

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT**

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**LABOR AGREEMENT WITH**

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS MURRIETA VALLEY CHAPTER #223**

**July 1, 2021 through June 30, 2024**

Board Approved November 18, 2021

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This is an Agreement made and entered into this 8<sup>th</sup> day of November 2021, between the Murrieta Valley Unified School District (hereinafter referred to as "District") and California School Employees Association (CSEA) and its Murrieta Chapter 223 (hereinafter referred to as "Association")

## ARTICLE 1 - RECOGNITION

- 1.1** The District recognizes that the California School Employees Association, Murrieta Valley Chapter 223, (CSEA) is the exclusive bargaining representative for purposes of the Rodda Act (Government Code Sections 3540, et seq., Title 1, Division 4, Chapter 10.7) for all classifications and work performed by the classifications described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement.

The Murrieta Chapter 223 of the California School Employees Association agrees that the unit is appropriate and that it will not seek a clarification of the unit, either as to the specific exclusions or the enumerated inclusions.

Nothing herein may be construed to limit the right of the District or Association to consult on any matter outside the scope of representation. Any agreement arrived at through consultation that is reduced to writing and embodied in this Agreement or any addendum to this Agreement shall be binding on all parties.

The designation of management, supervisory, confidential, certificated, and other classifications of employees shall be made by the District.

This recognition excludes short-term and substitute employees and includes only regular part-time and full-time classified employees, excluding employees designated management, supervisory, or confidential.

Upon written request, the District agrees to meet with the Association and attempt to resolve any dispute over the designation of a new position as confidential. If agreement cannot be reached within a reasonable time, the disputed case will be submitted to the Public Employees Relation Board for resolution.

### **1.1.1 SUBSTITUTE EMPLOYEE** (Non-bargaining unit)

A substitute employee is defined as a person employed to replace a regular classified bargaining unit member temporarily absent from duty. Such employees may also be used to fill vacant positions for a period not to exceed sixty (60) calendar days after a bargaining unit position has been vacated and a regular replacement has not been recruited.

An employee employed as a substitute for more than one hundred ninety-five (195) working days in a school year shall be reassigned to a bargaining unit position on the first working day following the completion of the 195th day of service and such employee shall be immediately subject to the organizational security provisions of this agreement.

### **1.1.2 SHORT-TERM EMPLOYEE** (Non-bargaining unit)

A Short-term employee is defined as a person employed to perform a service for the district, upon completion of which the service required, or similar services, will not be extended or needed on a continuing basis.

- a. The District shall notify the President or his/her designee in writing of any proposed hiring of short-term employee and shall indicate the project for which hired and the probable duration of employment.

- 1.2** If the District creates any new positions or changes any existing position, the Association and the District agree to negotiate the range for those positions. If there is a dispute as to the appropriate rate of pay to be assigned the position, the dispute may be sent to the Reclassification Panel.

- 1.3** All newly created positions or current positions that are vacated, unless specifically exempted by law, shall be assigned to the bargaining unit if the job descriptions' described duties are performed by employees in the bargaining unit or which by the nature of the duties should reasonably be assigned to the bargaining unit.

**1.3.1** For any current confidential positions that are vacated, the District agrees to meet with the Association to discuss the return of the position to the bargaining unit.

**1.3.2** It is understood that all current confidential employees so designated confidential in their current positions will remain confidential. These positions are so listed in the June 22, 1995, staffing plan board agenda item that was approved by the Board of Trustees on that date.

**1.4** Contracting Out. During the term of this Agreement, the District agrees that it will not contract out work which has been normally, customarily, and routinely performed by bargaining unit members, which will result in layoff or the reduction of regular hours, wages, or transfer or reassignment of bargaining unit work.

## ARTICLE 2 - DISTRICT RIGHTS

- 2.1** All matters not within the scope of representation so set forth in the Government Code section 3543.2, or not limited by the express terms of this Agreement are reserved by the District. Except as limited by the express terms of this agreement, it is agreed that such reserved rights include, but are not limited to the exclusive right and power to discontinue, in whole or in part, temporarily or permanently, without further bargaining as to the decision of the effects thereof, any of the following: the Board's right to manage and direct the work of its employees; to determine the method, means, and services provided; to determine the staffing patterns and the number and kinds of personnel required; to determine the assignment, goals, objectives, and performance standards; to decide on the building, location, or modification of a facility; to determine the budget and methods of raising revenue; to sub-contract work or operations except where expressly forbidden by law; to maintain order and efficiency; to hire, to assign, to evaluate, promote, discipline, discharge for just cause, layoff for lack of work or lack of funds; and transfer employees. The foregoing rights of management are not intended to be an all-inclusive list, but do indicate the type of matters which are inherent to management.

The District retains its right to suspend or modify any provision set forth in this Agreement in cases of emergency. An emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action, such as an emergency due to an act of God or due to interference by a third party beyond the control of the District. In the event of any such action, the District agrees to negotiate with regard to such suspension or modification or successor provisions as soon as reasonable after demand by the Association.

The failure of the District to insist upon compliance or performance of any of the terms and conditions of the Agreement is not deemed a waiver of any right or remedy the District may have for any subsequent breach or default of such terms and conditions.

The Superintendent or designee has the right to prepare, issue, and enforce rules and regulations necessary for the safe, orderly, and efficient operation of the District, which are not in conflict with the Agreement. The Association will be notified of any proposed rules and regulations, which are not in violation of state Education Code.

## ARTICLE 3 - GRIEVANCES

### 3.1 DEFINITIONS

- 3.1.1** A "**Grievance**" is a formal written allegation by grievant that he has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the policy rules and regulations of the Board of Trustees, or by the Administrative procedures of the School District are not within the scope of this procedure.
- 3.1.2** A "**Grievant**" may be any bargaining unit member or the Association who alleges there has been a violation of the Agreement.
- 3.1.3** A "**Day**" is any duty day in which the central administrative office of the Murrieta Valley Unified School District is open for business.

### 3.2 PROCEDURE

- 3.2.1 STEP ONE - INFORMAL.** A grievant or his/her association representative shall present his/her grievance to his immediate supervisor within thirty (30) days from the time he/she knew or should have known a grievance occurred or in which the Association is notified the grievance occurred. The grievance shall be presented verbally. If the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step Two.

The district shall notify the Association when a grievance is presented to the District independent of the Association.

Within ten (10) days of the receipt of the grievance at Step One, the Supervisor or designee shall deliver to the grievant an initial verbal response to the grievance.

- 3.2.2 STEP TWO - SUPERINTENDENT or DESIGNEE.** If the grievance is not satisfactorily adjusted at Step One, the grievant or the association representative may submit the grievance in writing to the Superintendent or designee within fifteen (15) days of the receipt of response at Step One. At this Step Two level, the grievance must be put in writing using the form in Appendix "E".

Within fifteen (15) days of the receipt of the grievance at Step Two, the Superintendent or designee will meet with the grievant in an attempt to resolve the grievance. Within fifteen (15) days after this meeting, the Superintendent or designee shall deliver to the grievant a response to the grievance.

- 3.2.3 STEP THREE - MEDIATION.** In the event that the grievance is not satisfactorily adjusted at Step Two, mediation may be requested. In order to proceed to mediation, the grievant or his association representative must submit a request in writing within fifteen (15) days of receipt of the decision in Step Two. Within ten (10) days of the receipt of request for mediation the parties shall request that the State of California Mediation and Conciliation Services assign a mediator with experience in public education to mediate the grievance.

- 3.2.4** The conduct of the mediation shall be governed by the voluntary labor mediation rules of the State of California Mediation and Conciliation Service.

- 3.2.5 STEP FOUR - ARBITRATION.** In the event that the grievance is not satisfactorily adjusted at Step Three, arbitration may be requested. In order to proceed to arbitration, the Association representative must submit a request in writing within fifteen (15) days of receipt of the decision in Step Three. Within ten (10) days of the receipt of the request for arbitration the parties shall immediately attempt to select a mutually acceptable arbitrator from a list of seven (7) names, with experience in public education, requested from the State of California Mediation and Conciliation Services. If the parties are unable to agree upon an arbitrator within ten (10) days

of receiving the list of arbitrators, the parties will alternately strike names until one name is left. The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the State of California Mediation and Conciliation Service. Both parties agree that, subject to the provisions of the Code of Civil Procedures of the State of California, the arbitration award resulting from this procedure shall be final and binding on all parties.

**3.2.6** The District shall make available for testimony in connection with the grievance procedure any bargaining unit members whose appearance is requested by the Association. Any unit member witnesses required to appear in connection with this Article shall suffer no loss of pay.

**3.2.7** The grievant shall be entitled to a reasonable length of time to process (but not prepare for) a grievance during normal working hours with no loss of pay or benefits.

**3.2.8** All materials concerning a unit member's grievance shall be kept separate from the unit member's personnel file, which shall be available for inspection only by the unit member, the Association representative, and those management, supervisory and confidential bargaining unit members directly involved in this grievance procedure.

**3.2.9** The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and Association.

**3.3** **TIMELINES.** Failure to file and appeal the grievance in a timely manner shall be deemed a waiver of the grievance and bar further prosecution thereof.

