

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MUROC JOINT UNIFIED SCHOOL DISTRICT

AND

CSEA AND ITS CHAPTER #340



2017-2020

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CSEA CONTRACT

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>PAGE</u> |
|--|--------------------|
| I. RECOGNITION | 1 |
| II. NON DISCRIMINATION..... | 2 |
| III. PAY AND ALLOWANCES..... | 3 |
| IV. HEALTH AND WELFARE BENEFITS..... | 6 |
| V. HOURS AND OVERTIME..... | 8 |
| VI. HOLIDAYS | 11 |
| VII. VACATION PLAN..... | 12 |
| VIII. LEAVES OF ABSENCE..... | 14 |
| IX. EVALUATION PROCEDURES | 20 |
| X. PERSONNEL FILES..... | 21 |
| XI. DISCIPLINE OF PERMANENT CLASSIFIED EMPLOYEES | 22 |
| XII. HIRING | 24 |
| XIII. PLACEMENT | 25 |
| XIV. LAYOFF AND REEMPLOYMENT | 27 |
| XV. SAFETY | 29 |
| XVI. ORGANIZATIONAL RIGHTS | 30 |
| XVII. GRIEVANCE PROCEDURE..... | 33 |
| XVIII. CONCLUSION..... | 37 |
| APPENDIX A (SALARY SCHEDULES) | 40 |
| APPENDIX B (JOB FAMILIES) | 42 |
| APPENDIX C (FAMILY & MEDICAL LEAVE ACT RESOURCES)..... | 43 |

ARTICLE I
RECOGNITION

1
2
3 A. **ACKNOWLEDGEMENT:** The Board of Trustees of the Muroc Joint Unified School District,
4 hereinafter known as the "District" hereby acknowledges that the California School
5 Employees Association and its Chapter #340 hereinafter known as the "Association" or
6 "CSEA" is the exclusive bargaining representative for all classified employees.

7 B. **EXCLUSION:** All supervisory, management, and confidential, all substitutes, summer
8 recreation program employees, full-time or part-time, students employed part-time or
9 short term, are excluded from the unit.

10 1. Confidential employees are defined per Government Code section 3540.1 and
11 include, but are not limited to, the District's Chief Business Officer/Personnel
12 Secretary and Superintendent's Secretary.

13 Government Code section 3540.1(c) provides: "Confidential employee" means an
14 employee who is required to develop or present management positions with respect to
15 employer-employee relations or whose duties normally require access to confidential
16 information that is used to contribute significantly to the development of management
17 positions.
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE II
NON DISCRIMINATION

- A. **DISCRIMINATION PROHIBITED:** No employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion or marital status, and to the extent prohibited by law, no person shall be discriminated against because of age, sex or physical handicap. The parties agree and understand that the responsibility for an affirmative action plan rests with the employer.
- B. **NO DISCRIMINATION ON ACCOUNT OF CSEA ACTIVITY:** Neither the District nor the Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in CSEA activity.

ARTICLE III
PAY AND ALLOWANCES

- 1
- 2
- 3 A. **PLACEMENT ON SALARY SCHEDULE:** The anniversary date for placement on the salary
4 schedule shall be July 1 of each year for all employees. A year of service for placement
5 shall mean the employee has worked a minimum of seventy-five percent (75%) of the
6 preceding school year (195 days including holidays, irrespective of the hours worked), or
7 seventy-five percent (75%) of the employee's classification work year (159 days for
8 student calendared employees is the minimum) prior to July 1. At the completion of the
9 twentieth (20th) year of actual service to the District, the employee will receive an
10 additional two percent (2%); after the completion of the twenty-fifth (25th) year of actual
11 service, the employee will receive an additional one-half percent (½%) to equal two and
12 one-half (2½%); and after the completion of the thirtieth (30th) year of actual service, the
13 employee will receive an additional one-half percent (½%) to equal three percent (3%).
14 At the completion of the twentieth (20th) year of actual service to the District, food service
15 and campus aide employees shall receive an additional three percent (3%).
- 16 B. **REGULAR RATE OF PAY:** The regular rate of pay for each position in the bargaining unit
17 shall be in accordance with the rates established for each class on the salary schedule,
18 which is attached hereto and by reference incorporated as part of this Agreement.
- 19 C. **SALARY SCHEDULE ADJUSTMENT:** The Classified Salary Schedule shall be increased by
20 2% for the 2017-2018 school year, effective July 1, 2017. In addition to the two percent
21 (2%) on-schedule increase, effective July 1, 2017, a two percent (2%) off-schedule bonus
22 shall be paid for the 2017-18 school year.
- 23 D. **PAYCHECKS:** All regular paychecks of employees in the bargaining unit shall be issued
24 monthly on the last regular workday of the month. Overtime and extra time will be issued
25 on a separate check.
- 26 E. **PAYROLL ERRORS:** Any payroll error resulting in insufficient payment for an employee in
27 the bargaining unit shall be corrected, and a supplemental check issued, not later than five
28 (5) workdays after the employee provides notice to the Payroll Department.
- F. **LOST OR UNDELIVERED PAYCHECK:** Any paycheck for an employee which is lost or not
delivered by the District shall be replaced within five (5) workdays following the
employee's written affidavit that the paycheck has been lost or not delivered. If lost by
the employee, the check will be replaced in an expedient manner in accordance with the
procedures of the County Auditor Controller.
- G. **MILEAGE:** Unit members shall be reimbursed according to the following guidelines:
1. Bargaining unit members whose work assignment requires travel will either be
furnished transportation or be reimbursed for all mileage incurred other than mileage
to and from home and the primary work station. Reimbursement shall be set at the
allowable mileage rate as determined by the Internal Revenue Service regulations for
travel by personal auto. All reimbursement claims shall be filed on forms supplied by
the District and approved by the supervisor.
 2. An employee who utilizes a private vehicle in the course of official duties shall have
in his/her possession a valid California Driver's License and carry current automobile
insurance with at least minimum coverage for public liability and property damage as
specified by the State of California.

1 3. Car pools are to be arranged when two (2) or more employees are being transported
2 in privately owned automobiles to the same destination, when practical.

3 H. **MEALS:** Bargaining unit members, who as a result of work assignment must have meals
4 or lodging away from the District, shall be reimbursed reasonable and necessary expenses
5 providing (a) written pre-approval of the supervisor is provided, and (b) receipts are
6 submitted.

7 1. Employees on travel status for less than twenty-four (24) hours must depart prior to
8 7:00 a.m. or return after 6:00 p.m. in order to claim a meal allowance for breakfast
9 or dinner.

10 2. Lunch claims may be made when such employees must depart two (2) hours before
11 and return two (2) hours after their regularly scheduled lunch period.

12 3. Where a group receipt is submitted, names of unit members will be written on that
13 receipt.

14 4. All reimbursement claims shall be filed on forms supplied by the District. No
15 reimbursement shall be made unless receipts are attached to the claim form.

16 5. Sales tax and a maximum of fifteen (15%) tip may be added to the claims.

17 I. **OUT-OF-CLASSIFICATION WORK:** All work performed out-of-classification will be in
18 accordance with the Education Code.

19 J. **PROMOTION/DOWNGRADE RECLASSIFICATION:** When an employee receives a
20 promotion, the employee will retain their longevity steps to a maximum of a ten percent
21 (10%) salary increase. When advancing three (3) or more classifications on the salary
22 schedule and the new placement does not result in a minimum ten percent (10%) salary
23 increase, the employee shall be placed at the next highest step. When an employee
24 moves or changes to a lower job classification or job family, the employee shall not suffer
25 a loss of salary steps when placed at the lower classification/family. Effective August 1,
26 1991, when an employee returns to a related or lower classification previously held, the
27 employee shall be placed on the step they would have attained had they continued in that
28 lower classification.

K. **UNIFORMS:** The District shall pay the cost of the purchase, lease, rental, cleaning and
maintenance of uniforms and equipment when required by the District to be worn or used
by bargaining unit employees. Reimbursement for required safety equipment shall be at a
rate established by the Board, up to a maximum of one hundred dollars (\$100.00).

L. **TOOLS:** The District agrees to provide all tools, equipment and supplies reasonably
necessary for performance of duties assigned. District tools are not to be used for any
purpose other than District business.

M. **PHYSICAL EXAMINATIONS:** When a bargaining unit employee is required to submit to
a physical examination for continuance in employment, the District shall provide the
required examination with a physician of the District's choice. Bargaining unit employees,
by written request, may use a physician of their choosing, but will be reimbursed only the
amount the physician selected by the District would have charged. To the extent
reasonably possible, the District will attempt to send employees to physicians for proof of
freedom from tuberculosis during the employee's duty hours. The District will provide
mileage reimbursement to and from the physician's office, unless District vehicle is
provided.

1 N. **LICENSING/CERTIFICATION**: When bargaining unit employees are required by law to
2 retain licenses and/or certification for continuance of employment, District shall assume
3 financial responsibility for employee time.

4 O. **IN-SERVICE TRAINING PROGRAMS**: The District, when it deems necessary, may
5 provide a program of in-service training for employees in the bargaining unit designed to
6 maintain a high standard of performance and to increase the skills of employees in the
7 bargaining unit.

8 P. **IN-SERVICE TRAINING TIME**: If the District determines an in-service training program
9 is necessary, those employees required to attend will be given paid release time for only
10 the hours of the actual in-service training and actual travel time as determined by the
11 supervisor/District.

