaluated two (2) times during a nine (9) month probationary period before becoming a permanent employee. Each evaluation shall include a face-to-face discussion between the employee and the evaluator. The employee shall have the right to respond to any statement on the evaluation form. Any negative evaluation shall include specific recommendations for improvements. The employee and the evaluator shall sign the evaluation form prior to inclusion into the personnel file. Each employee shall be given a copy of his/her evaluation. All evaluations are to be kept in the personnel file. An employee who is promoted to a higher classification shall be on probationary status in the classification for a period not to exceed six (6) months. Evaluations shall be executed only upon the District's Classified Employees Performance Evaluation form, which will be mutually agreed upon by the District and CSEA.

2. All employees shall serve an initial probationary period of nine (9) months calculated from the date of hire.

3. Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly or hourly rates applicable to his or her position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year. (Education Code Section 45169)

4. Upon initial employment, each employee shall receive a copy of the classified contract.

## ***ARTICLE XIV***

### **ASSOCIATION RIGHTS**

1. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one (1) of which shall be provided in each school building in areas frequented by members of the unit. The Association may use member mailboxes for communication to members.
2. The Association and its members shall have the right to use facilities and buildings at reasonable times with the site principal's prior approval.
3. The Association shall have the right to membership on all committee's upon which they currently have membership and may be considered for any new advisory committees dealing with classified employee-employer relations.
4. Upon final preparation of this contract and no later than thirty (30) days after execution of this contract, the District shall provide a copy to every employee in the bargaining unit plus four (4) copies to CSEA.
5. The District shall maintain an emergency card on file for each employee. On that card the employee may indicate their choice of physician.
6. Unless approved in advance by the District Superintendent, Association meetings shall not take place during the regular work day.

## ***ARTICLE XV***

### **EMPLOYEE EXPENSES**

1. The District agrees to pay the full cost for any physician examination and TB test required as a condition of employment or continued employment. The physical examination shall be

reported on a District approval form and administered by a licensed physician. Reimbursement shall be made within a reasonable time after a written request for same is received by the Business Office.

2. For any test required as a condition of employment or continued employment, for which there is a fee, the District shall be responsible for paying the cost of the test only. Employees (does not include pre-employment testing) will be compensated at their regular rate of pay for the amount of time needed to take the test. If the test is offered by the District during an employee's work hours and the employee does not take the test during this time, employees are not eligible for compensation under this section to take the test at another time.

3. All employees, other than substitute and temporary help, shall be fingerprinted within the first ten (10) days of employment. This cost of fingerprinting shall be borne by the District.

4. Employees who may be requested to use their automobiles in the performance of their duties other than driving to and from school shall be reimbursed for all such travel at the current IRS rate. Unit members who use their personal cars for field trips or other business of the District at the request of the District shall receive the current IRS rate.

5. The District shall pay for the costs of recertification of school bus drivers.

## ***ARTICLE XVI***

### **LEAVES**

1. Vacation Leave: Effective November 1, 2015, part-time employees who have worked for the District for the first five (5) years will be paid vacation leave based upon the actual hours worked in accordance with Education Code Section 45197. Part-time employees who have worked for the District over five (5) years, at the beginning of the fiscal year after attainment of the five (5)

years and thereafter, shall receive ten (10) days vacation a year based on F.T.E. Full-time twelve (12) month employees shall receive ten (10) days total vacation a year for the first five years. After five (5) years, twelve (12) month employees shall receive a total of fifteen (15) days vacation leave each year. After fifteen (15) years, twelve (12) month employees shall receive a total of eighteen (18) days vacation leave each year. After twenty (20) years, twelve (12) month employees shall receive a total of twenty (20) days vacation leave each year. The time such vacation leave may be taken shall be by mutual agreement between the District and the employee. If no mutual agreement can be reached, then the District shall designate the time for vacation leave. A unit member may not accumulate at any given time more than eighteen (18) months' entitlement for vacation leave.

<b>Years of Service</b>	<b>Vacation Days Accrued for Full-Time, 12 Month Employees</b>
0-5	10
5-15	15
16-20	18
21+	20

a. Upon request of the employee and mutual agreement of the Superintendent, twelve (12) month bargaining unit members may take vacation while school is in session. The District will make every reasonable effort to accommodate the employee's preferred dates.

b. The District will respond to vacation requests within fifteen (15) days of receipt of the employee's written request.

c. Should there be requests for vacation in the same time period, priority shall be given in order the request is received.

2. Paid Sick Leave: Every classified employee employed five (5) days a week, twelve (12) months per year by the District shall be entitled to twelve (12) days leave of absence for illness or injury and such additional days, in addition thereto as the Governing Board may allow for illness or

injury, exclusive of all days he /she is not required to render services to the District, with full pay for a fiscal year of service.

a. A classified employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12) and the proportionate amount, consistent with this formula, of such additional days, in addition thereto, authorized by the Governing Board for classified employees employed five (5) days a week for a full fiscal year of service.

b. A classified employee employed less than five (5) days per week shall be entitled, for a fiscal year of service to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5) and is entitled to the proportionate amount, consistent with this formula, of such additional days, in addition thereto, authorized by the Governing Board for classified employees employed five (5) days a week for a full fiscal year of service. When such unit members are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine the proportionate amount of the leave of absence for illness or injury to which they are entitled.

c. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. However, a new employee of the District shall not be eligible to 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.



d. If such employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year with such additional days as the Governing Board may allow.

e. The District may require written verification by the employee's doctor or practitioner for any absence due to illness or injury. Such verification shall be required whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury.

f. An employee out of sick leave shall call the District one and one-half (1½) hours before the time scheduled to report to work. If the employee fails to call as mentioned above, then the employee shall not receive the difference between what a substitute is paid and what the employee would normally receive.