## ARTICLE 4 - EMPLOYEE RIGHTS

- 4.1** The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organization activities.
- 4.2** Neither the District nor the Association shall interfere with, intimidate, restrain, coerce, or discriminate against an employee because of the exercise of rights to engage or not to engage in lawful association activity.
- 4.3** The personnel file of each employee shall be maintained at the District's central administrative office. No adverse action of any kind shall be taken against any employee based upon materials, which are not in the personnel file. The Association recognizes the need for supervisors to have notes or other written materials between evaluation periods, but at the point the contents of such a supervisory file is considered by the supervisor to be grounds for an adverse action, the employee shall be provided with a copy and an opportunity to respond.
- 4.4** Employees shall be provided with copies of any written material ten (10) working days before it is placed in the bargaining unit member's District Support Center personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- 4.5** An employee shall have the right at any reasonable time to examine and/or obtain copies of any material from the bargaining unit member's personnel file, with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the bargaining unit member involved.
- 4.6** All personnel files shall be kept in confidence and shall be available for inspection only to the other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons who have examined a personnel file, as well as the date such examinations were made. Such log and the bargaining unit member's personnel file shall be available for examination by the unit member and the Association representative if authorized by the bargaining unit member. The log shall be maintained in the unit member's personnel file.
- 4.7** The District agrees to provide, maintain, and replace all tools, uniforms, safety equipment, and supplies as required by the District to bargaining unit members for the performance of employment duties.
- a. Routine laundering of uniforms will be performed by the employee. However, this does not include major stain removal, any required dry cleaning, or replacement which will be determined and performed by the District.
- 4.8** The primary intent of security cameras is for safety purposes. Security cameras shall not be used for employee supervision, surveillance, or as the primary basis for discipline. The district may use security camera video/audio surveillance to investigate a specific complaint against an employee. If employee discipline is based in whole or in part on such video evidence, the employee and the Association President may request to view video/audio footage. The employee will be provided with all rights set forth in the Agreement and District rules and regulations.
- 4.9** PROFESSIONAL DEVELOPMENT: CSEA and the District agree to convene a joint sub-committee to explore and create a professional development vision for bargaining unit members. The sub-committee shall consist of at least three District members and at least three CSEA classified members who have been appointed by the Chapter President. The sub-committee will convene annually, prior to CBEDS,
- 4.10** CPR/AED/First Aid training – All CPR/AED and first aid recertification will be made available by MVUSD multiple times per year for all permanent employees in a position in which CPR/AED, and/or first aid certification is required. Employees will be responsible for the cost of the recertification card and for providing a copy of the recertification card to Human Resources.

- 4.11** SAFETY TRAINING – The District will offer safety training on an annual basis, during the bargaining unit member’s workday. Training days and training topics will be collaboratively planned by the Professional Development Committee, including, but not limited to, active shooter, disaster preparedness, lockdown and safety training.
- 4.12** A bargaining unit member will not be required to use their personal cell phones after contracted hours regarding work-related duties.

## **ARTICLE 5 - ORGANIZATIONAL SECURITY**

### **5.1 DUES DEDUCTION**

- 5.1.1** Consistent with Education Code section 45168, subdivision (a)(7), the Association has certified to the District that the Association has and will maintain individual employee authorizations for payroll deductions for Association membership dues.
- 5.1.2** All current employees who are members of the Association shall continue to have Association dues deducted by the District through payroll deduction unless the District is notified in writing by the Association.
- 5.1.3** The Association shall provide the District with written notification of all new employees for whom Association dues are to be withheld via payroll deduction.
- 5.1.4** The District shall deduct dues in accordance with the Dues and Service Fee Schedule. The Association shall immediately notify the District if any member cancels or changes a dues authorization.
- 5.1.5** Association member requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the Association rather than to the District. The Association shall be responsible for processing these requests. The District shall rely on the information provided by the Labor Relations Representative to cancel or change authorizations, and the Association shall indemnify the District for any claims made by the employee for deductions made in reliance on its notification.
- 5.1.6** In the event of an increase in dues, the Association shall provide the District with sufficient advance notification before the effective date of the increase to allow the District to make the necessary changes, and with a copy of the notification of the increases that has been sent to all concerned employees.
- 5.1.7** The Association shall provide any information needed by the District to fulfill the provisions of this Article.

### **5.2 INDEMNIFICATION AND HOLD HARMLESS**

The Association agrees to pay and reimburse the District for all legal fees and costs incurred, including attorneys' fees, after notice to the Association in initiating action or defending against any court or administrative action challenging the legality of the organizational security provision of this agreement, the implementation thereof and claims regarding deductions made by the District in reliance upon information provided by the Association. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

- 5.2.1** CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

## ARTICLE 6 - SALARIES

6.1 Bargaining unit members covered by this Agreement will be paid salaries as provided in the Murrieta Valley Unified School District Classified Salary Schedule

1. Effective July 1, 2022, a 7.5% salary schedule increase will be applied to the Classified Salary Schedule(Appendix B-1/B-2).
2. Effective July 1, 2022, all unit members in a paid status as of September 1, 2022 will receive a 1.5% one-time, off-schedule payment based on the employee's 2022-2023 base salary schedule placement, not including extra duty or overtime. The payment will be made in October, 2022.

When requested by either party, an ad hoc committee composed of representatives from the District and CSEA will meet to jointly study all elements of total compensation to identify available resources for negotiations.

**6.1.1 EXTRA-DUTY STIPENDS.** Bargaining unit members are eligible to receive extra-duty stipends, as listed in the Appendix I of this contract, providing they meet the minimum qualifications of the position. Such stipends are not to be used as additional compensation for the bargaining unit member's regularly assigned job duties.

**6.1.2 LONGEVITY STIPENDS.** An annual longevity stipend will be paid to bargaining unit members using the following guidelines. At the completion of: (effective 7/1/03)

10, 11, 12, 13, & 14 years of service said unit member receives \$450.

15, 16, 17, 18, & 19 years of service said unit member receives \$900.

20 + years of service said unit member receives \$1350.

**6.1.3 SUBSTITUTING.** Bargaining unit members substituting in a position outside of their regular work assignment shall be paid at the District's established Step 1 of the position range in which the substitute work takes place.

**6.1.4 SPECIAL EDUCATION AIDE STIPENDS.** Effective January 1, 2007, a five percent (5%) pay differential may be applied to special education aide positions as determined by the District. The District and CSEA will meet to initially develop the criteria to be utilized when determining which positions will receive the differential pay. The District shall utilize the criteria developed to assign the differential pay to the positions identified. The pay differential shall be added to or dropped from a position based upon student need as determined by the District. Appeals may be made to a committee composed of the Director of Human Resources or designee, the Director of Special Education or designee and Association President or designee. Decisions shall be final and not subject to grievance or reclassification processes.

**6.1.5 BILINGUAL STIPEND**

**6.1.5.1** Effective 7/1/08, a bilingual stipend of \$500 per year shall be paid to bargaining unit member(s) selected to regularly perform oral interpreting as required by his/her site. Each stipend position shall be filled pursuant to Article 12.4.d except the selection shall be limited to current site employees. Available stipend positions are as follows and may be expanded due to site and department needs as determined by the District:

Elementary Schools – 1 per site

Alternative Education – 1

District Support Center – 1

Family Services – 1

Transportation – 1

Middle Schools – 2 per site

High Schools – 2 per site

Due to a specific need for interpreting services, the site may occasionally request that the designated employee work additional hours. If an employee is asked by their administrator to fill in for the designee, the employee will be given the ability to receive extra duty to complete their normal duties, if required, with prior administrative approval. These hours will be paid in accordance with the current extra-duty contract language provisions.

**6.1.5.2** Bargaining unit member must pass an oral examination to be eligible for selection. He/she will remain eligible for five years.

**6.1.5.3** The stipend is an annual stipend. The District may renew the assignment year to year based on site needs, previous job performance and personnel needs of the District.

**6.2** **TEMPORARY ASSIGNMENT.** A bargaining unit member may be temporarily assigned the duties and responsibilities of a higher or lower classification.

**6.2.1** If the bargaining unit member is temporarily assigned to work in a higher classification, he/she shall be compensated for the hours worked in that position (range appropriate) for the job assignment and at the same salary step the bargaining unit member is receiving at the time of the duties performed.

**6.2.2** If a bargaining unit member is temporarily assigned to work in a lower classification, he/she shall be compensated for that time at their regular range and step for the job assignment. The District will notify the Association President or designee when a unit member is affected three (3) or more days within a calendar week.

**6.3** **INITIAL PLACEMENT.** Bargaining unit members hired on or before December 31, 1992 or after January 1, 1997, may be granted full credit for a maximum of up to three (3) years' experience in a comparable position. Bargaining unit members hired on or after July 1, 2019 may be granted full credit for a maximum of up to four (4) years' experience in a comparable position. For these bargaining unit members, the District must receive official documentation of previous employment within ninety (90) calendar days of the bargaining unit member's date of employment, effective date of this agreement, or change in status. The District shall render a decision within thirty (30) calendar days after receipt of the unit member's documentation.

a. Murrieta Valley Unified School District substitute experience shall be accepted when equal to at least 75% of the classification work year calendar. Substitute experience from outside districts will be accepted or denied on a case-by-case basis.

**6.4** **JOB ASSIGNMENT.** All bargaining unit members will be paid at the range that reflects their job assignment. If a bargaining unit member works in two or more classifications, the bargaining unit member will be paid at the appropriate range for each of the assignments.

**6.5** **ANNIVERSARY DATE.** Bargaining unit member's advance on the salary schedule on the first day of the twelfth month if their anniversary date occurs on the first through the fifteenth of the month. Bargaining unit members whose anniversary date occurs on the sixteenth to the final day of the month will advance to the next step on the first of the month after the twelfth month of service.

**6.6** **PROMOTION.** A bargaining unit member who receives a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to ensure a minimum salary increase of seven percent (7%) as a result of the promotion, except that the bargaining unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that class.

