

AGREEMENT

By and Between

MARK WEST UNION SCHOOL DISTRICT

and

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

November 1, 2021 – October 31, 2024

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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
Assistant to Assistant Superintendent of Educational Services
Bus Driver
Campus Supervisor
Charter Attendance Clerk
Computer Technician
Crossing Guard
Custodian
Data Entry Clerk
District Data Integration Specialist
Field Trip Coordinator
Food Service Cashier
Food Service Worker
Groundskeeper/Maintenance
Head Bus Driver
Head Custodian
Health Care Assistant
Individual Support Assistant Paraeducator
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
Speech and Language Pathology Assistant
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

ORGANIZATIONAL SECURITY

1. Any unit member who has chosen to become a dues paying member of the Association may sign and deliver to their Association representative 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. The Association shall be responsible for maintaining these individual employee authorizations and for processing employee requests to cancel or change these authorizations. The Association shall inform the District which employees have authorized deductions.

Pursuant to such authorization information provided by the Association, the Board shall deduct monthly dues from the regular salary check of the unit member each month. The District will begin deducting dues from employee paychecks beginning the payroll following receipt of the authorization information from the Association. The monthly dues amount to be deducted from

employee paychecks shall be determined by the Association and shall be communicated to the District. The Board shall rely on information provided by the Association regarding whether deductions for the Association were properly canceled or changed, and the Association shall indemnify the District for any claims made by the employee for deductions made in reliance on that information.

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

3. The Association agrees to furnish any information needed by the Board to fulfill the provisions of this Article.

4. 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.

5. The District shall not deter, discourage, or threaten reprisals on employees for becoming or remaining union members.

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

1. The District shall provide a safe working environment for all unit members, conforming and complying with all health, safety, and sanitation requirements made mandatory by State or Federal law. All unit members will cooperate in maintaining such an environment.
2. Unit members will report through the current reporting system any unsafe working conditions. These reports are sent to the Maintenance and Operations Department, who shall determine how to respond to the report.
3. Unit members shall not be subject to reprisals of any form as a result of reporting any working condition believed to be unsafe.
4. Unit members shall immediately report any accident in which an injury or potential injury exists to their immediate supervisor. Unit members are responsible for filing any necessary reports.
5. Safety equipment which is required by the District shall be provided at District expense.

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. 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 affected 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 the 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 or 130 days of paid service, whichever is longer. 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. All unit members hired on or after November 1, 2021 shall serve a probationary period of 130 days of paid service or six (6) months, whichever is longer.

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 committees 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 employee 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.

Years of Service	Vacation Days Accrued for Full-Time, 12 Month Employees
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 representatives 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, as provided in section 4 of this Article, 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, as provided in section 4 of this Article;

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. 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.

10. 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.

11. Parental Leave:

a. Definition of Parental Leave: For the purposes of this Article, “parental leave” is defined as “leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.”

b. Eligibility for Parental Leave

1. All full-time and part-time employees who have been employed for 12 months with the Employer are entitled to utilize parental leave.
2. There is no threshold number of hours that part-time employees, as well as full-time employees, must work in order to be eligible for this parental leave.

c. General Provisions

1. All employees who meet the eligibility requirements in Section 2 a, are entitled to 12 workweeks of parental leave in any 12-month period.
2. When both parents of the child are employed by the Employer, the parents will be limited to a total of 12 workweeks of parental leave between the two of them.
3. The employee is entitled to take parental leave in intermittent periods of at least two weeks within the 12-month period, except the employee may take a leave of less than two weeks' duration on any two occasions or more with prior District approval. The aggregate amount of parental leave taken shall not exceed 12 workweeks in the 12-month period.
4. If a school year concludes before the 12-workweek period is exhausted, the employee may take the balance of the 12-workweek period in the subsequent school year.
5. The employee must first use his or her regular accrued paid sick leave, and then, when this accrued leave is exhausted, the employee is entitled to use differential pay sick leave, which shall not be less than 50% of the unit member's regular rate of pay, for the remainder of the 12 workweeks.
6. The employee is also entitled to use his or her vacation leave in taking parental leave, if the employee chooses to do so.

7. Paid parental leave under this Article runs concurrently with unpaid parental leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for a total of 12 workweeks during any 12-month period.
8. When all paid leaves have been exhausted, the employee is entitled to utilize unpaid leave for the remainder of the 12 workweeks.
9. An employee requesting such leave must make the request at least eight (8) weeks before the anticipated commencement of such leave. In the event that a specific date or time frame is not known – for example in the case of some adoptions or foster child placements – the employee will notify the site supervisor and Human Resources department of the possible need for leave and potential timeframes as much in advance as possible. Notice of the actual dates must be provided to the District once known.
10. This Section 11 is intended to implement the terms and conditions of Education Code Section 45196.1 and Government Code 12945.2, and further interpretations of these laws will apply.
12. Entitlement to Other Sick Leave: When an employee is absent from his/her duties on account of industrial or nonindustrial illness or accident for a period of five (5) months or less, the amount deducted from his/her salary due him/her 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.
13. 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/her 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/her position as verified by a physician's 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.