3. Industrial Accident and Illness Leave:

a. An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

b. Payment for wages lost on any day shall not, when added to the award granted the employee under the Worker's Compensation law of this state, exceed the normal wage for the day.

c. The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If,

however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of the state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

d. Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated to his/her position without loss of pay or benefits.

e. The benefits outlined above merely paraphrase the Education Code. If there is any deviation from the Education Code, that Code shall prevail.

4. Bereavement Leave: Each classified employee shall be entitled to five (5) days of paid leave of absence if the employee is responsible for funeral arrangements, or five (5) days if travel outside of the State of California is required, on account of the death of any member of his immediate family. Members of the immediate family as used in this section mean the father, mother, grandmother, grandfather, or grandchild of the classified unit member or of the spouse of that unit member and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of any classified unit member, or any unit member living in the immediate household of the classified unit member. If the classified employee is not responsible for funeral arrangements, then that unit member shall be entitled to three (3) days of paid leave of absence. Leave for the death of other unit members and extension of days are at the sole discretion of the Superintendent.

5. Association Leave: The District shall grant to the Association, forty (40) hours of release time to be used by Association representatives as paid leave to utilize for local, state, or national conferences for conducting other business pertinent to Association affairs. Authorized Association representative will receive reasonable release time for negotiations and any grievance matters

arising under the contract. The representatives shall be excused from school duties upon advance notification to the appropriate principal. This provision is to be interpreted as forty (40) hours per school year of release time all totaled for any one (1) unit member or a total of forty (40) hours per school year for any number of unit members more than one.

6. Jury Leave: A unit member shall be entitled to as many days of paid leave as are necessary for the purpose of serving as a juror in any legal proceeding. Jury fees payable by the Court to the employee for jury duty shall be remitted to the District.

7. Personal Necessity - Seven Days Chargeable Against Sick Leave: Any days of absence earned for sick leave may be used by the employee, at his/her election, in cases of personal necessity on the following basis:

a. The death of a member of the employee's immediate family when additional leave is required beyond that provided in section 4 of this Article;

b. As a result of an accident or illness involving an employee's unit member or property or the unit member or property of his/her immediate family;

c. When resulting from an appearance in any court or before any administrative tribunal as litigant, party, or witness; and,

d. Such other reasons approved by the District.

8. Personal Business Leave: Each employee shall be entitled to use four (4) days of the seven (7) personal necessity days for the purpose of conducting personal business, which can be taken in half-day increments.

9. Adoption Leave: Each unit member shall be entitled to use two (2) days of the seven (7) personal necessity days for the addition of a child or child care after adoption.

10. Child-Rearing Leave: Leave without pay or other benefits may be granted to an employee for child rearing.

a. The employee shall request such leave as soon as practical, but under no circumstances less than thirty (30) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.

b. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent or his/her designee when considering the scheduling and replacement problems of the District.

c. The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted.

d. The employee is not entitled to the use of any accrued sick leave or other paid leave while on child-rearing leave.

e. There shall not be a diminution of employment status for child rearing except that no unit member shall be entitled to compensation or increment or credit for the time on the job.

11. Pregnancy Disability: Female members of the bargaining unit who are in paid status immediately preceding medically verified pregnancy disability and who return to active employment with the District immediately following the conclusion of pregnancy disability following childbirth or miscarriage, may be eligible to receive compensation at their regular rate of pay charged against sick leave for the work days missed during the period of disability. The employee must present written medical verification of the date of medical release from pregnancy disability.

12. Maternity Leave: An employee in the bargaining unit may elect to take maternity leave at any time during her pregnancy, or within four (4) weeks of delivery of her child. Such leave shall be without pay except as provided under Pregnancy Disability. Prior to return, the employee shall give two (2) week's notice of intention to return.

13. Paternity Leave: An employee in the bargaining unit will be allowed two (2) days of paternity leave with pay to be taken on the day immediately before, during, or after delivery of the child, to be charged to his sick leave.

14. Entitlement to Other Sick Leave: When an employee is absent from his duties on account of industrial or nonindustrial illness or accident for a period of five (5) months or less, the amount deducted from his salary due him for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee to fill his/her position during his absence.

15. Long-Term Health Leave:

a. An employee who has used all days of earned sick leave, compensatory overtime, and who must be absent because of industrial accident or illness or nonindustrial accident or illness and whose health is such that he/she is unable to satisfactorily carry out his/her assignment, may be granted a long term health leave for a period not to exceed one (1) year. The leave may be renewed for an additional six (6) month period by the Governing Board. Long term health leave is unpaid leave.

b. At the conclusion of his leave, an employee may return to the duties of his/her position to which he was assigned providing that his/her attending physician verifies that he/she is fully able to assume all the responsibilities of the position.

c. If at the conclusion of eighteen (18) months of absence, the employee is still unable to assume the duties of his/her position, he/she will be placed on a reemployment list for a period of

thirty-nine (39) months. During this period, if the employee is able to assume the duties of his position as verified by a physicians certificate, he will be considered for the first vacancy in the classification of his previous assignment. The reemployment will take preference over all other candidates except those laid off for lack of work or funds.

16. Break in Service:

a. Employees on a Board approved leave of absence provided by the provisions of this Article shall not be considered to have a break in service for purposes of earning sick leave, vacation, health and welfare benefits, and step increment.

b. During any unpaid leave of absence employees shall not accumulate sick leave or vacation.

c. Employees returning from a paid or unpaid sick leave or vacation leave shall be placed in the position in which the employee served prior to the leave.

d. Employees returning from leave other than sick leave or vacation and when all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the unit member's position, the unit member shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months.

e. If an employee fails to return on the first work day following the date of the expiration of any leave, without a bonafide reason, he/she shall have voluntarily terminated employment with the District.