**6.7** **HOLIDAY WORK/PAY.** All hours worked on holidays designated by this Agreement shall be compensated at two-and-one-half (2-1/2) times the regular rate of pay.

**6.8** **SHIFT DIFFERENTIAL.** A member in the bargaining unit whose assigned work shift continues past 7:00 p.m. and/or whose assigned work shift begins before 5:00 a.m. shall be paid a shift differential of five percent (5%) above the regular rate of pay for all hours worked. Any member in the bargaining unit

whose assigned work shift continues past 12:01 a.m. and before 5:00 a.m. shall be paid a shift differential of seven and one-half percent (7-1/2%) above the regular rate of pay for all hours worked.

**6.8.1** Employees whose regular workweek is non-traditional (other than Monday through Friday) shall be paid a differential of two percent (2%) above the regular rate of pay for all hours worked.

**6.9 CALL-IN PAY.** When the District calls in a bargaining unit member on a day when the bargaining unit member is not scheduled to work, the bargaining unit member shall be paid a minimum of two (2) hours for this call-in time.

**6.10 CALL-BACK PAY.** When the District calls a bargaining unit member back to work after completion of his/her regular assignment, and after the bargaining unit member has left the assigned work area, that bargaining unit member shall be compensated for a minimum of two (2) hours irrespective of the actual time worked.

**6.11 RETROACTIVE PAY.** The District shall make a lump sum payment of an agreed-upon retroactive wage increase resulting from this Agreement or any amendments thereto within sixty (60) days of ratification of this Agreement between the District and the Association.

**6.12 ERROR ON PAY WARRANT.** Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the appointing authority shall, within five (5) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

**6.13 LOST PAY WARRANT.** A pay warrant for a bargaining unit member which is lost after receipt or which is not received within five (5) working days, if mailed, shall be replaced no later than three (3) working days following the unit member's demand of the payroll department for replacement of the check except when precluded by circumstances beyond the controls of the District. The bargaining unit member must sign for receipt of the replaced warrant.

#### **6.14 INTERSESSION SCHOOL**

**6.14.1** Openings for intersession positions will be posted. The intersession assignment shall be made first on the basis of qualifications and then on bargaining unit seniority in each classification of service which is required. No bargaining unit member shall be required to accept such assignment. If bargaining unit members within a classification do not apply for the assignment, it shall be offered to bargaining unit intersession applicants who are qualified to perform the work, and then to District approved substitutes.

**6.14.2** A bargaining unit member who accepts an intersession assignment in accordance with the provisions of this section shall be considered "hours in paid status" for the purposes of this Agreement.

**6.14.3** If a bargaining unit member is assigned to his/her classification, he/she will be paid at his/her range and step. A bargaining unit member serving in a position outside his/her classification shall be paid at the appropriate range and step one (1) for the work performed.

**6.15 ASSIGNMENT OF EXTRA-DUTY, OVERTIME, & SUBSTITUTE WORK.** Extra-duty, overtime, and substitute work assignments including **Civic Center** shall initially, and at the beginning of each school year, be offered in order of classification seniority. Thereafter, such offers shall be made on a rotational basis in such a manner as to distribute extra duty, overtime, and substitute work assignments as equitably as practicable.

a. Extra-duty, overtime, and substitute work will be offered first to the bargaining unit member at the site where the work is, by the appropriate supervisor, or second, to the district bargaining unit members within the classification through the sub-caller.

- b. If the assignment is not filled by 'a,' it will be offered to regular bargaining unit members whose regular assignments are not within the classification needed for extra-duty, overtime, and substitute work assignments and who have met the following:
  - 1. Taken and passed the appropriate test or tests.
    - a. If a bargaining unit member has prior district experience in the same classification, six- (6) month's minimum, he/she meets the testing requirement.
  - 2. Completed the proper application form (Appendix 'I').
- c. Candidates fulfilling numbers one (1) and two (2) above shall be assigned on a rotating basis and shall be assigned through the sub-caller.
- d. Positions not filled through 'a,' 'b', and 'c' will be filled by substitutes through the sub-caller.
- e. Some extra-duty, overtime, and substitute work may require training prior to assignment. The bargaining unit member must attend the appropriate district-provided in-service to qualify for these special duties, i.e.: MVHS Performing Arts Center, MVHS gymnasium, MVHS stadium, etc.
  - 1. If a bargaining unit member has prior district experience in the same classification, six- (6) months minimum, he/she meets the training requirement.
  - 2. District will provide a minimum of two- (2) training sessions each year for those duties that require training prior to assignment.

**6.16 COMPENSATION FOR EXTRA-DUTY, OVERTIME, & SUBSTITUTE WORK.** Overtime or work beyond assigned hours shall be compensated only when the bargaining unit member has obtained approval from his/her supervisor or designee before the overtime is worked, except in emergency situations.

**6.16.1** Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the bargaining unit member for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

**6.16.2** All hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth consecutive day of work.

**6.16.3** A bargaining unit member having an average workday of four (4) and less than eight (8) hours during a workweek shall, for any work required to be performed on the sixth and seventh days following the commencement of this workweek, be compensated for at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the bargaining unit member designated and authorized to perform the work.

**6.16.4** If a bargaining unit member is assigned to work site activities by his/her supervisor, and by mutual agreement works during his/her normal lunch break, such bargaining unit member shall be compensated accordingly.

**6.17 COMPENSATORY TIME.** Compensatory leave hours may be earned instead of paid overtime. These hours are earned in the same manner as overtime is paid. Any hour worked over eight per day will be credited at a rate of one and one-half times the regular hourly rate. (80 overtime hours worked equals 120 hours compensatory time)

**6.17.1** Compensatory time shall be limited to one hundred twenty (120) hours during any fiscal year.

**6.17.2** Compensatory time off shall be taken at a time mutually acceptable to the bargaining unit member and his/her supervisor.

**6.17.3** The bargaining unit member will attempt to use, with supervisor's authorization, all compensatory time within three (3) months of earning such.

**6.17.4** All compensatory time must be used within the fiscal year earned. If the compensatory time off has not been scheduled by the end of the fiscal year in which it was earned, the District shall pay the bargaining unit member for all such time at the appropriate overtime rate based on the bargaining unit member's current rate of pay.

**6.18 RECLASSIFICATION REQUEST PROCESS.** It is the intent of this section to adjust the pay range to accurately reflect the duties of the classification where there has been clear evidence of a significant change, required by the District, in the duties being performed by incumbents in such positions, where such changes are not temporary in nature, and where changes require a skill level or a responsibility level significantly different than that usually required of the existing position's classification. Changes to a position can occur naturally over a period of time or as the result of organizational changes. However, all reclassification requests will be subject to the negotiations process. District and CSEA's Reclassification Committee will meet annually to process all requests. Those permanent, non-probationary bargaining unit members requesting reclassification shall submit their request on the Reclassification Request Form in Appendix H-1. The deadline to turn in the reclassification request form is October 1<sup>st</sup> of each year.

#### **6.18.1 DEFINITIONS**

- a. **"Classification"** means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.
- b. **"Reclassification"** means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position.
- c. **"Reclassification Committee"** shall consist of (3) three bargaining unit representatives and (3) three management representatives to be identified by September 1st.

**6.18.2** The bargaining unit reclassification committee representatives shall be appointed by the Association. The Superintendent or designee will determine management reclassification committee representatives. The committee shall be constituted on or before November 1<sup>st</sup> of each year. The Association and District will each select up to five (5) for a total of ten (10) reclassification requests to be considered by the committee. Each member of the committee shall be objective and act judiciously in reviewing and selecting reclassification requests.

**6.18.3** Either the District, the Association's Executive Board or a permanent, non-probationary classified bargaining unit member may initiate a reclassification request. The deadline to turn in the reclassification request form is October 1<sup>st</sup> of each year. All request forms must be completed thoroughly and correctly and must be submitted to the District Support Center, attention: *Reclassification*. The request will be date and time stamped at the District Support Center. After October 8<sup>th</sup>, the CSEA President may review a list of the applicants. Human Resources will forward a copy to the employee's supervisor who will complete the Supervisor's Reclassification Comments form. Human Resources will prepare copies of the Request for Reclassification form and any supporting documents.

- a. The reclassification committee shall receive a copy of all application materials, including pertinent information included therein, at the first scheduled meeting, to be held on or prior to November 1<sup>st</sup>. The reclassification committee shall be responsible for conducting all investigations and comparisons into the reclassification request. Committee members shall not conduct individual investigations without the approval of the committee.
- b. The reclassification committee will schedule a meeting with the applicants no later than December 1<sup>st</sup>. Upon mutual agreement by the District and Association up to ten (10)

positions annually may be selected for reclassification. The District agrees to set aside \$75,000 on an annual basis to be used for reclassification. Any unused portion of the \$75,000 shall be rolled over to the next year, not to exceed \$150,000 starting with requests received during the 19/20 school year. The reclassification committee shall build consensus and submit a final recommendation to the superintendent and board of education prior to March 1<sup>st</sup>. Notification shall include a form agreed upon by both parties as to the reason for denial. Employees may re-apply for the following fiscal year.