12 Q. **EDUCATION INCENTIVE PAY**: The established pay schedule is as follows:

- 13 1. Pay at the rate of fifty dollars (\$50.00) per month, prorated for less than eight (8)
14 hours, for each ten (10) college semester credits or approved equivalent, not to
15 exceed sixty (60) college semester credits.
 - 16 2. All courses must be approved by the District prior to enrollment in order to receive
17 educational incentive pay for college semester credits completed.
 - 18 3. Adult education courses, approved by the District, will be equated to college
19 semester credits.
 - 20 4. Job-related workshops and seminars, paid for by the unit member and approved by
21 the District, will be acceptable for college credit, on the basis of eighteen (18) hours
22 equals one (1) college semester credit.
- 23
24
25
26
27
28

1 **ARTICLE IV**
2 **HEALTH AND WELFARE BENEFITS**

- 3 A. The District will maintain the current cap of one thousand, one hundred one dollars and
4 thirty cents (\$1,101.30) per month for health and welfare benefits. Any premiums above
5 \$1,101.30 per month will be deducted from each employee's monthly salary warrant.
- 6 B. The proration of the premium paid by the District for the above specified programs shall be
7 based on the ratio of hours of the employee's regular work hours per day, days per week,
8 weeks per month, or months per year that bear to eight (8) hours per day, forty (40)
9 hours per workweek, for twelve (12) calendar months during the school year. The
10 minimum assignment which qualifies an employee for the health and welfare benefits
11 specified under the provisions of this Article is four (4) hours per day, five (5) days per
12 week.
- 13 C. The Association shall have the right to select the provider, plan, and/or coverage of the
14 specific benefits during the term of this Agreement.
- 15 1. Any change of provider(s) and/or coverage(s) shall not result in an increase in
16 premium(s) to be paid for by the District during any school year;
- 17 2. There shall be no change of provider(s) and/or coverage(s) without thirty (30) days
18 prior written notification to the District;
- 19 D. No in-lieu payments or contributions to programs other than those which the District
20 provides above shall be made by the District for any eligible employee who elects not to
21 subscribe to the benefits provided by this Article.
- 22 E. Employees on Board-approved unpaid leaves of absence shall have the option to receive
23 District insurance coverage for the period of the leaves upon reimbursement to the District
24 as long as the practice is allowed by the fringe benefit provider(s).
- 25 1. Employees who are employed subsequent to the first day of the school year shall
26 have insurance benefits commence on the first day of the month following the date of
27 employment.
- 28 2. Employees whose employment is terminated prior to the close of the school year
shall be covered by the District's insurance programs to the end of the payroll period
in which the termination occurs.
- F. While an employee may retire earlier under the Public Employee Retirement System, an
employee covered by this Agreement who retires under the provisions of CalPERS at age
fifty-five (55) or older with ten (10) or more consecutive years of paid service to the
District, immediately prior to the date of retirement, shall receive the medical and dental
benefits coverage in effect at the time of retirement. An employee may retire at age fifty
(50) with twenty (20) years of service and receive this benefit. For each year in between
fifty (50) and fifty-five (55) years of age, deduct two (2) years of required service (i.e.,
51/18; 52/16; 53/14; and 54/12 years).
1. The benefit shall continue in effect until age sixty-five (65) or until becoming eligible
for other health and welfare benefits (e.g., Social Security, Medicare A or National
Health Insurance if enacted).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2. The District's contribution for retirees shall be no more than the monthly contribution the District is contributing for "active" employees of the District. Any premium increase(s) above the monthly contribution the District is contributing for "active" employees of the District shall be paid by the retiree each month in order to maintain the benefits specified under this Article.
 3. The term "eligible" shall mean the attainment of the age at which the employee may apply for retirement benefits.
 4. For employees who are not guaranteed this eligibility for District-paid benefits, the employee may elect, with the approval of the insurance carrier(s), to continue the health and welfare benefit coverage upon making direct payment to the District.
 5. A two-year Golden Handshake will be offered to eligible employees in accordance with Public Employees Retirement System (CalPERS) rules and regulations. Eligible employees must submit their resignation, on or before December 31st of the school year the unit member is going to retire, to be effective at the end of the Golden Handshake "window", which last day will not be sooner than June 30th of any school year. Resignations may be rescinded if the Golden Handshake is determined by the County to not be a financial cost savings to the District.
- G. All hours worked by an employee of the District in a Campus Aide classification shall be counted towards the District's contribution for health and welfare benefit insurance programs as specified under this Article.

ARTICLE V
HOURS AND OVERTIME

- 1
- 2
- 3 A. **WORKWEEK:** The workweek for full-time employees shall consist of five (5) eight-hour
- 4 (8) consecutive days or forty (40) hours per week.
- 5 1. This Article shall not restrict the extension of the regular workday or workweek on an
- 6 overtime basis when such is necessary to carry on the business of the District.
- 7 2. The District may establish new positions with irregular workweeks according to
- 8 contractual obligations in order to meet emergency situations, security needs, or for
- 9 work which cannot be performed within a regular workweek.
- 10 3. "Hours worked" shall be defined as all time an employee is required to be on duty or
- 11 on District's premises, or at a prescribed work place for District, and all time during
- 12 which the employee is "suffered or permitted" to work for the District. It includes
- 13 any work that the employee performs on or away from the premises, if the
- 14 immediate supervisor knows, or has reason to believe, the work is being performed.
- 15 B. **WORKDAY:** The length of the workday shall be designated by the District for each
- 16 classified assignment. Each bargaining unit employee will be assigned an ascertainable
- 17 minimum number of hours. Employees assigned to work a shift other than their daily
- 18 assigned shift will be afforded the opportunity to work their minimum number of hours.
- 19 Employees shall not indiscriminately have their regular assigned work shift times adjusted
- 20 to avoid overtime. In the event that District needs necessitate an occasional change in
- 21 shift, a two (2) week notification will be given to employee. These assignments will be
- 22 distributed as equally as practical among employees in the bargaining unit, within
- 23 classification.
- 24 1. The length of the workday and work year for campus aides shall be established by
- 25 the District prior to the start of each school year. The workday and work year for
- 26 campus aides may be modified by the District during the school year in order to
- 27 accommodate District schedules and educational program needs.
- 28 a. CSEA shall be given written notice in the event the District intends to modify
- the workday and work year for campus aides after the start of each school
- year. The Association may request to negotiate the effects of such modification
- by giving the District written notice.
- C. **ADJUSTMENT OF ASSIGNED TIME:** Any part-time employee who works a minimum of
- thirty (30) minutes per day in excess of his/her assignment for a period of twenty (20)
- consecutive workdays or more, shall have his/her basic assignment changed to reflect the
- longer hours in order to acquire fringe benefits on a properly prorated basis.
- D. **INCREASE IN HOURS:** When the District designates that a less than full-time position
- shall be increased in hours, the incumbent will have first choice prior to the posting.
- E. **LUNCH PERIODS:** Except in unusual circumstances, all full-time employees covered by
- this Agreement shall be entitled to an uninterrupted lunch period after the employee has
- been on duty for approximately four (4) consecutive hours.
1. The length of time for such lunch period shall be for a period of not less than one-half
- hour.

1 2. When possible, the District will schedule the lunch period at or about the mid-point of
2 each work shift.

3 3. Should an employee, for any emergency, work his/her full schedule without a lunch
4 period, he/she will be compensated at the rate of time and one-half for the one-half
5 hour lunch period, unless released from service early to compensate for the lost
6 lunch period.

7 F. **REST PERIODS:** All bargaining unit employees shall be granted fifteen-minute (15) rest
8 periods which, insofar as practicable, shall be in the middle of each four-hour (4) work
9 period.

10 G. **REST FACILITIES:** The District shall make available lunchroom, restroom and lavatory
11 facilities for classified employees' use.

12 H. **OVERTIME:** Overtime shall be paid at the rate of time and one-half an employee's rate of
13 pay, when an employee is required by management to work:

14 1. More than eight (8) hours in one (1) workday;

15 2. More than forty (40) hours in one (1) workweek;

16 3. A sixth (6th) consecutive workday for employees whose work schedule is more than
17 four (4) hours per day, five (5) days per week;

18 4. A seventh (7th) consecutive workday for employees whose work schedule is less than
19 four (4) hours per day, five (5) days per week;

20 5. Pay for all hours on the seventh (7th) consecutive workday shall be two (2) times the
21 employee's hourly rate, with the exception of employees outlined in paragraph 4.

22 I. **SPLIT SHIFT DIFFERENTIAL COMPENSATION:** Employees in the bargaining unit
23 whose assigned shift contains one or more periods of unpaid time, whose total exceeds
24 three (3) hours, shall be paid a shift differential of fifty cents (.50¢) per hour above the
25 regular rate of pay for all hours worked.

26 J. **SHIFT DIFFERENTIAL COMPENSATION:** Employees of the bargaining unit, whose
27 major portion of their regularly assigned scheduled work shift is after 3:00 p.m., shall be
28 paid a shift differential of fifty cents (.50¢) per hour for all hours worked.

1. Any employee who received a shift differential premium on the basis of his/her shift
shall suffer no reduction in pay when assigned less than twenty (20) days to day
shift.

2. Summer day shift assignments shall be paid at the regular day shift rate.

K. **OVERTIME DISTRIBUTION:** Overtime shall be distributed as equally as is practical
among employees in the bargaining unit within classification.

L. **MINIMUM CALL-IN TIME:** Any employee in the bargaining unit called in to work on a
day when the employee is not scheduled to work shall be compensated a minimum of two
(2) hours at his/her appropriate rate of pay.

M. **CALL BACK TIME:** Any employee called back to work after completion of his/her regular
assignment shall be compensated for a minimum of two (2) hours at the appropriate rate
for his/her position.

1 N. **STANDBY TIME:** All standby time shall be considered as regular hours worked and shall
2 be compensated on a straight time or overtime basis as are other hours worked under this
3 Agreement. Article III, paragraphs H and I are waived while on standby or in paid status.

4 O. **STUDENT FREE DAY:** On the student free day, commonly scheduled in October by the
5 District, bargaining unit employees on student calendar schedule at the affected site shall
6 have the following options:

- 7 1. work an equal number of hours as normally scheduled;
- 8 2. take Personal Leave;
- 9 3. take Vacation Leave, if vested;
- 10 4. take Leave Without Pay.

11 The supervisor shall send notice to employees for verification of chosen option.

12 P. **VOLUNTEERS:**

13 1. Pursuant to Education Code, Article 3, Section 35021, the District shall not abolish
14 any of its classified positions and utilize volunteer aides in lieu of classified
15 employees who are laid off as a result of the abolition of a position. The District shall
16 not refuse to employ a person in a vacant classified position and use volunteer aides
17 in lieu of filling the classified position.

18 2. Subject to the Association's prior approval, the District may use volunteers to
19 enhance its educational program, but not to permit displacement of classified
20 employees or utilize in lieu of normal employee requirements.