17. General Leave: (Education Code Sections 45192, 45195) A permanent employee who has used all vacation time to which he/she is entitled and who must be absent from work because of pressing personal reasons may be granted, by the Governing Board or their designee, leave without pay for a specified period of time not to exceed one (1) year.

18. In-Service Training Leave: District mandated in-service training shall not result in loss of pay or benefits to the employee.
19. Interruption of Vacation: (Education Code Section 45200) An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.
20. Unpaid Leaves: Each classified employee may be entitled to unpaid leave with the approval of the Board.
21. Discretionary Leaves: The granting of any discretionary leave shall not be precedent with regard to any subsequent request for leave by the same or other employees.
22. Family Care Leave: Each unit member who has been employed by the District for more than one continuous year is eligible for an unpaid Family Care Leave not to exceed twelve (12) weeks within a twelve (12) month period, unless a longer leave is agreed upon by the District and the unit member. Family care leave may be used for the birth of the unit member's child, placement of a child for adoption or foster care, to care for a spouse, child, domestic partner, or parent with a serious health condition, or a serious health condition which renders the unit member unable to perform essential job functions.

A unit member may use up to twenty (20) days of their sick leave to care for a spouse, child, domestic partner, or parent with a serious health condition as well as for a serious health condition which renders the unit member unable to perform essential job functions.

During the period of such leave the District shall maintain the unit member's group health benefits, if any, on the same basis as if the unit member was in paid status. Upon return from Family Care Leave, the unit member is entitled to return to the same position or to an equivalent

position with equivalent benefits, pay, and other terms and conditions of employment. The unit member's absence under this program shall not be considered a break in service.

The unit member must provide the District with at least thirty (30) days advance notice for the leave if the need is foreseeable, or if such notice is not foreseeable, notice must be given as soon as practicable under the circumstances.

23. Sick Leave for Illness of Child, Parent or Spouse

A unit member may use his/her current accrued sick leave to attend to an illness of a child, parent or spouse of the unit member. Each calendar year the amount of leave shall not exceed the amount of the sick leave the unit member would accrue during six months of employment (i.e., full-time 12 month unit member = 6 days; full-time 10 month unit member = 5 days). Such leave is in addition to that provided under Personal Necessity. (Paragraph 7).

24. Catastrophic Leave

1. When an employee or member of his/her family experiences a catastrophic illness or injury which requires the employee to take time off from work for an extended period of time, and the employee has exhausted all available sick leave and other paid time off, he/she may request donations of accrued vacation or sick leave.
2. Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.



3. Upon requesting donations under this program the employee shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probably duration of the illness or injury.
4. The Superintendent or designee shall determine:
  - a. That the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury, or
  - b. That the employee has exhausted all accrued paid leave credits.
5. When the above verification and determinations are made, the Superintendent or designee may approve the transfer of accrued sick leave credits. The Superintendent or designee shall inform employees of the means by which donations may be made in response to the employee's request.
6. Any employee upon written notice to the District may donate accrued sick leave credits to the requesting employee at a minimum of one day and in one day increments thereafter up to five (5) days per school year. When a donating employee works less than full time, his/her donated day(s) shall transfer in the same proportion of the day worked. All transfer of eligible leave credit shall be irrevocable. Transfers may only occur within bargaining units (classified employees to classified employees, teachers to teachers, etc.)
7. To ensure that employees retain sufficient accrued sick leave to meet needs that normally arise donor shall not reduce their accumulated sick leave to few than fifteen (15) days.
8. Benefiting employees may use donated leave credits for a maximum of twenty (20) work days.

9. An employee who receives paid leave pursuant to this program shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.
10. The Superintendent or designee shall take all reasonable steps to ensure that all donations are confidential.
11. The District shall provide to the CSEA Chapter President, on or before September 30<sup>th</sup> and February 28<sup>th</sup>, the status of the sick bank; hours used and hours remaining.

## ***ARTICLE XVII***

### **HOLIDAYS**

1. The following paid holidays will be provided by the District:
  - a. New Year's Day
  - b. Martin Luther King Day - Third Monday in January
  - c. Lincoln Day - As established by school calendar
  - d. Presidents Day - Third Monday In February
  - e. Memorial Day - The last Monday in May
  - f. Independence Day - July 4
  - g. Labor Day - The first Monday in September
  - h. Veteran's Day - November 11
  - i. Thanksgiving Day
  - j. Day following Thanksgiving (in lieu of Admissions Day)
  - k. Christmas Day - December 25

2. Non-Student Work Days: Any school day during which pupils would otherwise have been in attendance, but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty. All Classified employees shall be required to report for duty on such days unless otherwise notified by the Superintendent.
3. Holiday Eves: Twelve (12) month employees who are presently scheduled to work on the afternoons or evenings before Christmas and New Years shall be given one-half (½) day off these two (2) times if these holiday eves fall on a Tuesday through Friday.
4. Eligibility: An employee must be working and on paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

***ARTICLE XVIII***

**HEALTH INSURANCE**

1. Effective July 1, 2015, the District’s base contribution for medical, dental, and vision benefits shall not exceed \$796/month for each full-time bargaining unit member who has Kaiser or Blue Shield as his/her base medical plan. Part-time unit members (less than 6 hours/day) shall have pro-rata District contributions as follows:

6 hours & over per day	\$796/month
Over 5 hours to 6 hours per day	\$597/month
Over 4 hours to 5 hours per day	\$517/month
4 hours per day (20 hours per week)	\$398/month
Less than 20 hours per week subject to carrier approval	\$0/month

2. The District may elect, at its option, to self-insure for orthodontic coverage.

3. Unit members less than four (4) hours shall have access to District medical, dental and vision benefits at their expense subject to carrier approval.

## ***ARTICLE XIX***

### **HOURS OF EMPLOYMENT**

1. Work Week: Monday through Friday, eight (8) hours per day, excluding lunch period, shall be the regular hours of employment. Any time over eight (8) hours per day, excluding lunch period, shall be paid at the rate of time and one-half.