- c. Prior to a recommendation being reported to the Superintendent or designee, the committee will establish the appropriate classification, duties, and range as defined in Article 6.18.1.a. The reclassification committee's original recommendation shall be brought to labor management. CSEA may include one reclassification representative from the reclassification committee and one negotiation representative at this labor management meeting to discuss the reclassification implementation and to negotiate the impacts and effects prior to being reported to the Superintendent or designee and the Board of Education. The Labor Management Meeting will not change the recommendation of the Reclassification Committee.
  - d. Reclassification requests must be approved by the Board of Education prior to the change taking place.
  - e. If the reclassification is approved by the Board of Education, bargaining unit members will be compensated retroactively to October 1<sup>st</sup>.
  - f. Nothing in this article limits the District's right to propose or implement reclassification at other times during the school year. It is the intent of the District to follow all legal requirements in reference to the bargaining process and the effects of any decisions that are made.
  - g. It is understood that there is no requirement to reclassify any particular position(s) in a given year. The reclassification committee's decisions are not subject to the grievance procedures of the Collective Bargaining Agreement. An employee shall have the right to grieve an alleged violation of the reclassification procedures.
- 6.18.4 RECLASSIFICATION REQUEST PROCESS.** If a reclassification request meets the specified criteria but no current position exists, the parties may negotiate an appropriate new classification, as defined in Article 6.18.1.a.

**6.18.5 RECLASSIFICATION TIMELINES.** Reclassification timelines may be waived by mutual agreement between the association and the district.

**6.19 SALARY STUDY.** Before opening all successor agreements, a total compensation salary study will be completed by the Superintendent or designee or through a contract with a private organization with experience in the total compensation salary study process.

## ARTICLE 7 - BARGAINING UNIT MEMBER FRINGE BENEFITS

Effective July 1, 2022, the District's annual maximum cap/contribution is \$10,850 (ten thousand eight hundred fifty dollars) on behalf of full-time unit members and their eligible dependents for employee fringe benefits.

The District-paid composite insurance program shall include:

- 7.1.1 Health and major medical insurance
- 7.1.2 Dental Insurance
- 7.1.3 Vision Insurance
- 7.1.4 Life Insurance (employee only)
- 7.1.5 Accidental Death and Dismemberment
- 7.1.6 Orthodontia
- 7.1.7 Chiropractic Care

**7.2 EFFECTIVE DATE.** Insurance benefits shall be granted on the first day of the month following the bargaining unit member's date of hire.

**7.3** The District may change carriers, insurers, administrators, plans, or self-insure provided the same or similar level of coverage and benefits are maintained and provided further, the Association is given the opportunity to meet and consult prior to implementation of such a change.

**7.4 PRORATED HEALTH BENEFITS.** The District shall contribute a prorata share on behalf of part-time bargaining unit members toward group health insurance benefits. The prorata share shall be determined by the number of hours assigned to the affected bargaining unit member as the numerator, divided by the number of hours in a full-time assignment. (For example, the District would contribute up to 50% of the cap for a half-time bargaining unit) The bargaining unit member through monthly payroll deductions shall pay the difference.

**7.4.1** A bargaining unit member working 20 hours or more per week shall have the option of paying a prorata share in relation to their average weekly assigned hours for full coverage or waiving all benefits. The District will contribute a prorata share so that the monthly contribution to all insurance payments covers all costs. Any employees hired as of June 30, 2004 and working less than 20 hours per week and enrolled in Murrieta Valley Unified School District's health and benefits program as of October 1, 2004, will be grandfathered to continue receiving benefits under the terms of 7.4.1 as they existed in 2003/04.

**7.5 GRANDFATHERING FOR HEALTH BENEFITS.** A bargaining unit member in the bargaining unit who received full benefits as listed in Article 7.1 of the Association contract, and who was employed in good standing for the fiscal year 1988-89, will be grandfathered for these benefits and not required to pay a prorata share of the benefit package.

### **7.6 RETIREE HEALTH AND WELFARE BENEFITS**

**7.6.1** The District will pay the equivalent of the lowest HMO medical premium (employee only) towards the health and welfare package (health, dental, and vision) as it exists in the year of retirement for full-time bargaining unit members. Bargaining unit members must elect benefits within the required election period, as defined by the insurance carriers.

7.6.1.a Bargaining Unit Members hired before 7/1/09, who are at least fifty-five (55) years of age and have ten (10) years of service in the District.

7.6.1.b Bargaining Unit Members hired on or after 7/1/09, who are at least fifty-five (55) years of age and have fifteen (15) years of service in the District.

**7.6.2** Full-time bargaining unit members who are at least fifty-five (55) years of age and have at least five (5) years of service in the District may purchase a health and welfare package (medical, dental and vision) at the retiree rates. Bargaining unit members must elect benefits within the required election period, as defined by the insurance carriers.

- 7.6.3** Beginning July 1, 2005, less than full-time bargaining unit members who are at least fifty-five (55) years of age with at least five (5) years of services in the District and who have participated in the District's health and welfare plan continuously for the immediate 24 months preceding retirement, may purchase a health and welfare package (health, dental and vision) at the retiree rates. Bargaining unit members must elect benefits within the required election period, as defined by the insurance carriers.

For part-time bargaining unit members who are at least fifty-five (55) years of age with at least fifteen (15) years of service in the District and who have participated in the District's health and welfare plan continuously for the immediate 24 months preceding retirement, the District shall contribute a prorata share toward a group health package (medical, dental, and vision). The prorata share shall be determined by the number of hours assigned to the affected bargaining unit member at the time of retirement as the numerator, divided by the number of hours in a full-time assignment. (For example, the District would contribute up to 50% of the contribution defined in Article 7.6.1 for a 4-hour bargaining unit member towards the health and welfare package (health, dental and vision). Bargaining unit members must elect benefits within the required election period, as defined by the insurance carriers.

- 7.6.4** This benefit will be provided for a period of no more than five (5) years or until the unit member attains Medicare age eligibility; whichever comes first. Those bargaining unit members who wish to extend medical coverage beyond the five (5) years above may purchase a health and welfare package (medical, dental and vision) at the retiree rates until Medicare age eligibility.
- 7.6.5** Bargaining unit members may include eligible dependents in the plan; however, the cost difference greater than employee-only coverage must be paid by the bargaining unit member.
- 7.6.6** In the event of the death of the bargaining unit member, during the retirement benefit coverage, the surviving eligible dependents may continue to participate in the health and welfare package with the cost being incurred by the surviving eligible dependents.

## ARTICLE 8 - BASIC WORK DAY, WEEK, AND YEAR

- 8.1 INITIAL EMPLOYMENT.** Upon initial employment, each bargaining unit member shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position. Within ten (10) days of employment the supervisor will meet with the new bargaining unit member and inform the bargaining unit member of specific duties of the position, work schedule, and evaluation procedures.
- 8.2** The workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Article 6.14.2.
- 8.3** The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours.
- 8.3.1** All bargaining unit members working six (6) or more hours a day are entitled to and are required to take a minimum of thirty (30) minutes for a non-paid lunch break within one (1) hour of the mid-point of the workday. With mutual consent of the bargaining unit member and his/her supervisor a maximum of one (1) hour may be taken for a lunch break. All lunch time shall be in addition to the assigned work hours.
- 8.3.2** All bargaining unit members working seven (7) or more hours daily shall be granted two (2) separate paid ten (10) minute rest breaks. Rest breaks will be scheduled so that they are not at the start or end of the bargaining unit member's workday or lunch period.
- 8.3.3** All bargaining unit members working six (6) hours daily, but less than seven (7) hours daily are entitled to and required to take one paid ten (10) minute rest break. Rest breaks will be scheduled so that they are not at the start or end of the bargaining unit member's workday or lunch period.
- 8.3.4** All bargaining unit members working four (4) hours or more, but less than six (6) hours daily are entitled to and required to take one ten (10) minute paid rest break as close to mid-point in their assigned shift as possible. Rest breaks will be scheduled so that they are not at the start or end of the bargaining unit member's workday or lunch period.
- 8.4** Members in the bargaining unit who work an average of thirty (30) minutes or more per day in excess of his regular part-time assignment, but not in a substitute role, for a period of twenty (20) consecutive working days or more shall have his regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.
- 8.5** The District and Association shall negotiate items on the school and standardized work year calendar which fall within the scope of representational bargaining.
- 8.6 STANDARDIZED WORK YEAR CALENDARS.** All bargaining unit members working in a less than 12-month position shall work the Standardized Work Year Calendar established for that position. For 12-month employees, the District will develop a 12-month calendar. 12-month employees are to work 245 work days. The bargaining unit member and his/her supervisor must mutually agree upon a duty day calendar to address days above the 245 days.
- 8.6.1** An individual bargaining unit member and his/her supervisor must mutually agree upon any change to the standardized work year calendar in writing.
- 8.7** Increase in hours. When additional time is assigned to a part-time position on a regular basis, the assignment shall be based on the following conditions:
- a. Qualifications.** The first criteria examined will be the qualifications of the candidates.

**b. Past Performance.** The second criteria examined will be the past performances of the candidates. Both the District and the Association agree to review and revise the evaluation criteria so that clear delineation can be made on the past performances of bargaining unit members.

**c. Seniority.** In the rare cases where qualifications and past performances do not differentiate candidates, seniority will be the criteria used to differentiate candidates.

**8.7.1** The assignment of extra hours of (15) fifteen minutes or less will be made first to bargaining unit members within the classification at the school site or department, then will be opened to bargaining unit members within the classification districtwide in accordance with the criteria outlined in Article 8.7 a. through c

**8.8** All non-emergency work on Sundays or Holidays will be for a minimum of four (4) hours and compensated in accordance with Article 6.

**8.9** The District shall make available at each work site, where permissible by space, adequate lunchroom facilities for classified bargaining unit member use.