ARTICLE VI
HOLIDAYS

1
2
3 A. **SCHEDULED HOLIDAYS:** Employees in the bargaining unit shall be allowed the following thirteen (13) holidays:

- 4 1. New Year's Day, January 1
- 5 2. Martin Luther King Jr.'s Birthday (third Monday in January)
- 6 3. Lincoln's Birthday
- 7 4. Presidents' Day (third Monday in February)
- 8 5. The Friday of Spring Recess
- 9 6. Memorial Day (last Monday in May)
- 10 7. Independence Day, July 4
- 11 8. Labor Day (first Monday in September)
- 12 9. Veterans Day, November 11
- 13 10. Thanksgiving Day
- 14 11. The Friday following Thanksgiving
- 15 12. Admission Day to be taken December 24
- 16 13. Christmas, December 25

17 Employees will also receive six (6) additional paid days off during Winter Break, scheduled at the discretion of the employee's supervisor.

18 B. **ADDITIONAL HOLIDAYS:** Every day declared by the President or Governor of the State of California as a public fast, mourning, thanksgiving or holiday, shall be a paid holiday for all employees in the bargaining unit if observed by the District. Unit members shall receive any additional days granted by the District as paid holidays.

19 C. **HOLIDAYS ON SATURDAY OR SUNDAY:**

- 20 1. If the holiday falls on Saturday, the holiday will be on Friday.
- 21 2. If the holiday falls on Sunday, the holiday will be on Monday.
- 22 3. The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

23 D. **HOLIDAY ELIGIBILITY:** An employee must be in paid status on the workday immediately preceding or succeeding the holiday to be paid for the holiday. Employees in the bargaining unit, who are not normally assigned to duty during the school holidays of December 25 and January 1, shall be paid for those holidays provided they were in a paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday period.

24 E. **MINIMUM DAY:** A minimum day will be observed on the day immediately preceding Winter Break. Employees will be dismissed by their supervisor at the completion of their essential duties that day.

25
26
27
28

1 carry-over beyond the maximum amounts stipulated within this Article shall be paid for in
2 cash at the end of July. This stipulation may be waived with prior approval of the
3 Superintendent, after written request by the employee. The District shall notice
4 employees of any unused vacation time accrued from the school year by May 1st, in
5 addition employees shall be provided with a form to either elect to carry over remaining
6 vacation time or be paid in cash.

7 H. **HOLIDAYS:** When a holiday falls during the scheduled vacation of any bargaining unit
8 employee, the holiday will not require the use of a vacation day.

9 I. **INTERRUPTION OF VACATION:** A permanent employee of the bargaining unit may be
10 permitted to interrupt or terminate vacation leave in order to begin another type of paid
11 leave without a return to active service provided the District approves the employee's
12 request. Adequate written notification of the request with supporting relevant information
13 is required.
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 7. The District may require verification of illness following any utilization of sick leave.

2 8. **BONUS DAYS:** A bargaining unit member that has not used any sick leave during
3 the school year (fiscal year) shall be entitled to one bonus day of vacation for the
4 following school year. The bonus day must have prior supervisor approval. Bonus
5 days shall not be cumulative and shall not be used as vacation pay out. This
incentive will be reviewed annually to determine cost effectiveness. If it is
determined by the District to have a negative impact on the District budget, the
incentive of the bonus days will be discontinued.

6 B. **STATE DISABILITY INSURANCE (SDI):** It is agreed that the Association membership
7 shall participate in the State of California Disability Insurance Program (SDI). This
8 program is sponsored by the Employment Development Department (EDD) of the State of
California. The Association and the District hereby agree as follows:

9 1. The EDD shall be responsible for the determination as to fees and benefits covered
10 under this Agreement. It is agreed that all inquiries (except for securing the
necessary enrollment form) shall be directed to the EDD.

11 2. The Association agrees to recognize that all SDI procedures, formula calculations,
12 requirements, etc., are at the discretion of EDD, and the Association shall therefore
13 indemnify and hold harmless the District from all related challenges, inquiries, and/or
fees incurred from said challenges. The Association will provide the defense and
control of any such litigation.

14 3. The Association and the District agree that implementation of this program shall
commence on January 1, 1991, or as soon as possible thereafter.

15 4. The Association agrees that participation in the SDI program shall be 100%
16 (inclusive) of its membership and that the Association will provide to the District
17 verification of an election conducted by the State Mediation Service wherein fifty
18 percent (50%) plus one (1) of all bargaining unit members vote in favor of
participating in and implementing SDI. It is understood that this verification will
warrant the District's participation in the deduction of members' dues and/or
service/administrative fees charged to the Association.

19 5. The Association and the District agree that the employee may coordinate the use of
20 SDI and their accumulated sick leave not to exceed fifty percent (50%) coordination.

21 6. The responsibility of formulating and providing the required information to EDD shall
22 be the sole responsibility of the employee. The District shall provide all necessary
23 information to EDD and the employee in order to facilitate the eligibility of the
24 employee for SDI as provided under the provisions of this Article. In no event shall
personnel of the District incur any increased or additional work load because of the
employee's utilization and coordination of these benefits as described herein.

25 7. The Association agrees that all contributions including any administrative service fees
are to be made through payroll deductions of the Association membership.

26 C. **PERSONAL NECESSITY LEAVE:** Employees may request to utilize personal necessity
27 leave as follows:

28 1. Personal necessity leave shall be granted for any business which is personal:
personal business or professional service which cannot be accomplished without time
away from the job.

- 1 2. Personal necessity leave may be granted, upon request, for that portion of a workday
2 required to cover emergency occasions that are unavoidable and of a serious nature
3 involving circumstances which the employee cannot be expected to disregard and
4 which may not be conducted at a time other than regular work hours.
- 5 3. Employees shall make a written request for permission to take a personal necessity
6 leave at least two (2) days in advance of the day on which the personal necessity
7 leave is intended to be taken. If the need to utilize personal necessity leave is not
8 known to the employee within the two-day notice requirement, the written request
9 shall be made as much in advance as possible. If, due to circumstances beyond the
10 employee's control, it is impossible to request advance permission and the employee
11 determines to take time off, the employee shall give verbal notice to the supervisor,
12 principal or Superintendent, and shall file the leave request immediately upon return
13 to duty. The request shall specify the reason for the inability to file an advance
14 notice along with appropriate supporting documents, if any.
 - 15 a. The Superintendent or his designee shall grant or deny requests for personal
16 necessity leave.
 - 17 b. The request for such leave shall be on the form specified by the District, dated
18 and signed by the employee.
 - 19 c. If the request is granted, the time off shall be charged to the employee in the
20 same manner as sick leave.
 - 21 d. If the request is not granted, the employee shall not be eligible to take leave.

22 D. **BEREAVEMENT LEAVE:** Every employee shall be entitled to five (5) days in-state or five
23 (5) days out-of-state of paid noncumulative leave of absence, because of the death of any
24 member of the employee's immediate family. "Immediate family" is defined as in
25 Paragraph K, below.

- 26 1. The District shall require the use of bereavement leave before personal necessity
27 leave days are used for purposes allowed in this paragraph.
- 28 2. Bereavement leave shall not be deducted from sick leave.
1. Except in extenuating circumstances approved by the Superintendent, bereavement
leave shall be taken on consecutive days and within thirty (30) days of the family
member's death.

2. **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:** In the event that an employee is injured
while on the job, the employee is entitled to Workers' Compensation benefits. In addition,
an employee shall be eligible to industrial accident or illness leave for any job-related
accident or illness in the amount of up to ninety (90) days during which the schools of the
District are required to be in session or when the employee would otherwise have been
performing work for the District in any one (1) fiscal year for the same accident. This
additional benefit is only available to employees who have completed eighteen (18) months
of continuous paid service. All service of an employee prior to the effective date of this
section shall be credited in determining compliance with the requirement.

1. Such benefits shall be in addition to other sick leave benefits provided by the District.
2. When entitlement to this leave has been exhausted, other sick leave shall be utilized.

3. Employee shall report all job-related injuries and illness to the District within twenty-four (24) hours of the occurrence, regardless of whether or not medical attention is required or whether or not time is lost from work. In the event the employee's injury or illness prevents the filing of the report within the time limit, the report shall be filed as soon as possible.
4. When an employee is absent from duty because of an industrial accident or illness, the employee shall be paid such portion of the salary due the employee for any month in which the absence occurs as, when added to temporary disability indemnity, will result in a payment of not more than the employee's full salary.
5. For each day that the employee is absent and receiving Workers' Compensation payments, the District shall charge the employee's available vacation or sick leave only for that portion of a day represented by the difference between the full day's pay and the amount of daily pay represented by the Workers' Compensation payment endorsed to the District.
6. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
7. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the employee's appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

F. **CHILD REARING LEAVE:** In the event an employee desires an unpaid leave of absence for preparation for the birth of a child, adoption of a child, or for continued child care after birth or adoption, the employee may apply for child rearing leave by submitting a written request to the Superintendent.

1. Such leave shall be granted at the discretion of the District and shall be considered as unrelated to any possible disability of the employee.
2. Time allowed for the leave under the provisions of paragraph E of this Article shall be for a maximum period of twelve (12) months or less depending on the circumstances of each individual involved.

G. **JURY LEAVE:** Each employee shall be entitled to paid leave for as many days of jury duty as are required of the employee by the court. The employee shall sign over or pay to the District any fees paid for jury duty minus expense and transportation allowances.

Employees are required to notify the District if they are dismissed from jury duty and are able to return to work. The employee shall be available to the District for work during the balance of his/her normal working day or week when not required to be in court for jury duty. For example: If an employee working eight (8) hours per day serves five (5) hours as a juror, he/she will only be required to work that number of hours which added to five (5) equals the employee's total work shift.

H. **MILITARY LEAVE:** An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

1 I. **GENERAL LEAVE:** An employee may apply for a leave of absence on an unpaid basis. The
2 District may, at its discretion, grant an unpaid leave to an employee. The length of the
leave, including its beginning and ending date, shall be specified by the District.

3 J. **VERIFICATION OF ABILITY TO RETURN TO WORK:** An employee absent under the
4 provisions of paragraphs A, E or F of this Article for five (5) or more consecutive days may
5 be required to provide acceptable verification of ability to return to work and render
6 services to the District prior to returning to work. The employee may be required to be
7 examined by a physician designated by the District and at the District's expense and
8 without deduction of any leave benefits of the employee.