2. Alternative Work Week: All unit members and the District may agree to a ten (10) hour day, four (4) day week, if both parties agree. (Education Code Section 45132)

3. Adjustment of Assigned Time: Any unit member in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. (Education Code Section 45137)

4. Stand-by Time: Any unit member required to stand-by for one (1) hour or less, will be compensated at his or her regular rate of pay.

5. Lunch Periods: All unit members covered by this Agreement shall be entitled to an uninterrupted lunch period. Such lunch period shall be for a period of no longer than one (1) hour, nor less than one-half hour and shall be scheduled for full-time unit members at or about the midpoint of each work shift. Management shall have the right to stagger lunch breaks when there are two (2) or more unit members in the same work area.

6. Rest Periods:

a. All unit employees shall be granted rest periods which, insofar as practical, shall be in the middle of each work period at the rate of ten (10) minutes per four (4) hours worked or major fraction thereof.

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

c. Rest periods are a part of the regular workday and shall be compensated at the regular pay for the unit member.

7. Rest Facilities:

a. The District shall make available at each work site adequate lunchroom, restroom, and lavatory facilities for classified employee use.

b. Keys to locked restrooms will be provided to each employee.

c. Lunchroom and rest areas will be private and unavailable to students.

8. Classroom Paraeducators shall be allowed a five (5) minute passing time period into the second sixty (60) minute instructional block that follows a Yard Supervision position.

9. Compensatory Time:

a. Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the unit member in cash for all such time at the appropriate overtime rate based on the unit member's current rate of pay. All compensatory time shall be taken or paid for within the same fiscal year.

b. A unit member may have the option to elect to take compensatory time off in lieu of the cash compensation for overtime worked. Overtime worked and the method of compensation must be approved by the immediate supervisor in advance of the work. Compensatory time off shall be granted at the rate of time and one-half.

c. Compensatory time off shall be reported as earned and as taken, in accordance with administration procedures.

10. Summer Work: In the event that additional hours in any classification become available during the summer, they shall be offered to the bargaining unit members who have indicated written interest in summer work before the close of the school year. A list of those unit members who have indicated interest shall be kept in the District office.

## ***ARTICLE XX***

### **SUMMER ASSIGNMENTS**

For the purpose of this section every unit member shall be deemed to be employed for twelve (12) months during each school year regardless of the number of months in which he/she is normally in paid status. Any school district which, in any school year, maintains school sessions at times other than during the regular academic year shall assign for service during such times regular classified employees of the District. When it is necessary to assign classified employees not regularly so assigned to serve between the end of the one academic year and the commencement of another, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required. No classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year to the beginning of the next academic year, shall be required to perform services during such period. A

classified employee shall, for services performed as herein provided, receive, on a pro-rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

## ***ARTICLE XXI***

### **WAGES**

1. Wages shall be paid by the District according to the attached Appendix "A".
2. Effective July 1, 2015, increase the CSEA Salary Schedule by 4.5%. Any retroactive payments will be made on or before February 29, 2016.
3. All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding work day.
4. Employees shall receive a salary warrant for each month worked.
5. Employees working out of classification who administer student testing for programs such as GATE and CELDT shall be paid \$15.00 per hour.
6. Classified employees attending an overnight classroom fieldtrip for the purpose of serving as a Temporary Support Assistant for an identified full inclusion student shall be paid a stipend of \$75.00 per night for supervision.
7. The District shall pay a \$500 stipend per sport for coaches for authorized school team sports. All duties, requirements and regulations as outlined in the "Coach" job description shall be followed.
8. Effective July 1, 2015, employees in the School Office Manager, School Office Assistant, Receptionist, Accounts Payable Technician, Account Technician I, Charter Attendance Clerk, and

Personnel/Business Technician positions will be eligible for a bilingual stipend. To qualify for the bilingual stipend, these unit members must be able to speak and write Spanish fluently, including professional speaking and writing, and pass a written and/or oral examination administered by the District. The bilingual stipend will be \$800/year for a 1.0 FTE employee, prorated for part-time employees, paid monthly.

## ***ARTICLE XXII***

### **DISCIPLINE**

#### 1. Procedure for Disciplinary Action

a. No employee in the classified service shall be suspended, demoted, dismissed, or in any way discriminated against because of his political or religious acts or opinions or affiliations, or race, color, sex, national origin or ancestry, or marital status, subject to the provisions of the contract regarding cause for discipline.

An employee shall be disciplined for just cause only.

#### b. Examples of Just Cause for Discipline

1. Incompetency or inefficiency.

2. Insubordination

3. Discourteous treatment of the public, of students, parents, or fellow employees.

4. Any willful or persistent violation of the provisions of the Education Code or of rules, regulations, or procedures adopted by the District Board of Trustees or of rules or directions of the Superintendent.

5. Under the influence of alcohol during work hours.



6. Use, sale, possession, or being under the influence of any illegal drugs/narcotics while on District time. (This does not preclude the District from pursuing discipline for similar actions off District time providing there is just cause and a nexus between their off duty actions and their job duties).

7. Conviction of a serious crime by a court of law; a record of one or more convictions which indicates that the unit member is a poor employment risk; failure to disclose material facts regarding criminal records; and other false or misleading information on the application form or examination and employment records concerning material matters.