## ARTICLE 9 - REDUCTION OF WORK FORCE

- 9.1** Classified bargaining unit members shall be subject to layoff for lack of work or lack of funds. Whenever a classified bargaining unit member is laid off, the order of layoff within the job classification shall be determined by date of hire. The bargaining unit member who has been employed the shortest time in the class plus time in a higher job classification shall be laid off or reduced in hours first. Bargaining unit members laid off are eligible for re-employment for a period of 39 months. Re-employment shall be in the reverse order of layoff. Permanent bargaining unit members laid off shall have the right to participate in District promotional examinations at the In-House level during the thirty-nine (39) month period.
- 9.2** Bargaining unit members who accept voluntary demotions or voluntary reductions in assigned time in lieu of layoff or remain in their present positions rather than be reclassified or reassigned shall be granted the same rights as persons who are laid off and shall retain eligibility for reemployment for an additional period of up to twenty-four (24) months. The bargaining unit member may return to any position within their former class with increased assigned time in order to regain the hours lost in the layoff action as vacancies become available, except that they shall be ranked in accordance with their seniority on any valid re-employment list.
- 9.3** For purposes of this Article, service commencing or continuing after July 1, 1976, "length of service" means all holiday, recess, or during any period that school is in session or closed, but does not include any hours compensated solely on an overtime basis.
- 9.4** Members of the bargaining unit shall hold re-employment rights for a period of thirty-nine (39) months from the date of layoff and shall be re-employed in accordance with their rank in their job classification on the re-employment list, and in preference to new applicants for a position in the same job classification.
- 9.5** The District will attempt to reassign a regular bargaining unit member who has been laid off according to their bargaining unit seniority, providing the bargaining unit member is qualified and is willing to accept such an assignment. Any adjustment in salary would be made in accordance with Article 6 of this Agreement.
- 9.6** Temporary bargaining unit members whose services have been discontinued because of a reduction in staff shall hold no re-employment rights as such.
- 9.7** Probationary bargaining unit members who are laid off because of staff reduction shall be returned to their former positions on the basis of seniority within their given job description and as the need for their services may develop.
- 9.8** If two (2) or more bargaining unit members subject to layoff have the same date of hire, the determination as to who shall be laid off will be made on the basis of greater bargaining unit seniority or, if that be equal, the greater length of service, and if that be equal, then the determination shall be made by lot.
- 9.9 Retirement in Lieu of Layoff**
- 9.9.1** Any member in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such bargaining unit member shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete, and submit a form provided by the District for this purpose.
- 9.9.2** The bargaining unit member shall then be placed on a thirty-nine (39) month re-employment list; however, the bargaining unit member shall not be eligible for re-employment during such other period of time as may be specified by pertinent Government Code Sections.
- 9.9.3** The District agrees that when an offer of re-employment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance

of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his retired status.

- 9.10** A bargaining unit member laid off from his present class may bump into the next lower class in which the bargaining unit member has greatest seniority considering his seniority in the lower class and any higher classes. The bargaining unit member may continue to bump into lower classes to avoid layoff.
- 9.11** A bargaining unit member shall notify the District of his/her intent to accept or refuse re-employment within five (5) working days following receipt of the re-employment notice.

## ARTICLE 10 - LEAVES

- 10.1 BEREAVEMENT LEAVE.** Bargaining unit members shall be granted a leave with full pay in the event of the death of any member of the bargaining unit member's immediate family. The leave shall be for a period of five (5) days, or seven (7) days leave of absence if out-of-state travel is required. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, step parent, step son, step daughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the bargaining unit member. At his/her discretion, the Superintendent/designee may grant additional bereavement leave. The decision of the Superintendent/designee shall be final and not subject to appeal or grievance procedure.
- 10.2 JURY DUTY.** A bargaining unit member shall be entitled to leave without loss of pay for any time the bargaining unit member is required to perform jury duty. The District shall pay the bargaining unit member the difference, if any, between the amount received for jury duty and the bargaining unit member's regular rate of pay. Any meal, mileage, and/or parking allowance provided the bargaining unit member for jury duty shall not be considered in the amount received for jury duty.
- 10.3 SICK LEAVE**
- 10.3.1** Leave of Absence for illness or injury: A bargaining unit member employed five (5) days a week by a school district shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District with full pay for a fiscal year of service.
- 10.3.2** A bargaining unit member employed five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
- 10.3.3** A bargaining unit member employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 10.3.4** Pay for any day of such absence shall be the same as the pay, which would have been received, had the bargaining unit member served during the day of illness.
- 10.3.5** At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each bargaining unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new bargaining unit member of the District shall not be eligible to take more than six days until the first of the calendar month after completion of six months of active service with the District.
- 10.3.6** Pregnancy may be treated as an illness for the purposes of sick leave.
- 10.3.7** If a bargaining unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 10.3.8** In addition to any other entitlement for leave of absence for illness or injury with pay, a classified employee hired on or after January 1, 2017, who is a military veteran with a military service-connected disability rated at thirty percent (30%) or more by the United States Department of Veterans Affairs shall be entitled to leave of absence for illness or injury with pay of up to twelve (12) days for the purpose of undergoing medical treatment, including mental health treatment, for his or her military services-connected disability.

- a. Leave granted under this section is not cumulative from year to year. Leave may be used for a finite period of 12 months of employment as specified in Education Code section 44978.2.
- b. The bargaining unit member must submit proof that a leave of absence for illness or injury used under this subdivision is for treatment of the military service-connected disability that qualifies under this section.
- c. A bargaining unit member who qualifies for this leave and is employed less than five (5) days per week is entitled to a pro-rata number of days of leave that his/her number of days of employment bears to twelve (12).

**10.4 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.** In addition to any other benefits that a bargaining unit member may be entitled to under the Workers' Compensation laws of this state, bargaining unit members shall be entitled to the following benefits:

**10.4.1** A bargaining unit member who has obtained permanency in the District and has suffered an injury or illness arising out of and in the course and scope of his employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the bargaining unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

**10.4.2** Payment for wages lost on any day shall not, when added to an award granted the bargaining unit member under the Workers' Compensation laws of this state, exceed the normal wage for the day.

**10.4.3** The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, a bargaining unit member is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he shall be entitled to use only so much of his accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

**10.4.4** Any time a bargaining unit member on Industrial Accident or Illness Leave is able to return to work within the first five months he/she shall be reinstated in his/her position without loss of pay or benefits. This does not mean that a bargaining unit member will be paid beyond exhaustion of all available paid leave.

**10.5 PERSONAL LEAVE** Any bargaining unit member shall be entitled to charge twelve (12) days of unused sick leave per school year to be used for any purpose which such bargaining unit member deems sufficiently important to absent themselves from their duties. The bargaining unit member shall notify the supervisor and enter into the District's Absence Management System (i.e., Frontline) at least forty-eight (48) hours in advance of taking such leave. Forty-eight (48) hours' notice will not be required if the absence is due to the death of a member of the bargaining unit member's immediate family when additional leave is required beyond that provided in Section 10.1 of this Article, or an accident or illness involving a bargaining unit member's person or property or the person or property of his immediate family, or when resulting from an appearance in any court or before any administrative tribunal as a litigant party or witness, or when an emergency makes such advance notification impossible, or such other reasons approved by the District.

**10.5.1** A "day" is defined as the bargaining unit member's regularly scheduled working hours.

**10.5.2** The District shall provide an annual required training on the District's Absence Management System.

**10.5.3** Except in the event of extenuating circumstances, failure to return to work on the date specified in any leave agreement shall be considered an unauthorized absence. All days for which unit member does not return to duty after the expiration of an approved leave shall be considered absences without approved leave and shall be unpaid unless another authorized leave is submitted and approved. Failure to report to work, failure to contact the Human Resources

Department, or failure to return to duty within five (5) working days after the expiration of approved leave, may be considered job abandonment and may result in discipline up to, and including dismissal.

**10.6 PARENTAL LEAVE.** An unpaid leave of absence, up to one (1) year, may be granted to a permanent bargaining unit member for the purpose of raising his/her natural or adopted child.

**10.6.1** Bargaining unit members may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the bargaining unit member's child, or the placement of a child, through either adoption or foster care, with the bargaining unit member as provided by the California Family Rights Act (CFRA)

**10.6.2** If a bargaining unit member exhausts his/her accumulated sick leave prior to expiration of the twelve (12) week child bonding leave, he/she shall be entitled to not less than 50% differential pay for the balance of the twelve (12) week period. Consistent with the CFRA, if both parents work for the District, only one twelve (12) week period is available under this subsection in a twelve (12) month period.

**10.6.3** For the birthing parent, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave.

**10.6.4** For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave.

**10.6.5** Such leave requests shall be in writing and submitted to Human Resources at least thirty (30) days in advance, except in the case of emergency, so that the District can make adequate staffing arrangements.

**10.7 FAMILY MEDICAL LEAVES – Definition of 12-Month Period.** Under the dual provisions of the FMLA and CFRA, bargaining unit employees are entitled to a maximum of twelve (12) workweeks of unpaid leave for a qualifying reason in any twelve (12) month period. The twelve-month period shall be defined as any 12-month period commencing on the first date that FMLA/CFRA leave is taken and counting backward from that date.

**10.8 EXTENDED SICK LEAVE BENEFIT.** Classified employees shall, once a year on July 1 be credited with 100 working days of paid sick leave, including any regular sick leave to which he or she is entitled under Article 10.3. Pay for the extended sick leave days shall be paid at 50% of the employee's regular salary. This paid sick leave shall be in addition to other paid leaves, holidays, vacation, or compensation time to which the employee may be entitled.