9 1. Notwithstanding the provisions of this paragraph, an employee who is absent at any
10 time for surgery shall be required to furnish a physician's verification of the
11 employee's ability to return to work and render service to the Employer.

12 2. The provisions of paragraph J shall not apply to a child rearing leave where the
13 health status of the employee is not involved.

14 K. **IMMEDIATE FAMILY DEFINED:** For the purposes of this Article, immediate family shall
15 be defined as: mother, father, step-mother/father as legally appointed, grandmother,
16 grandfather or grandchild of the employee or the spouse of the employee, and the spouse,
17 son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, step-son, step-
18 daughter, sister, sister-in-law, step-brother or step-sister of the employee, or any relative
19 of the employee living in the immediate household of the employee.

20 1. Employees in the bargaining unit shall be entitled to bereavement leave for one (1)
21 individual who does not fall within the immediate family definition. Upon the
22 employee utilizing the leave, it shall be documented by the District Personnel office
23 and signed by employee for verification purposes.

24 L. **PROVISIONS FOR FRINGE BENEFITS:** Employees on paid leaves of absence shall have
25 health and welfare benefits as described in Article IV throughout the duration of the leave of
26 absence. Employees on unpaid leaves of absence may, as long as the practice is allowed by
27 the insurance company, continue their health and welfare program by advance payment to
28 the District the amount of money equal to the premiums for the various fringe benefits. If
advance payment is delayed, the District may withhold the appropriate sum from the
bargaining unit member's next regular paycheck, with notification to the employee.

M. **RETURN FROM LEAVE:** Upon return from sick leave, pregnancy, extended illness, or
industrial accident leaves, the employee shall be reinstated to the position held at the time
leave was taken, pursuant to Article XIII, Section A.

N. **STATUS OF LEAVE PROVISIONS:** This Article shall be considered to be the policy of the
Board of Trustees, adopted as required by the Education Code, concerning leaves of any
duration for any accident, illness or any other reason. The leaves in this Article shall be
granted only for the specific reasons and pursuant to the specific procedures of this Article.

O. **INCLEMENT WEATHER/DISASTER:** In the event of inclement weather or a disaster that
results in school closure, classified employees are required to report to work except those
employees who follow the student calendar, i.e., instructional aides, campus aides, food
service workers and bus drivers. If employees cannot travel to work safely, personal leave
or vacation leave must be taken. Employees who do not report to work may be allowed to
make up the day, with the supervisor's approval.

If the State Department of Education grants an attendance waiver for the day of non-
attendance due to inclement weather/disaster, the waiver will be extended to all

1 employees. Employees who work on an inclement weather/disaster day will receive
2 compensatory time for the hours actually worked (hour for hour). The compensatory time
may only be taken with the supervisor's prior approval.

- 3 P. **FAMILY & MEDICAL LEAVE ACT:** Resources for the Family & Medical Leave Act is
4 provided as Appendix C (Family & Medical Leave Act Resources).

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE IX**
2 **EVALUATION PROCEDURES**

- 3 A. Probationary employees shall have at least a written evaluation during each six (6) months
4 of the probationary period which shall not exceed one (1) year. Permanent classified
5 employees shall be evaluated annually before May 1 of each year. Any permanent
6 employee who accepts a promotion shall have a six-month (6) probationary period with an
7 additional evaluation. If a determination is made by the District during this six-month (6)
8 period that the employee will not be granted permanent status in the promoted position,
the employee shall be employed in the classification from which he or she was promoted.
An effort will be made to reinstate the employee to the prior position held. If the
employee voluntarily chooses to leave the new position, he/she will have no guarantee of
having another position in the District.
- 9 1. The formal written evaluation shall be made by the immediate supervisor who is not
10 a unit member and it shall be discussed with the employee. All campus aides shall
be evaluated by the site administrator.
- 11 2. Input to the evaluation from other than the evaluator may be solicited only from
12 sources who have direct knowledge of, or contact with, the evaluatee. If the
13 employee wishes to know the source of information in the evaluation that comes
14 from other than the evaluator, upon request, the evaluator shall reveal those
15 sources. Any complaint or incident from other sources that is reported to the
evaluator that may have a negative impact on the evaluation shall be brought to the
attention of the employee within thirty (30) calendar days of the complaint or
incident or thirty (30) calendar days from the time that the evaluator learned of the
complaint or incident.
- 16 B. The District and Association shall revise the evaluation form. The evaluation shall be made
17 on District forms provided for this purpose. Any negative evaluation shall include specific
recommendations for improvements.
- 18 1. The employee shall have the right to review and respond, within ten (10) days, in
19 writing, to an evaluation.
- 20 2. No adverse action shall be taken against an employee based upon evaluations which
are not contained in the employee's personnel file.
- 21 C. Permanent classification shall be attained on the first anniversary date of employment,
22 unless a shorter probationary period is specified in the employee's job description.
- 23 D. The right to formulate reasonable work rules is vested in the District, and the right to
24 discipline employees for violation of work rules is reserved solely to the District. The
provisions of paragraph D of this Article are not subject to the grievance procedure.
- 25
26
27
28

ARTICLE X
PERSONNEL FILES

1
2
3 A. Materials in personnel files which may serve as a basis for affecting an employee's
4 employment status shall be available for inspection by the employee or by a representative
designated in writing by the employee.

5 1. Ratings, reports or records which were obtained prior to the employment of the
6 employee or as otherwise excluded by law, shall be excluded from review by the
employee or the employee's representative.

7 2. Every employee shall be allowed to inspect the materials in the employee's personnel
8 file upon request, provided that the request is made at a time when such person is
not actually required to render services to the employing district.

9 B. Information of a derogatory nature, except information contained in an employee's
10 evaluation and information excluded from review by the employee pursuant to paragraph A
11 (1) above, shall not be entered or filed in the employee's personnel file unless and until
the employee is given notice and an opportunity to review and comment thereon.

12 1. The review shall take place during normal business hours, and the employee shall be
released from duty for this purpose without salary reduction.

13 2. An employee shall have the right to enter, and have attached to any derogatory
14 statement, the employee's own comments thereon within five (5) days of
notification.

15 C. Written complaints against employees shall be brought to the employee's attention and
16 considered by management for inclusion in the employee's personnel file.

17 If management determines to include the complaint in the employee's personnel file, the
18 employee shall be notified of the pending placement in the personnel file and shall be
allowed to file a response as provided in paragraph B (2) above.

19 D. The contents of an employee's personnel file shall be kept in the strictest confidence in
20 keeping with the appropriate provisions of the California Education and Government Codes.

1 **ARTICLE XI**
2 **DISCIPLINE OF PERMANENT CLASSIFIED EMPLOYEES**

3 A. **GROUND FOR DISCIPLINE:** Permanent classified employees of the District shall be
4 dismissed or otherwise disciplined for cause as provided herein:

- 5 1. Incompetency, below standard work performance, a pattern of inefficiency, or
6 continued negligence in the performance of the duties of the position.
- 7 2. Insubordination, including but not limited to, refusal to do reasonably assigned work,
8 or any other serious breach of discipline.
- 9 3. Discourteous, offensive or abusive conduct toward other employees, pupils or the
10 public.
- 11 4. Misuse or theft, destruction or mishandling of District property, or property of District
12 employees.
- 13 5. Offering anything of value, or any service, in exchange for special treatment in
14 connection with the employee's job or employment, or the accepting of anything of
15 value or any service in exchange for granting any special treatment to another
16 employee or to any member of the public.
- 17 6. Possession of opened alcoholic beverage containers or drinking alcoholic beverages
18 or being intoxicated while on the job; unauthorized use of narcotics or habit forming
19 drugs not prescribed by a licensed physician.
- 20 7. Engaging in political or personal activities during assigned hours of employment.
- 21 8. Conviction of any felony or crime carrying a penalty of imprisonment.
- 22 9. Conviction of a sex offense as defined in Education Code Section 44010.
- 23 10. Excessive, repeated or unexcused absence or tardiness.
- 24 11. Abuse of leave privileges.
- 25 12. Knowingly falsifying any information supplied to the District, including but not limited
26 to, information supplied on application forms, employment records and other records.
- 27 13. Persistent violation of, or refusal to obey, safety rules or other procedures made
28 applicable to the District by the Superintendent or by any appropriate state or
government agency.
14. Any willful failure of good conduct tending to injure the public service or its
reputation with particular regard to students.
15. Abandonment of position, which shall be interpreted to mean an absence without
continued notification in excess of one (1) day, except in a case of dire emergency.
16. Willful or persistent violation of District rules or procedures which have been made
known to the employee.

1 17. Failure to obtain or maintain any license, certificate, rating or other authorization
2 required by law, regulations or District policy for the position then held by the
employee.

3 B. **PROCEDURE FOR DISCIPLINE:** Prior to initiating dismissal or other disciplinary action,
4 the employee's supervisor shall, unless circumstances require immediate action, attempt
5 to meet with the employee to discuss the circumstances of the contemplated action and
6 permit the employee to comment on it and present the information on his/her behalf. If,
at the meeting with the supervisor, the employee determines that he/she wishes to meet
with the Superintendent, a meeting with the Superintendent or his designee (not the
employee's supervisor) shall be scheduled within five (5) workdays or as soon as possible.

7 1. Dismissal or other discipline of permanent classified employees, other than oral or
8 written reprimand, shall be instituted by serving upon the employee personally or by
9 certified mail a written notice of specific charges, a statement of his/her right to a
10 hearing before the Governing Board, and the right to representation and notice that
11 he/she may request a hearing before the Board by delivering a written request (a
form for which shall accompany the notice of charges) to the office of the
Superintendent no later than five (5) workdays after receipt of the statement of
charges.

12 a. At such hearing, the District shall have the burden of proving cause for
discipline.

13 b. The decision of the Board at such hearing shall be final and shall be provided to
14 the employee in writing.

15 2. If no timely request for hearing is received, the discipline or dismissal shall take
effect at the expiration of the time for filing the request.

16 3. If a hearing is requested within that time, the discipline or dismissal shall be stayed
17 until the Board's decision. If sustained by the Board, the discipline or dismissal shall
18 then be effective immediately unless the Board otherwise provides.