8. Repeated unexcused absence or tardiness.

9. Abandonment of position. Defined to mean absence without leave for four (4) working days or more without an acceptable explanation.

c. When it is recommended that a permanent employee is to be suspended, reassigned, demoted, or dismissed, specific written charges shall be prepared and presented by the Superintendent. The charges shall specifically state the cause of discipline and the facts underlying those charges.

d. The Superintendent shall provide the employee with a written notice of the recommended action. The notice of disciplinary action 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 an employee has violated a rule or regulation of the public school employer, such rule or regulation shall be set forth in said notice. The notice shall contain a provision for informing the employee of his/her right to a hearing before the Board on such charges. The notices shall contain a card or paper, the signing and filing of which on a timely basis, shall constitute a demand for a hearing and a denial of all charges. The

demand for hearing must be filed within ten (10) calendar days of the date of the notice of recommended discipline. If the demand is not filed in a timely basis, the employee waives his/her right to a hearing.

e. Prior to the issuance of charges and notice of recommended discipline, the employee will be offered an opportunity to meet with the Superintendent and/or his designees regarding the charges and proposed penalty. The employee has the right to bring his/her union representative to such meeting.

f. Notwithstanding the procedures prescribed above, an employee may be suspended for not more than thirty (30) days, except as provided in Section F, prior to exhaustion of the appeal process at the discretion of the Superintendent. Such suspension pending appeal shall take place if the Superintendent determines that the employee's continued presence poses a threat to the safety of people or property. The employee shall be provided an opportunity to meet with the Superintendent regarding such immediate suspension. An employee has the right to have a union representative present at the meeting. Such suspension will be with pay for no more than thirty (30) calendar days during which time all disciplinary procedures shall be pursued. If the process takes more than thirty (30) days to exhaust, the employee shall continue on suspension without pay. If a delay or continuance is sought by the District or the hearing officer, the suspension with pay shall continue for the length of such delay.

g. A permanent employee charged with the commission of any sex offense as defined in Education Code Section 44010 or any narcotics offense as defined in Education Code Section 44011 by complaint, information, or indictment filed in a court of competent jurisdiction, may be suspended as provided for in the second paragraph of Education Code Section 45304. Such a suspension will be processed as an involuntary personal leave in accordance with the provisions of

this rule relative to suspensions. The employee may receive compensation as provided for in the Code Section.

h. Dismissal shall cause removal of the employee's name from all employment lists.

i. Failure to file a request for hearing as provided for in C above shall constitute a waiver of the employee's right to a hearing and the governing Board shall act upon said charges without a hearing.

j. Probationary employees shall have no right of appeal.

k. Definitions for purposes of discipline (unless otherwise indicated):

(1) Days = Any day, Monday through Friday inclusive, in which the District Office is open for business.

(2) Date of Receipt - Date of personal service or five (5) calendar days after date of service by certified mail.

### 3. Hearing

a. A permanent employee who has been recommended for disciplinary action may request a hearing before the Governing Board within ten (10) calendar days after having been furnished with a copy of the written charges by filing a written request for a hearing. Such request shall be filed with the Superintendent.

b. A permanent employee who has not served the full probationary period for the class and who is demoted to the class from which promoted, may request a hearing before the Governing Board within ten (10) calendar days after the receipt of the copy of written charges.

### 4. Hearing Procedure

a. The Governing Board may conduct hearings of appeals or may appoint a hearing officer from the Office of Administrative Hearings. The Governing Board may conduct hearings of

appeals or may appoint a hearing officer from the Office of Administrative Hearings. The hearing officer shall conduct the hearing and report findings and recommendations to the Governing Board. An employee may request the Board to consider appointing a hearing officer to conduct the hearing.

b. Hearings shall be conducted in the manner most conducive to a determination of the truth, and neither the Governing Board nor its hearing officer shall be bound by technical rules of evidence. Final decisions made by the Governing Board shall not be invalidated by any informality in the proceedings.

(1) At the election of the employee the hearing shall be held in public or closed sessions.

c. The Governing Board shall determine the relevancy, weight, and credibility of testimony and evidence. It shall base its findings on the preponderance of evidence.

d. Each side will be permitted an opening statement (District first) and closing arguments (District first). The District shall first present its witnesses and evidence to sustain its charges and the employee will then present his/her witnesses and evidence in defense. The burden of proof shall remain with the District.

e. Each side will be permitted an opening statement (District first) and closing arguments (District first). The District shall first present its witnesses and evidence to sustain its charges and the employee will then present his/her witnesses and evidence in defense. The burden of proof shall remain with the District.

f. Each side will be allowed to examine and cross-examine witnesses.

g. Both the District and the employee will be allowed to be represented by legal counsel or other designated representative.

h. The Governing Board or hearing officer may and shall, if requested by the District or the employee, subpoena witnesses and/or require the production of records or other material evidence.

i. The Governing Board or hearing officer may prior to or during a hearing grant a continuance for any reason it believes to be important to its reaching a fair and proper decision.

j. Whether the hearing is held in a public or closed session, the Governing Board, after it concludes the hearing, shall deliberate its decision in closed session. No unit members other than members of the Governing Board, and its counsel, shall be permitted to participate in the deliberations.

k. The Governing Board shall render its judgment as soon after the conclusion of the hearing as possible and in no event later than twenty-one (21) calendar days after the hearing before the Board or after receiving the report and recommendations by the hearing officer. Its decision shall set forth which charges, if any, are sustained and the reasons therefore.

l. The Governing Board may sustain or reject any or all of the charges filed against the employee. It may sustain, reject, or modify the disciplinary action invoked against the employee. It may not provide more discipline more stringent than that invoked by the Superintendent.

(1) In the event that the employee had been suspended without pay pending the hearing and determination, the charges/disciplines are not sustained in the final decision, the employee shall be entitled to all back pay.

m. The employee or his representative may obtain a copy of the transcript of the hearing upon written request and agreement to pay for necessary costs.

n. The decision of the Governing Board is final and binding on all parties.

(1) Both parties have the right to appeal the final decision to a court of proper jurisdiction.

## ***ARTICLE XXIII***

### **CONCERTED ACTIVITIES**

1. It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

2. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by CSEA, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.