14. 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.

15. 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.

16. In-Service Training Leave: District mandated in-service training shall not result in loss of pay or benefits to the employee.

17. 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.

18. Unpaid Leaves: Each classified employee may be entitled to unpaid leave with the approval of the Board.

19. 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.

20. 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.

21. 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).

22. 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.
 - a. A unit member wishing to use the sick leave bank for serious illness or injury of a family member shall make such a request in writing to CSEA 570 and the Superintendent for consideration.
 - b. A “family member” is defined as an employee’s spouse, dependents, and parents or parents-in-law.
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 probable 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 fewer 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 30th and February 28th, 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, 2021, the District’s base contribution for medical, dental, and vision benefits shall not exceed \$1,079/month for each full-time bargaining unit member who has Kaiser or Blue Shield as his/her base medical plan. Effective July 1, 2022, the District’s base contribution for medical, dental, and vision benefits shall not exceed \$1,129/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:

	<u>July 1, 2021</u>	<u>July 1, 2022</u>
6 hours & over per day	\$1,079/month	\$1,129/month
Over 5 hours to 6 hours per day	\$809/month	\$847/month
Over 4 hours to 5 hours per day	\$701/month	\$734/month
4 hours per day (20 hours per week)	\$540/month	\$565/month
Less than 20 hours per week subject to carrier approval	\$0/month	\$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. 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.
3. Employees shall receive a salary warrant for each month worked.
4. Employees working out of classification who administer student testing for programs such as GATE and CELDT shall be paid \$15.00 per hour.
5. Classified employees attending an overnight classroom fieldtrip for the purpose of serving as an assistant for a student with identified needs shall be paid a stipend of \$200.00 per night for supervision.
6. 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.
7. 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. Progressive Discipline

Progressive discipline is a series of fair, consistent and timely corrective steps to improve employee performance through direct, honest, and constructive communication. Progressive discipline requires that the Employer attempts to correct an employee's conduct or work performance at the lowest effective level, and that increasingly severe steps are taken only when an employee fails to improve his/her conduct or work performance after being given a reasonable opportunity to do so.

The parties agree that discipline will be applied progressively, except when the alleged misconduct warrants more severe discipline. Examples of progressive discipline include, but are not limited to:

- a. Verbal counseling,
Verbal counselling shall occur as soon as possible when the supervisor first has knowledge of the employee's alleged infraction.
- b. Written warning,
Written warning shall be given to the employees as soon as possible when the supervisor first has knowledge of the employee's alleged infraction which is the same, similar or compounding issue to previous verbal waring.
- c. Letter of reprimand,
A letter of reprimand shall be given to the employee as soon as possible when the supervisor first has knowledge of the employee's alleged infraction which is the same, similar written warning.

d. Suspension without pay.
If the employee participated in conduct which is the same or similar to the conduct which resulted in a letter of reprimand, the employee may be subject to an unpaid suspension of no more than (five) 5 work days at the Superintendent's discretion. The employees shall be given the opportunity within three (3) business days to meet with the Superintendent. The Superintendent or designee decision shall be final.

e. Termination.

f. The unit member may file a written response within ten (10) days of receipt of any disciplinary warning or reprimand letter, which shall be attached to the disciplinary document. Written disciplinary documentation shall be placed in the unit member's personnel file.

2. 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 Section 2 d. 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 allowed to examine and cross-examine witnesses.

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

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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.

m. 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

- a. 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.
- b. Supervisor completes, dates, signs form and forwards to Superintendent with a copy to the applicant.
- c. If the Supervisor recommends disapproval, applicant may appeal to the Superintendent before any final decision is made regarding the request.
- d. 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.

- e. 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.
- f. 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 fourteen (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 XXIX

NEGOTIATIONS

In reopener years, if a party seeks to negotiate any article, 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

NONDISCRIMINATION

Neither the District nor CSEA shall discriminate against any employee in the unit on the basis of race, sex, creed, color, national origin, age, physical handicap, religion, sexual orientation, membership or non-membership in any employee organization, or for the lawful exercise of constitutional rights or rights under the Educational Employment Relation Act.

ARTICLE XXXI

DURATION

For the 2021-2022 year – Successor Agreement (Closed)

For the 2022-2023 year - Article XXI – Wages (Closed)
Article XVII – Health Insurance (Closed)
One (1) Article of each party’s choice (Closed)

For the 2023-2024 year - Article XXI – Wages
Article XVII – Health Insurance
One (1) Article of each party’s choice

Signature Page:

DISTRICT:

Mark West Union School District

Date: _____

By: _____

Ron Calloway, Superintendent

Date: _____

By: _____

Regina Cuculich, Associate Superintendent

ASSOCIATION:

Mark West Chapter No. 570
California School Employees Association

Date: _____

By: _____

Kellie Wood, Chapter 570 President

Date: _____

By: _____

Leslie Perry, Labor Representative