19 4. Where the Superintendent determines that the needs of the District so require,
20 he/she may order the suspension of the employee with or without pay pending a
21 request for hearing (if any) and pending completion of the hearing process. In such
cases, the Board shall determine, as part of any appeal, whether to sustain or
reverse the suspension and any denial of compensation.

22 5. No discipline shall be imposed for any cause arising more than two (2) years prior to
23 the notice of discipline or arising during the employee's probationary status;
24 provided, however, that this statute of limitations shall be suspended for that period
of time that the cause is unknown or cannot reasonably be presumed to be known to
the Governing Board or to the Superintendent of the District.

25 6. While a grievance may be filed alleging a violation of the procedural steps of this
26 Article, no grievance may be filed over the discipline imposed.
27
28

ARTICLE XII
HIRING

The District retains the right of hiring employees in all classifications.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE XIII**
2 **PLACEMENT**

3 A. **JOB SITE PLACEMENT:** The District retains the right to assign employees to work sites.

4 B. **VACANCY SELECTION:** When the District determines a vacancy exists, the District will:

- 5 1. Post the vacancy on bulletin boards in prominent locations at each District job site for
6 a period of five (5) workdays. The posting will include:
7 a. the job title;
8 b. a brief description of the position and duties;
9 c. the minimum qualifications required for the position;
10 d. primary job site, but may be assigned to work at other sites at the necessity of
11 the District (*positions posted as "District" positions are exempt from the*
12 *mileage provision of Article III, G*);
e. the number of hours per day;
f. regular assigned work shift times;
g. days per week;
h. months per year assigned to the position;
i. the salary range; and
j. the deadline for filing to fill the vacancy.

- 13 2. When filling District vacancies in recognized bargaining unit positions, the District
14 shall not recruit and/or advertise outside the District for the vacant position, when
15 there are three (3) qualified bargaining unit employees who apply and meet all of the
16 minimum qualifications for the posted bargaining unit position. The District retains
17 the right to establish and determine whether a unit member is "qualified" for a
18 vacant position. Additionally, to be considered "qualified", a unit member must
19 execute an affidavit agreeing to accept the position if offered. During the period of
20 June 1st through the second week of August postings shall adhere to the provisions
21 outlined in Subsection 1 of this Article and the district shall notify employees who
22 work positions are less than 12 months and 8 hours.

The District may recruit and/or advertise outside the District for vacant bargaining
unit positions in the event that there is less than three (3) qualified unit members, as
determined by the District, who apply for the vacant position.

21 C. **FILING:**

- 22 1. Any employee in the bargaining unit may file for the vacancy by submitting written
23 notice to the Personnel Department within the filing period.
24 2. Bargaining unit members shall be given first consideration in filling job vacancies.
25 3. An employee may leave with the Personnel Department a written request to be
26 considered for any vacancy when away from the District.

26 D. **SELECTION:**

- 27 1. The District retains the right to select all personnel for assignment within the District,
28 subject to contractual obligations.
2. The District retains the right to establish the qualifications, testing and selection
procedures for all personnel employed and/or assigned in the District.

- 1
2
3
3. If all qualifications and work records, work attendance and job requirements are equal, the employee with the greatest seniority will be selected. Should qualifications and seniority be equal, the District will select by lot.

4
5

E. **SUMMER SCHOOL SELECTION:**

- 6
7
8
1. Bargaining unit employees shall have preference to placement in summer school positions.
 2. Employees shall be chosen by seniority within classification.
 3. In the event there are no bargaining unit employees that apply within classification, the District shall follow the guidelines for placement as outlined in Article XIII.

9
10

F. **EXTRA TIME/SUBSTITUTING DURING SUMMER MONTHS:**

- 11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
1. Bargaining unit employees who work less than twelve (12) months a year and desire to substitute in positions for which they are qualified, in or out of classification, shall have preference over substitute employees.
 2. Employees must submit their names to personnel to be placed on the substitute list.
 3. Employees shall be chosen to substitute by the site supervisor.

- 1
2
3
4
5
1. The District shall notify the Board of Administration of the CalPERS of the fact that retirement was due to layoff for lack of work or funds.
 2. If the employee is subsequently subject to reemployment and accepts the appropriate vacant position in writing, the District shall maintain the vacancy until the Board of Administration of the CalPERS has properly processed his/her request for reinstatement from retirement.

6
7
8
9

G. **NOTIFICATION OF REEMPLOYMENT OPENING:** Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening.

- 10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
1. Notice shall be sent by U.S. first class mail to the last address given the District by the employee.
 2. A copy shall be sent to the Association, which shall acquit the District of its notification responsibilities.

H. **EMPLOYEE NOTIFICATION TO DISTRICT:**

1. An employee shall notify the District of his/her intent to accept or refuse employment within five (5) workdays following receipt of the reemployment notice.
2. If the employee accepts reemployment, the employee must report to work within ten (10) workdays following receipt of reemployment notice.

ARTICLE XV
SAFETY

- A. The District assumes the responsibility for the safety of employees while they are present in District facilities performing assigned duties as long as the procedures of this Article have been followed by the affected employee.
- B. Employees shall be responsible for observing all safety rules and standards and shall promptly report, in writing, any alleged unsafe or unhealthy conditions found in District facilities.
- C. Bargaining unit members will not be required to participate in bomb searches.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE XVI
ORGANIZATIONAL RIGHTS

A. **CSEA RIGHTS:** CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.

1. The rights of access at reasonable times, with the supervisor's coordination, to areas in which employees work, so long as it does not interfere with the employee's work schedule or duties.
2. The right to use, without charge, institutional bulletin boards, mailboxes and other District means of communication for the posting or transmission of information or notices concerning CSEA matters. Telephones are not to be used for long distance calls at District's expense.
3. The right to use, without charge, facilities and buildings at reasonable times, with the approval of the administrator in charge of the building.
4. The right to review employees' personnel files and records dealing with employees when accompanied by the employee or on presentation of a written authorization signed by the employee in accordance with District Policy 4367.
5. The right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees on the effective date of this Agreement, and yearly thereafter. This roster shall indicate the employee's present classification.
6. The District agrees to furnish at ten cents (10¢) per page any document originating in the District and required by the Association to exercise its responsibilities as bargaining agent, when requested in writing.
7. The District shall print or duplicate, and provide without charge, a copy of the Agreement to every employee in the bargaining unit. Each employee in the bargaining unit shall be provided by the District without charge a copy of any written change agreed to by the parties to this Agreement during the life of this Agreement.
8. The District will support one (1) hour CSEA Chapter orientation meeting prior to the beginning of the instructional year.

B. **JOB REPRESENTATIVES:** The District recognizes the right of CSEA to designate three (3) representatives from among the employees in the bargaining unit.

1. Notification of Job Representatives to District: The Association shall notify the District in writing by September 1 of each year of the names of the job representatives. The Association will immediately notify the District of any changes.
2. Duties and Responsibilities of Job Representatives: The following shall be understood to constitute the duties and responsibilities of job representatives: After prior coordination with his/her immediate supervisor, a job representative may be permitted to leave his/her normal work area as long as it does not adversely affect District operations in order to assist, upon request of the employee, with his/her grievance.

1 C. **RELEASE TIME:**

- 2 1. CSEA shall designate up to three (3) employees to participate in negotiations.
- 3 2. Two (2) CSEA conference delegates shall receive five (5) days paid release time to
- 4 attend state conference.
- 5 3. Fifteen (15) days per year release time for chapter president, or designee to conduct
- 6 Association business or to attend state association training and seminars.
- 7 4. Employees in the bargaining unit who are employed by the District in coaching
- 8 positions shall be afforded paid release time to attend actual sporting event
- 9 pertaining to their coaching position. The right to paid release time for coaching
- 10 position in self-funded sports is contingent on the self-funded sport covering the
- 11 complete cost of the bargaining unit employee's paid release time.

12 D. **ORGANIZATION SECURITY:**

- 13 1. It is the mutual intention of the parties that the provisions of this Article protect the
- 14 rights of individual employees without restricting CSEA's right to require every
- 15 bargaining unit employee, except those exempt from these provisions, to pay a fair
- 16 share of the cost of collective bargaining activities.
- 17 2. Except as expressly exempted herein, all employees in the bargaining unit who do
- 18 not maintain membership in good standing in CSEA are required, as a condition of
- 19 continued employment, to pay service fees to CSEA, in amounts that do not exceed
- 20 the periodic dues of CSEA, for the duration of this agreement.
- 21 3. No employee shall be obligated to pay dues or service fees to CSEA until the first of
- 22 the month following thirty (30) calendar days after the employee first comes into the
- 23 bargaining unit.
- 24 4. Any employee who is a member of a religious body whose traditional tenets or
- 25 teachings include objections to joining or paying service fees to employee
- 26 organizations shall not be required to join, maintain membership in, or pay service
- 27 fees to CSEA as a condition of employment. However, such employee shall be
- 28 required, in lieu of a service fee required by this agreement, to pay sums equal to
- such service fee to one of the following nonreligious, nonlabor organizations,
- charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the
- Internal Revenue Code:
- a. Antelope Valley Chapter of the American Red Cross;
 - b. Cystic Fibrosis Foundation;
 - c. American Cancer Society;
 - d. American Heart Association; or
 - e. United Way.
5. Any employee claiming this religious exemption shall, as a condition of continued
- exemption from the requirement of paying service fees to CSEA, furnish CSEA with
- copies of receipts from the charity selected, as proof that such payments have been
- made, or shall authorize payroll deduction of such payments.

E. **DUES AND SERVICE FEE DEDUCTIONS:**

1. CSEA has the sole and exclusive right to have employee organization membership
- dues and service fees deducted by the employer for employees in the bargaining
- unit.