3. The District shall not lockout unit members during the term of this Agreement.

## ***ARTICLE XXIV***

### **BUS DRIVERS**

1. Bus Driver Time:

a. Bus Drivers assigned a shift of more than two (2) hours shall receive pay for actual driving time, plus sixty (60) minutes if a standard bus is driven or an additional ninety (90) minutes

if a CNG bus is driven. Duties during the sixty (60) or ninety (90) minutes shall include the following items:

- (1) Bus check out in morning; warm-up; brake check and safety check.
- (2) Check in time at office.
- (3) Preparation of all forms required by the District.
- (4) Gas bus and check for level of oil.
- (5) Clean buses in afternoon, including windows, mirrors, and sweeping.
- (6) Store buses and secure buses in bus yard in afternoon and secure equipment.
- (7) All break time is included within this sixty/ninety minute time frame.
- (8) Garage time - local garage work.

b. For those bus drivers assigned a shift of two (2) hours or less, they shall receive pay for actual driving time plus forty (40) minutes.

c. Substitute bus drivers will be provided step increases equal to one (1) step for every three (3) years they serve as a substitute bus driver.

2. Head Bus Driver:

a. The Head Bus Driver position shall be a permanent assignment and shall perform the duties reflected in the position's Job Description. The Head Bus Driver shall be paid 10% above the salary range for Bus Drivers.

***ARTICLE XXV***

***EARLY RETIREMENT PROGRAM***

For unit members who have been employed with the District for at least fifteen (15) years and are at least 55 but not older than 62 years of age, the District shall explore with the unit member early retirement opportunities which will be of mutual benefit to the District and to the unit member.

## ***ARTICLE XXVI***

### **PROFESSIONAL GROWTH**

#### 1. ESTABLISHMENT OF PROGRAM

The District shall establish a professional growth recognition program for all unit members which rewards after-hours training with increments on the salary schedule. The courses of training recognized must be directly related to the position currently occupied by the unit member and approved in advance.

#### 2. PROFESSIONAL DEVELOPMENT PLAN

Courses taken shall follow a mutually agreed to District Professional Development plan for the unit member's development in his/her position.

#### 3. SALARY INCREMENTS

There will be yearly salary increments of \$400 per five (5) units. One unit shall equal 15 hours of instructional time. The maximum number of units shall be fifteen (15). The maximum number of units credited cannot exceed (5) per year. Partial increments shall not be granted.

#### 4. COURSES

In order to qualify for credit, units of study or courses of work must meet the following conditions: Professional growth may be achieved by any unit member through pre-approved participation in any of the following categories, provided the program is followed: college courses, junior college courses, trade school courses, adult education courses, workshops, seminars, first aid, CPR classes, and Spanish courses up to three units.



5. COMMENCEMENT OF PROGRAM

This article shall not apply retroactively and shall only apply to units of study or courses of work taken after July 1, 1998.

6. PROCEDURE

- 6.1 Unit member completes form at least ten (10) days in advance of the desired training or beginning of course (see Appendix B) and submits to his/her principal or supervisor for recommendation as to whether proposed study relates directly to assignment and is consistent with the unit member's professional development plan.
- 6.2 Supervisor completes, dates, signs form and forwards to Superintendent with a copy to the applicant.
- 6.3 If the Supervisor recommends disapproval, applicant may appeal to the Superintendent before any final decision is made regarding the request.
- 6.4 Superintendent or designee acts to grant or disapprove the appeal and returns form to unit member and sends copy to the supervisor and the District Business Office. The decision of the Superintendent or designee is final.
- 6.5 Unit member submits evidence of course completion by September 1. Submit official grade card, completion certificate or similar evidence to the District Business Office for copying and filing in your personnel records.
- 6.6 Courses completed and units earned by September 1 shall be credited toward the applicant's salary for the then current fiscal year.

## *ARTICLE XXVII*

### **RECLASSIFICATION PROCEDURE**

1.       Reclassification means redefining a position to account for gradual changes in duties, responsibilities, working conditions, and skills that alter the nature of the current classification on an ongoing basis. Reclassified positions may be allocated to the same, lower, or higher rate of pay if justified by the duties, responsibilities, working conditions, or skills of the position as reclassified.
  
2.       Unit members may request a reclassification for up to two (2) positions each year by presenting a written request to the Superintendent by April 1. The request must include the following:
  - a.       The classification or position to be reclassified
  - b.       The existing job description and salary placement;
  - c.       The proposed job description and salary placement; and
  - d.       A statement of reasons why the reclassification is being requested.
  
3.       The District may initiate a reclassification under this procedure at any time.
  
4.       Reclassification requests will be reviewed by a panel consisting of one (1) District appointee, one (1) CSEA appointee, and one (1) member mutually agreed upon by the District and CSEA appointees.
  
5.       The panel will review any requests and may request additional information or interview employees. The District, CSEA, and the unit member may present information to the panel.
  
6.       The panel will deliberate in closed session. Two (2) of the three (3) panel members must agree for the panel to make a recommendation. The panel will make an advisory Recommendation to the Superintendent to accept, reject, or modify the proposed reclassification.

If the panel recommends reclassification, the panel will recommend the appropriate job description, title, and salary schedule range for the reclassified position.

7. The Superintendent's decision will be final and effective on July 1 following the decision. CSEA or a unit member may appeal the decision of the Superintendent within 14 calendar days by submitting a written appeal to the Board for a final and binding decision. The Board will consider the reclassification and make a final determination that is binding on all parties.

8. Salary Schedule Placement

a. If a unit member's position is reclassified to a higher pay range than the current classification, the unit member will be placed on the step of the new range that provides at least a five (5) percent increase for the unit member.

b. If a position is reclassified to the same pay range, the unit member will remain at his or her same range and step placement.