**10.9 CHILDREN'S SCHOOL ACTIVITIES LEAVE.** Bargaining unit members shall be granted up to forty (40) hours of unpaid leave time each school year (not to exceed eight (8) hours monthly) in order to participate in their children's school activities. Such leave is not cumulative from year to year. This leave will be pre-approved by the bargaining unit member's immediate supervisor or designee. School activities shall include, but not be limited to, events such as awards assemblies, student performances, or school plays. Events or activities requiring a short period of time not to exceed two (2) hours, need not be reported for payroll purposes but will be recorded at the site or department level. Activities requiring more time such as school field trips or school sports events will be reported and taken without pay.

**10.10 Catastrophic Leave –** Catastrophic Leave may be requested in accordance with Board Policy.

**ARTICLE 11 - VACATIONS**

**11.1** All members in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1 through June 30.

**11.1.1** For the purpose of this article, employees working less than twelve-months shall have earned vacation included within their total salary compensation according to their assigned duty day calendar.

**11.2** Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. When approved by the District, the paid vacation shall be granted in the fiscal year in which it is earned.

**11.3** Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

**11.3.1** From the first month through the fourth year of service, vacation time shall be earned and accumulated at the rate of one (1) day vacation for each month of service, not to exceed twelve (12) days per fiscal year.

**11.3.2** Commencing with the fifth year through the eighth year of service, vacation time shall be earned and accumulated at the rate of 1.33 days' vacation for each month of service, not to exceed sixteen (16) days per fiscal year.

**11.3.3** Commencing with the ninth year, vacation shall be earned and accumulated at the rate of 1.75 days' vacation for each month of service, not to exceed twenty-one (21) days per fiscal year.

**TWELVE-MONTH BARGAINING UNIT MEMBERS**

1 month to 4 years	12 days' vacation
5 through 8 years	16 days' vacation
9 years and above	21 days' vacation

**ELEVEN-MONTH BARGAINING UNIT MEMBERS**

1 month to 4 years	11 days' vacation
5 through 8 years	14.63 days' vacation
9 years and above	19.25 days' vacation

**TEN-MONTH BARGAINING UNIT MEMBERS**

1 month to 4 years	10 days' vacation
5 through 8 years	13.3 days' vacation
9 years and above	17.5 days' vacation

**11.4** Pay for vacation days for all bargaining unit members shall be the same as that which the bargaining unit member would have received had he/she been in a working status.

**11.5** When a member of the bargaining unit is separated from employment for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the separation.

**11.6 VACATION POSTPONEMENT**

**11.6.1** If a twelve-month bargaining unit member's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request his vacation date be changed; and the District shall grant such request in accordance with the vacation schedule available at that time. The bargaining unit member may elect to have his/her vacation rescheduled in accordance

with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year.

**11.7** Bargaining unit members are expected to use their annual vacation allotment. Any member in the bargaining unit who has been employed for more than one (1) year may carry over no more than five (5) days of vacation to the following fiscal year. Any vacation days not used will be paid off at the bargaining unit member's daily rate within thirty (30) days of the close of the fiscal year.

**11.8** Vacations shall be scheduled at times requested by bargaining unit members as far as possible within the District's work requirements.

**11.8.1** Vacation calendars must be pre-approved by your supervisor.

- Each twelve-month bargaining unit member will receive a site/department specific calendar containing the available dates for vacation by May 15th of each year.
- Each site/department calendar will contain block-outs of time that are not available due to various site needs, i.e., beginning/ending of a school year, etc.
- Bargaining unit members must return their vacation calendar request to their site/department administrator by June 15th of each year.
- A bargaining unit member who does not submit a vacation calendar by June 15<sup>th</sup> shall be subject to the provisions in 11.8.2.
- If two or more bargaining unit members from the same site/department request the same vacation schedule, the selection will alternate each year, beginning with the most senior bargaining unit member.

**11.8.2** If the bargaining unit member does not submit a prior request for vacation, the following guidelines should be followed:

- a. one (1) day of vacation requires a thirty (30) day advance notice
- b. one (1) week of vacation requires a forty-five (45) day advance notice
- c. two (2) weeks of vacation requires a ninety (90) day advance notice

**11.8.3** The bargaining unit member may also choose not to utilize this procedure with the understanding that there is no guarantee your request will be honored.

**11.8.4** Any twelve-month bargaining unit member who has not scheduled his vacation by March 15th of each year will meet with his supervisor immediately to schedule vacation time before the end of the school year, June 30th.

## ARTICLE 12 - ASSIGNMENT, TRANSFER, AND FILLING OF VACANCIES

- 12.1 ASSIGNMENT.** The Superintendent or designee shall be responsible for the initial assignment of all district personnel, subject to approval of the Board of Education.
- 12.2 POSTING.** The Superintendent or designee shall post classified vacancies for a minimum-of seven (7) calendar days once a position becomes vacant. Vacancies shall be posted as they occur. Exceptions include classifications at range seventeen (17) and below and Special Education Assistants and D.I.S. Aides which will be flown transfer/in-house/open & promotional concurrently and may be posted until filled. The District may contact potential Transfer applicants by phone or email to determine their interest in a Transfer opportunity in order to expedite the process and/or move to the In-House level more quickly. This will be determined on a case-by-case basis when there are 10 or less potential transfer applicants.
- 12.3 VACANCY APPLICATION PERIOD.** Any member of the bargaining unit may apply for a vacancy by submitting an application to the Human Resources Department within the application period as indicated on the posting notice.
- 12.4 FILLING OF VACANCIES.** Once a vacancy has been posted outside the District, the best-qualified candidate, whether bargaining unit member or outside applicant, shall be selected. The order for filling vacancies will be as follows:
- a. 39-month re-hires (12.8)
  - b. transfers 12.5
  - c. involuntary transfer/reassignment (over-staffing) (12.7)
  - d. involuntary transfer/reassignment (special circumstances) (12.11), voluntary reassignment, in-house & promotional (12.9 & 12.10)
  - e. probationary employees and open & promotional (12.12)
- 12.4.1 First consideration.** Bargaining unit members who apply for a vacancy must meet minimum qualifications as outlined on the job description and pass the job specific pre-employment assessments. Bargaining unit members who meet these minimum qualifications will be provided an interview to be considered for a promotion.
- 12.5 A TRANSFER** is a lateral movement from one position to another position that has the same classification and job description. A bargaining unit member who has permanent status in a classification may apply for a posted transfer. When two or more bargaining unit members apply for a transfer and all possess relatively equal qualifications per the job description, training, and experience for the job, as determined by the District, the District shall select the applicant with the greatest length of service based on hire date within the classification.
- 12.5.1 Lateral transfer.** When a position becomes available, a permanent bargaining unit member serving in the same classification may apply for the position and shall be granted an interview.
- 12.5.2 Denial of transfer.** A request for transfer shall not be denied arbitrarily or capriciously.
- 12.5.3 Notification of status for transfer.** Upon written request, bargaining unit members shall be provided reasons in writing for not receiving the requested transfer which may include constructive suggestions for professional growth.
- 12.5.4 Notification of permanent transfer.** A three (3) day notice shall be provided to classified members for involuntary/voluntary transfers. Exclusions to this timeline would be subject to individual student/program needs.
- 12.6 NOTIFICATION OF PERMANENT REASSIGNMENT.** A three (3) day notice shall be provided to classified members for involuntary/voluntary reassignments. Exclusions to this timeline would be subject to individual student/program needs.

- 12.7 INVOLUNTARY TRANSFER/REASSIGNMENT - OVERSTAFFING.** An involuntary transfer shall be made when there is a decrease/reduction in the number of students at a site, which requires the decrease in the number of bargaining unit members. Volunteers will be requested before any involuntary transfers occur. If there are no volunteers, the district will proceed with involuntary transfers. The bargaining unit member with the least seniority will then be transferred.
- 12.8 A 39-MONTH RE-HIREE** is a permanent bargaining unit member of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available leave. If at the conclusion of all leaves of absence, paid or unpaid, the bargaining unit member is still unable to assume the duties of his/her position, the bargaining unit member shall be placed on a re-employment list for a period of 39 months. If at any time during the prescribed 39 months the bargaining unit member is able to assume the duties of his/her position, the bargaining unit member shall be re-employed in the first vacancy in the classification of his/her previous assignment.
- 12.9 VOLUNTARY REASSIGNMENT.** A bargaining unit member who has permanent status in a classification may request, in writing, a reassignment to a job classification with lower minimum qualifications, salary, number of hours, and/or benefits, subject to the approval of the Superintendent or designee and the Association President or designee. The Association will respond within five (5) days of notification. Such bargaining unit members shall possess the minimum qualifications for the job classification to which he/she desires to be reassigned. Placement on the new range of the salary schedule shall be as of the date of the reassignment. Salary shall be adjusted to the same step on the new range as held on the range prior to reassignment.
- 12.10 PROMOTION** is a change in the assignment of a bargaining unit member from a position in one classification to a vacant position or a newly created position in another classification with a higher maximum salary rate. Bargaining unit members who meet minimum qualifications shall be entitled to an interview. If two or more such bargaining unit members are equally qualified, as determined by the District, the senior bargaining unit member shall be given preference over the other equally qualified bargaining unit member(s). The final selection is within the sole discretion of the District.
- 12.11 INVOLUNTARY TRANSFER/REASSIGNMENT - SPECIAL CIRCUMSTANCES.** An involuntary transfer or reassignment is one not sought or requested, or not agreed to by the bargaining unit member transferred/reassigned. The District reserves the right to involuntarily transfer an employee when there are irreconcilable differences between bargaining unit members, provided the following criteria has been met:
- a. The District's current policy regarding the employee-to-employee complaint process has been initiated.
  - b. A District appointed facilitator has been offered to meet with the bargaining unit members to attempt a conflict resolution. The recommendations of the facilitator shall be accepted and implemented by all parties involved.