- 1 2. The employer shall deduct, in accordance with the CSEA dues and service fee
2 schedule, dues, service fees or payments to charity in lieu of service fees from the
3 wages of all employees who are members of the bargaining unit and who have
4 submitted payroll deduction authorization forms to the District. Such authorizations
5 shall remain in effect until expressly revoked in writing by the employee.
- 6 3. The employer shall, without charge, pay to CSEA within fifteen (15) days of the
7 deduction all sums so deducted, except that the employer shall pay to the designated
8 charity sums deducted in lieu of service fees from the wages of employees who
9 qualify for the religious exemption pursuant to this Agreement.
- 10 4. Along with each monthly payment to CSEA, the employer shall, without charge,
11 furnish CSEA with an alphabetical list of all employees in the bargaining unit,
12 identifying them by name, social security number, months per year in paid status
13 and annual salary, and indicating the amount deducted, if any, and whether such
14 deduction is for dues, service fees or charitable contributions.
- 15 5. Nothing contained herein shall prohibit an employee from paying service fees directly
16 to CSEA.
- 17 6. The employer shall immediately notify the CSEA chapter treasurer if any member of
18 the bargaining unit revokes dues, a service fee or payment in lieu of service fee
19 deduction authorization.
- 20 7. The employer shall deduct and pay to CSEA service fee for each bargaining unit
21 employee who is not a CSEA member in good standing and who is obligated to pay
22 such fees, pursuant to this Agreement, unless CSEA notifies the employer that the
23 employee is paying such fees directly to CSEA. A payroll deduction authorization
24 form shall not be required for such deductions.

25 F. **HOLD HARMLESS CLAUSE:** The Association and the District hereby agree as follows:

- 26 1. The Association agrees to pay to the District all legal fees and legal costs incurred by
27 the District in defending against any court action and/or administrative action before
28 the Public Employment Relations Board challenging the legality or constitutionality of
the agency fees provisions of this Agreement or the implementation thereof, provided
that the Association shall have the exclusive right to decide and determine whether
any such action shall be compromised, resisted, defended, tried or appealed.
2. The Association shall indemnify and hold harmless the District, its officers, agents
and employees from any judgment or settlement liability arising out of any court
action and/or administrative action before the Public Employment Relations Board
challenging the legality or constitutionality of the agency fee provisions of this
agreement (or their implementation) provided that the Association shall have the
exclusive right to decide and determine whether any such action or proceeding
referred to shall be compromised, resisted, defended, tried, or appealed.

1 **ARTICLE XVII**
2 **GRIEVANCE PROCEDURE**

3 **A. DEFINITIONS:**

- 4 1. A "grievance" is an alleged violation, misapplication, or misinterpretation of an
5 express provision(s) of the Agreement.
- 6 2. A "grievant" is a bargaining unit member or the Association, whichever is applicable,
7 who files a grievance.
- 8 3. A "day" is a day when the District office is open for business.
- 9 4. An "immediate supervisor" is the non-unit person with immediate jurisdiction over
10 the grievant.

11 **B. MISCELLANEOUS PROVISIONS:**

- 12 1. The grievant may elect to be represented by the exclusive representative at all
13 formal levels of the grievance procedure and must inform the District in writing of
14 such representation prior to each meeting.
- 15 a. The grievant, a designated bargaining unit representative, and witnesses
16 employed by the District, if any, participating in the processing of the
17 grievance, shall suffer no loss in pay while attending meetings or appointments
18 necessitated by the grievance which are mutually scheduled by the District and
19 the Exclusive Representative.
- 20 b. An employee may present a grievance to the employer and have such
21 grievance adjusted without the intervention of the Exclusive Representative.
22 Any adjustment shall not be inconsistent with the terms of this Agreement.
23 The employer shall not agree to a resolution of the grievance until the Exclusive
24 Representative has received a copy of the grievance, and the proposed
25 resolution, and has been given an opportunity to file a response.
- 26 2. Once a grievance has been initiated, all matters of dispute relating to it which occur
27 during the processing of the grievance shall become a part of and be resolved in the
28 grievance proceeding. Once a grievance has been resolved or a final decision
rendered, no grievant shall be entitled to initiate a new grievance on any matter or
occurrence which properly could have been included in the first grievance.
3. Time limits may be extended or shortened by mutual agreement of the grievant and
the Superintendent. Failure of the grievant or the grievant's representative to
adhere to the time limits of this Article shall constitute waiver of the grievance and
acceptance of the District's action or decision at the appropriate level.
4. No reprisal will be taken by the District against any grievant or participant in the
grievance procedure by virtue of such participation. Forms and documents prepared
solely for the processing of a grievance, which would not in the normal course of
business be filed in an employee's personnel file, shall not be placed therein and
shall be maintained in a separate file.
5. Until final disposition of the grievance takes place, the grievant shall conform to the
original direction of the District.

- 1 a. If a grievance arises at a level above the employee's immediate supervisor or
2 school principal, the initial filing, which shall comply with the provisions of
3 Level Two, shall be made at Level Three.
- 4 b. If at any time during the pendency of a grievance prior to the conclusion of
5 Level Three, one (1) or more other grievances are timely filed by any
6 bargaining unit member(s) involving the same or essentially the same facts
and issues, the Superintendent may determine that the later filed grievances
shall be consolidated with and heard together starting at the level at which the
earliest grievance is then pending.

7 C. **LEVEL ONE:** Prior to filing a grievance, the employee shall discuss the problem with the
8 immediate supervisor. The immediate supervisor shall attempt to adjust the problem and
shall respond verbally within ten (10) days of the meeting.

9 D. **LEVEL TWO:** Within twenty (20) days of the occurrence of the alleged violation of the
10 Agreement, the grievant shall file the grievance in writing with the immediate supervisor.

11 1. The grievance shall include the following information:

- 12 a. the grievant's name;
13 b. the date of the filing;
14 c. the date of the alleged violation;
15 d. the specific Article(s) or Section(s) violated;
16 e. brief description of the alleged violation;
17 f. brief synopsis of the informal conference;
18 g. the specific relief requested;
19 h. the employee's signature.

20 2. A grievance not containing the required information shall be rejected as being
21 improperly filed. Such rejection shall not extend the time limits of this Article.

22 3. The immediate supervisor shall hold a conference with the grievant within five (5)
23 days of the filing of the grievance.

24 4. Within five (5) days of the formal conference, the supervisor shall communicate a
25 decision to the grievant in writing.

26 5. If the supervisor does not meet with the grievant as provided or does not
27 communicate a decision within the time limit, the grievance shall be deemed to be
28 denied.

E. **LEVEL THREE:**

1. If the grievance is denied at Level Two, the grievant may file a written appeal to the
Superintendent or designated representative within five (5) days of the Level Two
denial.

a. The appeal shall contain all materials filed in Level Two and the decision, if any,
accompanied by a specific and concise statement of the reason for the appeal.

b. The appeal shall also state the grievant's selection to proceed at Level Three by
either: (1) a meeting with the Superintendent, or (2) conciliation by the
California State Conciliation Service. The election of one option shall exclude
the other.

1 c. If the grievant does not elect to proceed by conciliation, the Superintendent
2 may elect to do so and advise the grievant within five (5) days of the filing of
the appeal.

3 2. Where the grievance proceeds by a meeting between the Superintendent or
4 designated representative and grievant, the meeting shall be held within ten (10)
5 days of the filing of the appeal. The Superintendent shall transmit to the grievant
within ten (10) days of the meeting a written decision including the reasons for the
decision.

6 3. Where the grievance proceeds by conciliation, a conciliation session shall be
7 scheduled at the mutual convenience of the parties and the conciliator.

8 a. The conciliator shall attempt to find a mutually acceptable resolution to the
grievance.

9 b. The conciliator shall not issue any public statement of fact or opinion on the
10 issue.

11 c. Conciliation or settlement positions of either party shall not be introduced at
any other grievance level.

12 d. The Superintendent shall transmit to the grievant within ten (10) days of the
13 conciliation session a written decision including the reasons for the decision. If
14 the conciliation has produced a mutually acceptable solution, that solution shall
be the Superintendent's.

15 4. If the Superintendent does not transmit a written decision within the time limit, the
16 grievance shall be deemed to be denied.

17 F. **LEVEL FOUR:**

18 1. If the grievant is not satisfied with any proposed settlement during conciliation, or if
19 the conciliator has not been successful, the grievant may, within five (5) workdays
20 after conciliation, request in writing that the Association submit the grievance to
arbitration. The Association, by written notice to the Superintendent or designee
within fifteen (15) calendar days after receipt of the request from the aggrieved
person, may submit the grievance to binding arbitration.

21 2. The parties shall then be bound by the Voluntary Labor Arbitration Rules of the
22 American Arbitration Association, except as mutually agreed in writing. An arbitrator
will be chosen from the following list of nine (9) arbitrators:

| | | |
|--------------|----------------|----------------|
| Jill Klein | Fred Horowitz | Arturo Morales |
| Terri Tucker | Michael Prihar | Kenneth Perea |
| Bill Freeman | Lou Zigman | Joe Woodford |

25 3. The arbitrator shall be bound by the rules of the American Arbitration Association.
26 The arbitrator's decision will be in writing and will set forth his/her finding of fact,
27 reasoning and conclusions on the issue submitted. The arbitrator will be without
28 authority to make any decisions which require the commission of an act prohibited by
law or which is violative of the terms of this Agreement. The arbitrator is empowered
to include in his/her award such financial or other remedies to which the parties are
entitled by law. The arbitrator shall not include a remedy which includes a monetary
award as a penalty. The decision of the arbitrator will be submitted to the

1 Superintendent and the Association and will be final and binding upon the parties to
2 this Agreement.

- 3 4. The arbitrator shall be limited solely to the interpretation and application of the
4 Agreement to the precise issue(s) submitted for arbitration. The arbitrator shall not
5 determine any other issue(s). Where the District has made a judgment involving the
6 exercise of discretion, the arbitrator shall review such decision solely to determine
7 whether the decision has violated the Agreement; and the arbitrator shall not
8 substitute his judgment for that of the District.
- 9 5. The parties agree that no grievance shall be filed regarding the dismissal or
10 nonreelection of a probationary employee who was dismissed or nonreelected
11 pursuant to the appropriate Education Code.
- 12 6. All fees and expenses of the arbitrator shall be shared equally by the parties. Each
13 party shall bear the expense of the presentation of its own case. The parties agree
14 to equally share the expense of other mutually agreed upon expenses (cost of
15 hearing transcript, etc.). The only exception will be that the District shall provide a
16 room for the hearing.
- 17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE XVIII**
2 **CONCLUSION**

3 A. **ZIPPER CLAUSES:** The matters contained within this Agreement are, to the extent
4 authorized by law, the entire Agreement between the parties on those matters falling
5 within the scope of representation, including those matters proposed and subsequently
6 withdrawn, those which could have been proposed but were not and those which, had the
7 subject matter been known to or contemplated by either party at the time they met and
8 negotiated on and executed this Agreement, might have been proposed. It is understood
9 and agreed that as to all such matters there shall be no duty to meet and negotiate further
10 for the term of this Agreement.