9. Any recommendation for a change in the job description is subject to negotiation by CSEA and the District.

10. Except for any violations of the procedure set forth in this Article, decisions by the panel, Superintendent, or the Board regarding whether and how to reclassify a position shall not be grieved under the grievance procedure.

***ARTICLE XXVIII***

***ENTIRETY OF AGREEMENT***

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not

removed by the Education Code or any other law from the area of collective negotiations. They, therefore, voluntarily and without qualifications waive the right for the life of the Agreement to negotiate collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, except that if the scope of negotiations under the Rodda Act is broadened by the State statute, or a PERB ruling, negotiations may be reopened thirty (30) days after such amendment or ruling solely on matters thereto not subject to negotiations.

2. This contract represents the entire Agreement between the parties and no other agreement or practices are binding upon either party hereto with respect to wages, hours, or working conditions of the employees covered.

3. This Agreement shall not be modified in whole or in part by the parties except by mutual agreement.

## ***ARTICLE XXVIV***

### **NEGOTIATIONS**

Reopener Clause: Negotiations are closed for 2015-16. Should CSEA Chapter 570 or the Mark West Union School District desire to modify the contract for 2016-2017 and 2017-2018, it shall provide specific written proposals by September 1. Failure to provide such specific proposals will cause the contract to roll-over unchanged until the end of the referenced succeeding school year. The District shall place CSEA's proposal on the next regularly scheduled Board meeting agenda along with its counter proposal in order to expedite the sunshining process. Negotiations shall commence under this Section within five (5) days after fulfillment of the public notice requirements. The terms and conditions of this Agreement will remain in full force and effect during such negotiations. If agreement is not reached with regard to matters covered by this Section

within forty-five (45) days after the commencement of negotiations, either party may submit the unresolved disputes to impasse in accordance with the rules of Educational Employment Relations Board.

## ***ARTICLE XXX***

### ***DURATION***

For the 2015-2016 year – Successor Agreement

For the 2016-2017 year - Article XXI – Wages  
Article XVII – Health Insurance  
One (1) Article of each party’s choice

For the 2017-2018 year - Article XXI – Wages  
Article XVII – Health Insurance  
One (1) Article of each party’s choice

Dated: 11.9.15

DISTRICT:

Mark West Union School District

By: *Levin A. Cuatrecasas*

By: *Ronald Calloway*

Dated: 11-9-15

ASSOCIATION:

Mark West Chapter No. 570  
California School Employees Association

By: *Susan Madura*

By: *Marcia Nixon*

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Mark West Union School District  
Classified Salary Schedule 2015-16

Position	Step 1	Step 2	Step 3-5	Step 6-10	Long Yr-11	Long Yr-16	Long Yr-21	Long Yr-26
Head Custodian	18.07	20.10	20.48	22.63	23.76	24.95	26.20	27.51
Lead Head Custodian								
Groundskeeper/Maintenance	16.50	18.34	18.71	20.67	21.70	22.79	23.93	25.12
Custodian	15.73	17.47	17.82	19.69	20.67	21.71	22.79	23.93
School Office Manager	18.09	20.12	20.49	22.65	23.78	24.97	26.22	27.53
Accounts Payable Technician	18.66	19.59	21.62	23.82	25.01	26.26	27.57	28.95
Account Technician I	19.76	20.75	22.88	25.22	26.48	27.81	29.20	30.66
Business/Personnel Technician	20.80	21.84	24.10	29.34	30.81	32.35	33.96	35.66
Technology Resource Tech	21.03	22.07	24.34	26.75	28.09	29.49	30.97	32.51
Computer Technician	16.55	18.39	18.74	19.69	20.67	21.71	22.79	23.93
Paraeuducator - Computer	14.92	16.55	16.89	18.66	19.59	20.57	21.60	22.68
Paraeuducator - Library	14.92	16.55	16.89	18.66	19.59	20.57	21.60	22.68
Data Entry Clerk	14.92	16.55	16.89	18.66	19.59	20.57	21.60	22.68
Charter Attendance Clerk	14.92	16.55	16.89	18.66	19.59	20.57	21.60	22.68
Receptionist	14.92	16.55	16.89	18.66	19.59	20.57	21.60	22.68
Paraeuducator -Full Inclusion/TSA	14.92	16.55	16.89	18.66	19.59	20.57	21.60	22.68
Health Care Assistant	14.92	16.55	16.89	18.66	19.59	20.57	21.60	22.68
Paraeuducator -ELL II	14.92	16.55	16.89	18.66	19.59	20.57	21.60	22.68
Food Service Cashier	13.91	15.51	15.78	17.45	18.32	19.24	20.20	21.21
School Office Assistant	13.91	15.51	15.78	17.45	18.32	19.24	20.20	21.21
Field Trip Coordinator	13.91	15.51	15.78	17.45	18.32	19.24	20.20	21.21
Paraeuducator	12.28	13.63	13.91	15.35	16.12	16.92	17.77	18.66
Campus Supervisor	12.28	13.63	13.91	15.35	16.12	16.92	17.77	18.66
Crossing Guard	12.28	13.63	13.91	15.35	16.12	16.92	17.77	18.66
Food Service Worker	12.28	13.63	13.91	15.35	16.12	16.92	17.77	18.66
Mail/Supply Carrier	12.28	13.63	13.91	15.35	16.12	16.92	17.77	18.66
Paraeuducator - ELL I	12.90	14.36	14.61	16.15	16.96	17.81	18.70	19.63
Paraeuducator - RSP	12.90	14.36	14.61	16.15	16.96	17.81	18.70	19.63
Paraeuducator - SDC	12.90	14.36	14.61	16.15	16.96	17.81	18.70	19.63
Bus Driver	17.33	19.28	19.66	21.74	22.83	23.97	25.17	26.43
Head Bus Driver								

Longevity based on years of District service if placed on a step that is not with number years in the District.