A bargaining unit member, upon request, shall be given written reasons for transfer/reassignment and upon request will be given a conference with the Superintendent or designee. All involuntary transfers/reassignments shall meet the following criteria.

**12.11.1** An involuntary transfer or reassignment shall not change the bargaining unit member's anniversary date, accumulated illness leaves, and accumulated vacation credit, or in any manner reflect adversely upon his/her rights.

**12.11.2** No involuntary transfer or reassignment shall be arbitrary or capricious.

**12.12 OPEN & PROMOTIONAL SCREENING/SELECTION PROCESS.**

**12.12.1** All applications will be reviewed by the Assistant Superintendent of Human Resources or designee to determine if the applicants meet the minimum qualifications based on job specifications.

- 12.12.2 Interview Panel.** Applicants selected for an interview will be interviewed by a panel of not less than three (3) members. The Association president or designee shall be provided the opportunity to serve as one member of the Panel. At the conclusion of the interview panel process, all panel members shall be afforded the opportunity to provide input.
- 12.12.3 Final Selection.** At the conclusion of the selection process, the position will be offered to the most qualified candidate as determined by the District. If two or more bargaining unit members are equally qualified, as determined by the District, the senior bargaining unit member shall be given preference over other bargaining unit members.
- 12.12.4 Notification of status for promotion.** Upon written request, bargaining unit members shall be provided reasons in writing for not receiving the promotion.

## ARTICLE 13 - PROBATIONARY PERIODS AND EVALUATIONS

- 13.1 PROBATIONARY EMPLOYEE.** Each person employed by the District to fill a regularly established full-time or part-time position (less than an eight [8] hour day) shall be classified as probationary during the first six (6) months or one hundred and thirty (130) days of paid service, whichever is longer. At the completion of a successful probationary period, a unit member is classified as a permanent bargaining unit member.
- 13.1.1** A probationary employee may be terminated without cause and without the rights to a hearing under Article 17 of this Agreement.
- 13.1.2** Bargaining unit members who are probationary to the district may only apply for vacant positions when a position is flown outside the district (Open & Promotional.)
- 13.1.3** Probationary employees shall be evaluated a minimum of two (2) times during the probationary period. Such evaluations shall be at three (3) working months and five (5) months.
- 13.1.4** All probationary employees will have their evaluation conference within two (2) weeks of the end of each evaluation period.
- 13.1.5** An employee's probationary period may be extended upon written mutual agreement of the District, Association and the affected employee.
- 13.2 "PERMANENT EMPLOYEE"** is regular bargaining unit member who successfully completes an initial probationary period, which shall not exceed six (6) months or one hundred and thirty (130) days of paid service, whichever is longer.
- 13.2.1** Permanent employees shall be evaluated biennially prior to April 15 of the year. However, the District reserves the right to evaluate permanent bargaining unit members every year.
- 13.2.2 PROMOTIONAL PROBATIONARY PERIOD.** A bargaining unit member who is promoted shall serve a probationary period of six- (6) working months in the new classification. If it is reasonably determined within such period that the bargaining unit member cannot perform the duties of the position, said bargaining unit member shall be returned to his/her former position.
- a. Permanent employees who have been promoted shall be evaluated every ninety-days (90), twice, within the six-month (6) probationary period.
- 13.2.3** Prior to an overall unsatisfactory evaluation, an evaluator who has valid concerns regarding a bargaining unit member's performance shall establish goals, objectives, and expectations in a timely manner with the bargaining unit member.
- 13.2.4** In the event of an overall unsatisfactory evaluation, the bargaining unit member may request in writing that the evaluator's immediate manager or designee review the evaluation with the bargaining unit member's response attached. The manager or designee's decision shall be final.
- 13.2.5** In the event of an overall unsatisfactory evaluation, the evaluator shall take positive action to assist the bargaining unit member in correcting any cited deficiencies. Assistance should include the following:
- a. Specific written recommendations for improvement
- b. Directed assistance to implement the recommendations
- c. Provision of any additional resources to be utilized to assist with improvement, if applicable
- d. Techniques and means of measuring improvement
- e. Time schedule to monitor progress

- 13.3** The supervisor, principal, or other administrator responsible for their work will evaluate bargaining unit members.
- 13.4** All evaluations must be made on the District evaluation form. (Appendix “G”)
- 13.5** All marks, comments, suggestions, and dates must be made either in ink or by typewriter. Signatures of the evaluator and the evaluatee must be in ink. If changes are necessary, the original mark or comment may be crossed out and the correction initialed by the bargaining unit member. No erasures are permitted.
- 13.5.1** Performance evaluations shall be based upon objective information. Objective information may include, but is not limited to the following:
- a. Direct observation by the immediate supervisor
  - b. District records or documents
  - c. Conferences and other direct communication between the immediate supervisor/evaluator and the person being evaluated
  - d. Written commendations and/or complaints
  - e. Written communications from the person being evaluated
  - f. Examples or samples of work actually performed by the person being evaluated
  - g. Written communications from the immediate supervisor/evaluator
- 13.6** The evaluation form, with supporting documentation is to be reviewed with the bargaining unit member by the evaluator, dated, and signed by both the evaluatee and evaluator. Signing of the evaluation or supporting documents by the bargaining unit member does not necessarily mean agreement, but only indicates that the evaluation and any supporting documents have been reviewed by the bargaining unit member. A copy of the evaluation and any supporting documents must be given to the evaluatee upon conclusion of the evaluation conference.
- 13.7** No bargaining unit member, for purposes of evaluation, shall be held accountable for any aspect of the work program over which the bargaining unit member has no control.
- 13.8** The workload of bargaining unit members shall be annually reviewed, and excessive workloads shall not be detrimental to a bargaining unit member's evaluation.
- 13.9** The bargaining unit member may submit written comments pertaining to the evaluation on a separate page to the evaluator or Human Resources.
- 13.10 PERSONNEL FILES.** Any person who places written material or drafts written material for placement in a bargaining unit member's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a bargaining unit member's personnel file shall indicate the date of such placement.
- 13.10.1** Materials in personnel files of bargaining unit members that may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records that were obtained prior to the employment of the person involved.
- 13.10.2** Every bargaining unit member shall have the right to inspect such materials 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.

## ARTICLE 14 - ORGANIZATIONAL RIGHTS

- 14.1** The Association shall have the right to receive one (1) copy of the complete board agenda.
- 14.2 CONTRACT DISTRIBUTION.** Within thirty (30) days after the execution of this contract, the District shall post a copy of this contract on the District's website for every member in the bargaining unit to utilize. Upon request to Human Resources, any requesting classified employee will be provided with a copy of the current complete executed Agreement. In addition, the District will provide fifty (50) copies of a newly executed Agreement to the Association for distribution.
- 14.3 REASONABLE ACCESS.** The Association shall have the right to access at reasonable times to areas in which bargaining unit members work, for the purpose of representing bargaining unit members on grievances and matters related thereto.
- 14.4 CSEA COMMUNICATION.** The Association shall have the right to use without charge institutional bulletin boards, mailboxes, and the use of the school mail system, and other District means of communication for the introduction or transmission of information of notices concerning the Association. This right shall not intrude on bargaining unit members' right to privacy.
- 14.5 HIRE DATE ROSTER.** The Association shall have the right to be supplied with a complete "hire date" seniority roster of all bargaining unit members on the effective date of this Agreement, and thereafter notice of new hires will suffice. This is a once-a-year provision only. All issues involving seniority shall use the "hire date" list.
- 14.6 ANNUAL CONFERENCE DELEGATE PAID RELEASE TIME.** The Association shall have the right to paid release time for Association chapter delegates to attend the Association annual conference. The actual number of delegates is based on the official C.S.E.A. guidelines as printed by the state office of the California School Employees Association, not to exceed seven (7) delegates.
- 14.7 ORIENTATION BY ASSOCIATION.** The Association shall have the right to conduct a four-hour (4) orientation session (in the afternoon) on this Agreement for bargaining unit members during regular working hours on a District-designated in-service day.
- 14.8 PRESIDENTIAL RELEASE TIME.** In an effort to (a) resolve personnel matters prior to labor management meetings, (b) broaden the base of active participation in the California School Employees Association (CSEA) Chapter #223, and conduct lawful Association business, and provide for quality staff development for all classified employees, the CSEA President shall have full-time release from his/her regular work assignment.

The parties recognize that it is to the advantage of the District, the Association, and the community for the President to take an active role to foster a positive work environment for employees and a positive and safe learning environment for students. The parties also understand the importance to build a positive, collaborative, and pro-active problem-solving approach to issues.

- 14.8.1** As part of the released time assignment, the Association President may be required by the District to provide up to 100 hours of service of mutual interest and benefits to the parties as jointly determined by the President and the Superintendent and/or designee. Such services may include conducting information meetings concerning professional growth, developing ways to assist probationary unit members, attempting to resolve reported conflicts of employees at the earliest and most informal level, assisting with the recruitment of new employees, representing the District and Association at appropriate out of district functions, gathering data for use of both parties in the negotiation process, developing and presenting in-services to district employees on agreed upon topics. No additional compensation shall be provided for these services.
- 14.8.2** The Association will provide the CSEA President with work space and computer access as needed during the release time. To the extent as allowed by law, the District will support the CSEA President in providing pertinent information and data regarding the bargaining unit to

assist with his/her communication and representation of unit members. The District will attempt to assist in providing work space and computer access as available within the district.