11 B. **SEVERABILITY:**

12 1. If, during the life of this Agreement, there exists any applicable law or any applicable
13 rule, regulation or order issued by the governmental authority other than the District
14 which shall render invalid or refrain compliance with or enforcement of any
15 provisions of this Agreement, such provision shall be immediately suspended and be
16 of no effect hereunder so long as such law, rule, regulation or order shall remain in
17 effect. Such invalidation of a part or portion of this Agreement shall not invalidate
18 any remaining portions which shall continue in full force and effect.

19 2. In the event of suspension or invalidation of any Article or Section of this Agreement,
20 the parties agree to meet and negotiate within thirty (30) days after such
21 determination for the purpose of arriving at a mutually satisfactory replacement for
22 such Article or Section, if such renegotiation is legal under the invalidating
23 enactment.

24 C. **MANAGEMENT RIGHTS:** The parties recognize and acknowledge that the District retains
25 all the historical and/or previously held rights and powers and that those rights and powers
26 remain intact and valid except as specifically modified or abridged by this Agreement
27 and/or the rules and regulations cited in this Agreement. The District reserves the right to
28 subcontract work. However, the District agrees to waive the "zipper clause" to bargain the
effects of a decision to subcontract work or enter a Joint Powers Agreement for work
normally done by unit members. The Exclusive Representative must make a demand to
bargain the effects within five (5) days of notice from the District or the right to bargain
will have been waived.

1 D. **NO-STRIKE, NO LOCK-OUT CLAUSE:** It is agreed and understood that there will be no
2 strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully
3 perform job functions and responsibilities, or other interference with the operations of the
4 District by the Association or by its officers, agents or members during the term of this
5 Agreement, including any request to or compliance with the request of other labor
6 organizations to engage in such activity. The District agrees they shall not cause, allow or
7 sanction a lock-out of employees in the bargaining unit.

8 1. The Association recognizes the duty and obligation of its representatives to comply
9 with the provisions of this Agreement and to make every effort toward inducing all
10 employees to do so in the event of a strike, work stoppage, slowdown or other
11 interference with the operations of the District by employees who are represented by
12 the Association, the Association agrees in good faith to take all necessary steps to
13 cause those employees to cease such action.

1 2. It is agreed and understood that any employee violating this Article may be subject
2 to discipline up to and including termination by the District.

3 3. It is understood that in the event this Article is violated, the District shall be entitled
4 to withdraw all rights, privileges or services provided for in this Agreement or in
District policy from any employee and/or the Association, provided the Association
has failed to implement paragraphs 1 and 2 of this Article.

5 E. **LENGTH OF AGREEMENT:** This Agreement shall become effective upon ratification and
6 shall continue in effect to and including June 30, 2020.

7 F. **REOPENERS:** For the 2018-2019 and 2019-2020 school years, the Association and the
8 District will include Article III, Pay and Allowances, and Article IV, Health and Welfare
9 Benefits in reopeners. The Association and District may each identify two (2) articles for
reopeners and any other items by mutual agreement. The Association shall make its initial
proposal to the Board of Trustees at the Board's regularly scheduled meeting in February.

10 G. As soon as the public notice requirements have been fulfilled by the Association and the
11 District, the parties to this Agreement shall schedule mutually agreeable times, places and
12 dates to meet and negotiate on a successor agreement.

RECOMMENDED FOR RATIFICATION

For the District:

For the Association:



Kevin D. Cordes, Superintendent
Muroc Joint Unified School District



Ana Montanez-Rogers, President
CSEA Chapter #340

RATIFICATION

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Association as the contracting parties, that all actions necessary for the District or the Association to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law, and that this Agreement is hereby entered into without the need for further ratification and acceptance.

ACCEPTED:

ACCEPTED:

**MUROC JOINT UNIFIED
SCHOOL DISTRICT**

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER #340**

By: 

Sherman Burkhead Jr., President
Board of Trustees

By: 

Ana Montanez-Rogers
CSEA President

By: 

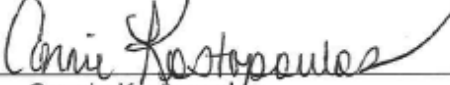
Melinda Marchlewicz, Clerk
Board of Trustees

By: 

Brenda Winters
CSEA Vice President

By: 

D. Matt Carter, Member
Board of Trustees

By: 

Connie Kostopoulos
CSEA Treasurer

By: 

Tatiana Matta, Member
Board of Trustees

Dated: 

By: 

Mitchel Nakaahiki, Member
Board of Trustees

Dated: January 17, 2018

**APPENDIX A
SALARY SCHEDULES**

**MUROC JOINT UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
2017-2018**

| JOB | CLASS | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 8 | STEP 10 | STEP 12 | STEP 14 | STEP 16 | STEP 18 | STEP 20 | STEP 22 | STEP 24 | STEP 26 |
|--|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| CLERK, MAIL/DELIVERY DRIVER | A | \$ 12.13 | \$ 12.73 | \$ 13.37 | \$ 14.04 | \$ 14.74 | \$ 15.48 | \$ 15.94 | \$ 16.42 | \$ 16.91 | \$ 17.42 | \$ 17.94 | \$ 18.48 | \$ 19.03 | \$ 19.60 | \$ 20.19 | \$ 20.80 |
| CLERK TYPIST, SPED BUS MONITOR, COMP ED/TITLE/ISP COORD, STUDENT/SPECIAL NEEDS DRIVER | B | \$ 12.59 | \$ 13.22 | \$ 13.89 | \$ 14.58 | \$ 15.31 | \$ 16.07 | \$ 16.56 | \$ 17.05 | \$ 17.57 | \$ 18.09 | \$ 18.63 | \$ 19.19 | \$ 19.77 | \$ 20.37 | \$ 20.98 | \$ 21.61 |
| CUSTODIAN | C | \$ 13.06 | \$ 13.71 | \$ 14.39 | \$ 15.12 | \$ 15.87 | \$ 16.67 | \$ 17.17 | \$ 17.68 | \$ 18.21 | \$ 18.76 | \$ 19.33 | \$ 19.91 | \$ 20.51 | \$ 21.13 | \$ 21.76 | \$ 22.41 |
| GROUNDKEEPER, INSTRUCTIONAL AIDE, DEPARTMENT CLERK | D | \$ 13.56 | \$ 14.24 | \$ 14.95 | \$ 15.70 | \$ 16.48 | \$ 17.31 | \$ 17.83 | \$ 18.36 | \$ 18.91 | \$ 19.48 | \$ 20.06 | \$ 20.66 | \$ 21.28 | \$ 21.92 | \$ 22.58 | \$ 23.25 |
| BUS DRIVER, LEAD CUSTODIAN, EDUCATIONAL INTERPRETER, MECH ASST, SPED INSTR AIDE, INSTR AIDE w/ BRAILLE | E | \$ 14.07 | \$ 14.77 | \$ 15.51 | \$ 16.28 | \$ 17.09 | \$ 17.95 | \$ 18.48 | \$ 19.04 | \$ 19.61 | \$ 20.20 | \$ 20.80 | \$ 21.43 | \$ 22.07 | \$ 22.73 | \$ 23.41 | \$ 24.12 |
| ATTENDANCE SECRETARY, BUS DRIVER INSTRUCTOR | F | \$ 14.60 | \$ 15.33 | \$ 16.10 | \$ 16.90 | \$ 17.75 | \$ 18.64 | \$ 19.20 | \$ 19.78 | \$ 20.37 | \$ 20.98 | \$ 21.61 | \$ 22.26 | \$ 22.93 | \$ 23.61 | \$ 24.32 | \$ 25.05 |
| DISTRICT SECRETARY, MECHANIC, WAREHOUSE/DELIVERY DRIVER | G | \$ 15.14 | \$ 15.90 | \$ 16.70 | \$ 17.53 | \$ 18.41 | \$ 19.33 | \$ 19.92 | \$ 20.52 | \$ 21.13 | \$ 21.77 | \$ 22.42 | \$ 23.09 | \$ 23.79 | \$ 24.50 | \$ 25.23 | \$ 25.99 |
| ACADEMIC ADVISORS SECRETARY, COMPUTER LAB INSTR AIDE, HEALTH AIDE, LIBRARY ASST, MAINT WORKER | H | \$ 15.73 | \$ 16.51 | \$ 17.34 | \$ 18.20 | \$ 19.11 | \$ 20.07 | \$ 20.67 | \$ 21.29 | \$ 21.93 | \$ 22.59 | \$ 23.26 | \$ 23.96 | \$ 24.68 | \$ 25.42 | \$ 26.18 | \$ 26.97 |
| AP/BUSINESS TECH, PAYROLL ACCT, DIST DATA TECH, PERSONNEL TECH, SCHOOL SECTY, SP SERVICES SECTY, MAINT SECTY, TRANS SECTY | I | \$ 16.33 | \$ 17.15 | \$ 18.01 | \$ 18.91 | \$ 19.86 | \$ 20.85 | \$ 21.47 | \$ 22.12 | \$ 22.78 | \$ 23.46 | \$ 24.17 | \$ 24.89 | \$ 25.64 | \$ 26.41 | \$ 27.20 | \$ 28.01 |
| SENIOR MECHANIC, SENIOR MAINT WORKER, COMPUTER TECH | J | \$ 16.93 | \$ 17.78 | \$ 18.67 | \$ 19.60 | \$ 20.58 | \$ 21.61 | \$ 22.26 | \$ 22.93 | \$ 23.61 | \$ 24.32 | \$ 25.05 | \$ 25.80 | \$ 26.57 | \$ 27.37 | \$ 28.19 | \$ 29.04 |
| | K | \$ 17.58 | \$ 18.46 | \$ 19.38 | \$ 20.35 | \$ 21.37 | \$ 22.44 | \$ 23.11 | \$ 23.80 | \$ 24.52 | \$ 25.26 | \$ 26.01 | \$ 26.79 | \$ 27.59 | \$ 28.42 | \$ 29.27 | \$ 30.15 |
| | L | \$ 18.25 | \$ 18.80 | \$ 19.73 | \$ 20.71 | \$ 21.75 | \$ 22.83 | \$ 23.52 | \$ 24.22 | \$ 24.95 | \$ 25.70 | \$ 26.46 | \$ 27.27 | \$ 28.08 | \$ 28.92 | \$ 29.79 | \$ 30.68 |
| | M | \$ 18.96 | \$ 19.52 | \$ 20.50 | \$ 21.52 | \$ 22.60 | \$ 23.73 | \$ 24.43 | \$ 25.18 | \$ 25.93 | \$ 26.71 | \$ 27.51 | \$ 28.33 | \$ 29.19 | \$ 30.07 | \$ 30.97 | \$ 31.89 |

At the completion of the twentieth (20th) year of actual service to the District, the employee will receive an additional two percent (2%).