5% Longevity @ Yr-11-15  
5% Longevity @ Yr-16-20  
5% Longevity @ Yr-21-25  
5% Longevity @ Yr-26 & Beyond

**Benefits:**

	All Plans
6 Hrs & Over Per Day	\$796/Month
Over 5 Hrs to 6 Hrs Per Day	\$597/Month
Over 4 Hrs to 5 Hrs Per Day	\$517/Month
4 Hrs Per Day (20 Hrs Per Wk) (1/2 of FTE)	\$398/Month
Less than 20 hours per week subject to carrier approval	\$0/Month

Includes a 4.5% Increase  
Board Approved: December 1, 2015

MARK WEST UNION SCHOOL DISTRICT  
 REQUEST FOR COURSE APPROVAL (CLASSIFIED)

\_\_\_\_\_  
 Name School or Location Date

I request approval of the following course(s):

Course Number	Date to be Taken	Course Title or Description	College/School/Other	Units Semester/Quarter Hrs.

Explanation of course content:

\_\_\_\_\_  
 \_\_\_\_\_

Objective in taking the course:

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Applicant's Signature

Principal/District Supervisor's Recommendation:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Principal/Supervisor's Signature

\_\_\_\_\_ Approved  
 \_\_\_\_\_ Disapproved

\_\_\_\_\_  
 Superintendent/Designee





## MARK WEST UNION SCHOOL DISTRICT

305 Mark West Springs Road, Santa Rosa, CA 95404-1101  
 District Office (707) 524-2970  
 Business Office (707) 524-2977 ♦ Fax (707) 524-2976  
**Ronald Calloway, Superintendent**  
[rcalloway@mwusd.org](mailto:rcalloway@mwusd.org)

### Board of Trustees:

Sara Azat  
 Mike Edwards  
 Victor McKnight  
 Gary Saal  
 Aaron Smith

### Director of Student Services:

Rachel Valenzuela

### Associate Superintendent of Business:

Regina Cuculich

To: Ron Calloway, District Superintendent

Re: Transfer of Sick Leave

The Mark West Union School District has initiated a special sick leave donation drive for an employee, (employee name), who has experienced a catastrophic illness and was unable to work for an extended period of time. In response to this, I hereby authorize the unconditional and irrevocable donation of \_\_\_\_\_ days of my accumulated sick leave to be donated to this employee. Classified bargaining unit members may donate up to five (5) days of sick leave in increments of one (1) day (based on your posted number of hours per day), and the donation must not reduce the employees sick leave balance to less than 15 days. Donations will be given to the employee in the order in which they are received, and any donations that are not needed will be returned to the employees.

I understand that the sick leave I have authorized for transfer will be permanently deducted from my account. I also acknowledge that I have read and understand the sick leave exchange procedure established by the Mark West Union School District and CSEA and voluntarily agree to the terms of that procedure.

Sincerely,

\_\_\_\_\_  
 Name (please print)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**Mark West Union School District  
Classified Performance Evaluation**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_ School: Mark West

1. Meets all standards of expectation (commendations noted).
2. Needs to strengthen this area (specific comments required).
3. Performance in this area is inadequate (specific comments and plan of action required).

<p><b>1. QUALITY OF WORK / EFFECTIVENESS IN RELATION TO JOB</b> Standard: Demonstrates skills of knowledge in performance of duties; performs duties with accuracy and thoroughness; follows written and oral instruction in performance of job; maintains high standards of neatness and appearance.</p>	
<p><b>2. QUANTITY OF WORK</b> Standard: Completes required work in the allotted time.</p>	
<p><b>3. RELATIONSHIP WITH PEOPLE</b> Standard: Cooperates with supervisors and co-workers; observes established channel of communication; interacts with students, other employees, and the public in a courteous, helpful manner.</p>	
<p><b>4. WORK ATTITUDES / ROLE RESPONSIBILITY</b> Standard: Demonstrates initiative and interest in work; accepts suggestions for improved work performance; accepts responsibility; endeavors to improve work techniques; accepts changes and new procedures; complies with District policies and procedures, including confidentiality of information; observes safety rules.</p>	
<p><b>5. ATTENDANCE; PUNCTUALITY / ATTENDANCE / DEPENDABILITY</b> Standard: Is on duty where and when assigned; handles duties well in absence of supervision.</p>	
<p><b>6. SUPERVISORY ABILITY (only for employees who supervise)</b> Standard: Demonstrates skills and knowledge in planning and directing the work of others.</p>	

Evaluator's Signature: \_\_\_\_\_ Title: Principal Date: \_\_\_\_\_

Employee's Comments: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature by the employee does not necessarily indicate agreement with all factors of the evaluation.)

You have ten (10) days from receipt of this appraisal to make any signed written comments you wish, which will be attached to the appraisal and placed in your personnel file.

Distribution: Personnel File  
Principal  
Employee

**GRIEVANCE FORM – CSEA Chapter 570, Mark West Union School District**

Filing Date: \_\_\_\_\_ Date of Informal Conference: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_ Date of Informal Decision: \_\_\_\_\_

Grievant's Classification: \_\_\_\_\_ Name of Supervisor: \_\_\_\_\_

Formal Grievance Level:  Level 1     Level 2     Level 3     Level 4     Level 5  
*(For information about the grievance resolution procedure and deadlines, refer to Article V.)*

Specific Contract article(s) that the grievant alleges has been violated, misapplied, or misinterpreted:

\_\_\_\_\_  
\_\_\_\_\_

Date of alleged violation: \_\_\_\_\_

Date grievant knew, or reasonably should have known, of the circumstances that form the basis for the grievance: \_\_\_\_\_

Explain the nature of the alleged violation (use a separate sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Explain the requested remedy/reason for appeal if applicable (use a separate sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CSEA Representative: \_\_\_\_\_ Date: \_\_\_\_\_

District's Decision (use a separate sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_