After the completion of the twenty-fifth (25th) year of actual service, the employee will receive an additional one-half percent (1/2%) to equal 2 1/2%.

After the completion of the thirtieth (30th) year of actual service, the employee will receive an additional one-half percent (1/2%) to equal 3%.

Employees with hire dates the 1st-15th of the month shall receive longevity pay back to the 1st of the month.

Employees with hire dates the 16th-31st of the month shall receive longevity pay effective the 1st of the next month's pay period.

Effective Date: 07/01/2017

Board Approved: 01/17/2018

**APPENDIX A
SALARY SCHEDULES**

**MUROC JOINT UNIFIED SCHOOL DISTRICT
FOOD SERVICE/ CAMPUS AIDE SALARY SCHEDULE
2017-2018**

| JOB | CLASS | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 8 |
|--|-------|----------|----------|----------|----------|----------|----------|----------|
| CAMPUS AIDE, ALTERNATIVE CLASSROOM/CA, SCHOOL TRANSP MONITOR | AA | \$ 10.71 | \$ 11.24 | \$ 11.79 | \$ 12.38 | \$ 12.97 | \$ 13.62 | \$ 14.31 |
| CAMPUS AIDE* ALTERNATIVE CLASSROOM/CA,* SCHOOL TRANSP MONITOR* | AA | \$ 11.00 | \$ 11.52 | \$ 12.06 | \$ 12.64 | \$ 13.22 | \$ 13.85 | \$ 14.53 |
| CAFETERIA WORKER/CASHIER F/S DELIVERY DRIVER | BB | \$ 12.43 | \$ 13.06 | \$ 13.72 | \$ 14.40 | \$ 15.12 | \$ 15.88 | \$ 16.35 |
| COOK | CC | \$ 13.06 | \$ 13.72 | \$ 14.40 | \$ 15.12 | \$ 15.88 | \$ 16.67 | \$ 17.17 |
| HEAD COOK | DD | \$ 13.56 | \$ 14.24 | \$ 14.95 | \$ 15.69 | \$ 16.49 | \$ 17.31 | \$ 17.83 |

ANY EMPLOYEE, AS OF 7-1-91, EARNING MORE THAN STEP 8 SHALL BE Y-RATED. IN THE EVENT A COLA IS GIVEN TO CLASSIFIED EMPLOYEES IN ANY YEAR THAT THIS AGREEMENT IS IN EFFECT, THE Y-RATED EMPLOYEES SHALL RECEIVE AN OFF-SCHEDULE LUMP SUM AMOUNT EQUAL TO THE ADJUSTMENT MADE TO THIS SCHEDULE. NO Y-RATED SALARY SHALL BE LESSER IN VALUE THAN THE SALARY AT STEP 8 APPROVED FOR THAT FISCAL YEAR.

ANY EMPLOYEE, AS OF 8-1-94, EARNING MORE THAN STEP 8 SHALL BE Y-RATED. IN THE EVENT A COLA IS GIVEN TO CLASSIFIED EMPLOYEES IN ANY YEAR THAT THIS AGREEMENT IS IN EFFECT, THE Y-RATED EMPLOYEES SHALL RECEIVE AN OFF-SCHEDULE LUMP SUM AMOUNT EQUAL TO THE ADJUSTMENT MADE TO THIS SCHEDULE. NO Y-RATED SALARY SHALL BE LESSER IN VALUE THAN THE SALARY AT STEP 8 APPROVED FOR THAT FISCAL YEAR.

ANY EMPLOYEE, AS OF 8-1-94, EARNING MORE THAN STEP 8 SHALL BE Y-RATED. IN THE EVENT A COLA IS GIVEN TO CLASSIFIED EMPLOYEES IN ANY YEAR THAT THIS AGREEMENT IS IN EFFECT, THE Y-RATED EMPLOYEES SHALL RECEIVE AN OFF-SCHEDULE LUMP SUM AMOUNT EQUAL TO THE ADJUSTMENT MADE TO THIS SCHEDULE. NO Y-RATED SALARY SHALL BE LESSER IN VALUE THAN THE SALARY AT STEP 8 APPROVED FOR THAT FISCAL YEAR.

ANY EMPLOYEE, AS OF 8-1-94, EARNING MORE THAN STEP 8 SHALL BE Y-RATED. IN THE EVENT A COLA IS GIVEN TO CLASSIFIED EMPLOYEES IN ANY YEAR THAT THIS AGREEMENT IS IN EFFECT, THE Y-RATED EMPLOYEES SHALL RECEIVE AN OFF-SCHEDULE LUMP SUM AMOUNT EQUAL TO THE ADJUSTMENT MADE TO THIS SCHEDULE. NO Y-RATED SALARY SHALL BE LESSER IN VALUE THAN THE SALARY AT STEP 8 APPROVED FOR THAT FISCAL YEAR.

At the completion of the fifteenth (15th) year of actual service to the District, the Food Service and Campus Aide employee will receive an additional two percent (2%).
 After the completion of the twentieth (20th) year of actual service, the Food Service and Campus Aide employee will receive an additional one percent (1%) to equal 3%.
 Employees with hire dates the 1st-15th of the month shall receive longevity pay back to the 1st of the month.
 Employees with hire dates the 16th-31st of the month shall receive longevity pay effective the 1st of the next month's pay period.
 *Effective Date: 07/01/2017
 *Effective Date: 01/01/2018
Board Approved: 01/17/2018

1 **APPENDIX B**
2 **JOB FAMILIES**

3 Classification and Title

Classification and Title

4 **BUSINESS/ACCOUNTING**

5 I Accounts Payable & Business Technician
6 I Payroll Accountant
7 G District Data Technician

SECRETARIAL/CLERICAL

I School Secretary
I Special Services Secretary
I Maintenance Secretary
I Transportation Secretary
H Academic Advisor Secretary
G District Secretary
F Attendance Secretary
D Department Clerk
B Comp Ed/Title I/SIP Coordinator
B Clerk Typist
A Clerk

7 **FOOD SERVICES**

8 DD Head Cook
9 CC Cook
BB Cafeteria Worker/Cashier

10 **MAINTENANCE/GROUNDS**

11 K Senior Maintenance Worker
12 H Maintenance Worker
13 E Lead Custodian
D Groundskeeper
C Custodian

STUDENT SUPERVISION

H Library Assistant
AA Alternative Classroom/Campus Aide
AA Campus Aide (*cannot bump Alternative Classroom/Campus Aide due to job description*)
AA School Transportation Monitor

14 **PARAPROFESSIONAL**

15 H Computer Lab Instructional Aide (*cannot bump Interpreter*)
16 E Special Ed Instructional Aide (*cannot bump Interpreter*)
17 E Educational Interpreter
18 E Instructional Aide with Braille (*cannot bump Interpreter*)
19 D Instructional Aide (*cannot bump Interpreter*)

SUPPORT SERVICES

G Warehouse/Delivery Driver
BB Food Services Delivery Driver
A Mail/Delivery Driver

20 **PERSONNEL**

21 I Personnel Technician

TECHNOLOGY

M Senior Computer Technician
K Computer Technician

22 **STUDENT HEALTH**

23 H Health Aide

TRANSPORTATION

24 K Senior Mechanic
25 G Mechanic
26 F Bus Driver Instructor
27 E Mechanic Assistant
28 E Bus Driver
B Student/Special Needs Driver
B Special Education Bus Monitor

1 **APPENDIX C**
2 **FAMILY AND MEDICAL LEAVE ACT RESOURCES**

3 **EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT**

4 **LEAVE ENTITLEMENTS**

5 Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected
6 leave in a 12-month period for the following reasons:

- 7
- The birth of a child or placement of a child for adoption or foster care;
 - To bond with a child (leave must be taken within 1 year of the child's birth or placement);
 - To care for the employee's spouse child, or parent who has a qualifying serious health condition;
 - For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
 - For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.
- 8

9 An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take
10 up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious
11 injury or illness. An employee does not need to use leave in one block. When it is medically necessary or
12 otherwise permitted, employees may take leave intermittently or on a reduced schedule. Employees may
13 choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee
14 substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid
15 leave policies.

16 **BENEFITS & PROTECTIONS**

17 While employees are on FMLA leave, employers must continue health insurance coverage as if the
18 employees were not on leave. Upon return from FMLA leave, most employees must be restored to the
19 same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and
20 conditions. An employer may not interfere with an individual's FMLA rights or retaliate against someone for
21 using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in
22 any proceeding under or related to the FMLA.

23 **ELIGIBILITY REQUIREMENTS**

24 An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA
25 leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave, and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's
26 worksite.

27 **REQUESTING LEAVE**

28 Generally, employees must give 30-days' advance notice on the need for FMLA leave. If it is not possible to
give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the
employer's usual procedures. Employees do not have to share a medical diagnosis, but must provide
enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient
information could include informing an employer that the employee is or will be unable to perform his or
her job functions, that a family member cannot perform daily activities, or that hospitalization or
continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for
a reason for which FMLA leave was previously taken or certified. Employers can require a certification or
periodic recertification supporting the need for leave. If the employer determines that the certification is
incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify,
under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if
eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not
eligible, the employer must provide a reason for ineligibility. Employers must notify its employees if leave
will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring
a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting
discrimination or supersede any state or local law or collective bargaining agreement that provides greater
family or medical leave rights.