- 14.8.3** The chapter agrees to contribute any release time grants made available through the California School Employees Association (CSEA). Such release time grants will be applied for on an annual basis.
- 14.8.4** The CSEA President shall continue to receive his/her regular compensation, salary increases, benefits and earned seniority while in service during this release agreement.
- 14.8.5** The District shall determine the manner in which to fill the position vacated by the CSEA President during the release time. The CSEA President will train his/her replacement within the hours allowed as release time and shall also be available for questions.
- 14.8.6** Upon fulfillment of the CSEA President's term(s) of office, the District shall return him/her to his/her last classification, at the same number of hours he/she previously held if such a position exists.
- a. If such a position does not exist at the time of the expiration of the leave, the District shall, to the extent practicable, place the bargaining unit member in any other available position within the unit member's job family for which the unit member meets the minimum qualifications, or the District shall place the unit member in any other position for which the unit member is qualified.
  - b. A bargaining unit member not placed in a position of his/her former classification as a result of the above shall not suffer any loss of compensation, benefits, or seniority that he/she would have received in the former classification and shall have the opportunity to return to a position within the former classification upon a vacancy becoming available prior to any other bargaining unit member movement or outside hire.
- 14.8.7** The parties further agree to reopen this agreement upon written notice from one party to the other to negotiate effects not contemplated herein. The District and CSEA further agree to reopen this article section upon each CSEA Presidential change in order to negotiate the implementation and effects of this article section.
- 14.9 CONTRACT REVIEW MEETINGS.** Both the District and the Association agree to hold monthly contract maintenance review meetings. The purpose of these meetings is to work toward and maintain a cooperative and trusting relationship in solving mutual concerns.
- 14.10 INTERVIEW PANEL MEMBERS.** The Association will identify, train, and designate bargaining unit members to serve as the CSEA representatives on all site/department interview panels for vacancies at that site/department. The Association will provide a list of at least one designated site/department interview panel representatives per site/department to the District. Updated lists will be provided to the District on an ongoing basis.
- 14.10.1** The District agrees to provide the Association President/designee a 7 (seven) calendar day notification of the date of every interview.
- 14.10.2** In the event the designated site/department interview panel designee cannot serve on the interview panel, the Association President/designee shall designate a replacement.
- 14.10.3** In the event a bargaining unit member does not come forward to serve at any individual site/department, the Association President/designee shall assign a replacement.
- 14.10.4** The Association will make every effort to utilize the designated site/department representative; however, the Association also reserves the right to designate an alternate panel member to the appointed interview panel and shall provide his/her name at least 48 hours prior to the scheduled interview.
- 14.10.5** A designated interview panel representative from a site/department other than where the vacancy exists may be assigned by mutual consent of the Association and District. In the

event that mutual consent is not reached, the District shall select the panel member from the list of names provided by the Association.

**14.10.6 Maintenance, Operations, and Grounds Performance Skills Test**

The CSEA President or designee will be invited to the Maintenance, Operations, and Grounds Performance Skills Test. The notification will be in accordance with Article 14.10.1. If the CSEA President or designee does not attend, the Maintenance, Operations, and Grounds Performance Skills Test will continue.

**14.11 STATE-LEVEL OFFICER PAID RELEASE TIME.** The Association may use up to eighty (80) additional hours of paid release time per school year for attendance at state-level activities. This shall apply only to duly elected/appointed state-level officers who are members of the chapter.

**14.11.1** The Association will furnish the District with a list of the elected/appointed state-level officers who are members of this chapter within thirty (30) calendar days of the election or appointment.

**14.11.2** The Association President shall submit each notice of Association-related absence in writing to the administrator in charge of Human Resources at least ten (10) working days, when possible, prior to such release time is to occur.

**14.11.3** The state-level officer shall arrange for his/her own substitute, if needed, by utilizing the District's Substitute Caller System.

**14.12 BARGAINING UNIT MEMBER RELEASE TIME.** The Association President shall be granted 40 hours of paid release time for Association training of bargaining unit members. These 40 hours may be taken in hourly increments. The Association President will be allowed to designate which bargaining unit member(s) shall be released to use a portion of this leave. Unused Association training hours may not be carried over to subsequent school years.

**14.12.1** The Association President shall submit a notice of Association training absence in writing to the Director of Human Resources no less than (10) working days prior to the date of release, when possible.

**14.12.2** The Association President or the assigned employee shall arrange for his/her substitute, if needed, by utilizing the District's Substitute Caller System.

## ARTICLE 15 - MEDICAL EXAMINATIONS

- 15.1** No person shall be employed by the District unless the person has submitted to an examination for tuberculosis within the past sixty (60) days and it has been determined that he/she is free of active tuberculosis.
- 15.2** All bargaining unit members of the District shall submit to an examination for tuberculosis every four (4) years, or as otherwise required by law.
- 15.3** The District may require a bargaining unit member to submit to a complete and appropriate medical examination, to be paid for by the District, by a physician selected by the District, where reasonable cause exists to believe that the health and welfare of the bargaining unit member is a detriment to the job performance or professional responsibilities. The District will arrange for the appointment and, if possible, have it scheduled during the bargaining unit member's normal workday.
- 15.4** The District and Association mutually agree to use federal guidelines regarding Department of Transportation requirements for driver testing.

## ARTICLE 16 - HOLIDAYS

- 16.1** The District agrees to provide all members of the bargaining unit with the following paid holidays:
- 16.1.1** New Year's Day
  - 16.1.2** Lincoln Day
  - 16.1.3** Presidents' Day
  - 16.1.4** Spring Vacation Day
  - 16.1.5** Memorial Day
  - 16.1.6** Independence Day (Effective July 1, 2006, this paid holiday is applicable only to bargaining unit members working in a paid status or on a paid leave for any portion of the day preceding or succeeding the holiday.)
  - 16.1.7** Labor Day
  - 16.1.8** Admission Day
  - 16.1.9** Veteran's Day
  - 16.1.10** Thanksgiving Day - the Thursday proclaimed by the President and the following Friday.
  - 16.1.11** Christmas Eve
  - 16.1.12** Christmas Day
  - 16.1.13** New Year's Eve
  - 16.1.14** Martin Luther King, Jr. Day
- 16.2** **Additional Holidays.** Any day appointed by the President or the Governor for a public fast, thanksgiving, or holiday shall be a paid holiday for unit members. In addition, any special or limited holidays on which the Governor provides that schools shall close shall be a paid holiday for unit members. The purpose of this section is to incorporate the mandatory provisions in the Education Code, and not to otherwise add to or reduce the designation of holidays.
- 16.3** When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday. The operation of this section shall not cause any bargaining unit member to lose any of the holidays clearly indicated in this Article.
- 16.4** Except as otherwise provided in this Article, a bargaining unit member must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 16.4.1** Bargaining unit members in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, December 25, December 31, January 1, or Spring Vacation Day, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

## ARTICLE 17 - DISCIPLINE PROCEDURE

### 17.1 DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

**17.1.1** Right to Discipline: The District may impose discipline on a permanent employee in accordance with the terms of this Article, consistent with and subject to provisions of the law.

**17.1.2** Exclusion of probationary employees: The provisions of this Article apply only to permanent employees. Probationary employees are subject to disciplinary action up to and including termination without appeal at the sole discretion of the District, subject to provisions of the law.

### 17.2 DISCIPLINE WITH RIGHT TO FORMAL HEARING

**17.2.1** For the purposes of the procedures set forth herein, discipline is deemed to be:

- a. Suspension without pay, except as set forth in Article 17.2.4;
- b. Reduction in compensation;
- c. Involuntary reassignment, the direct change of an assignment to a position other than that occupied by the incumbent without their voluntary consent;
- d. Involuntary demotion (except layoff), the directed placement in a lower classification;  
or
- e. Termination.

**17.2.2 REMEDIATION EFFORT.** It is recognized that the District prior to terminating a permanent employee should have made an effort at remediation. Examples of such efforts include, but are not limited to, informal conferences, verbal warnings, written warnings, formal letters of reprimand, suspension with or without pay, or any other appropriate effort to correct or remediate an employee's unsatisfactory fulfillment of their job responsibilities, unsatisfactory attendance, or unsatisfactory personal conduct.

**17.2.3 IMMEDIATE DISCIPLINE.** It is also recognized and agreed that certain acts and/or omissions by an employee may, by their very nature and/or degree, be serious enough to warrant immediate discipline. In such situations the District may move to immediately discipline the employee without making any effort at remediation. Article 17.2.6 below (Due Process) shall be applied.

**17.2.4 RIGHT TO SUSPEND.** The District retains the right to suspend an employee, with or without pay, without warning when the health and/or welfare of the employee, students, the public, or other employees is endangered by the continued presence of the employee, and/or where the employee's presence is a danger to the property of the District or others, and/or in cases of aggravated insubordination. Suspension without pay shall be made only in accordance with applicable law. Suspensions shall be made by the Superintendent or his/her designee(s).

**17.2.5 CAUSES.** An employee designated as a permanent employee shall be subject to disciplinary action for just cause as prescribed by rule or regulation of the Governing Board. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

**17.2.6 DUE PROCESS.** When disciplinary action, as defined in Article 17.2.1, is proposed against an employee, the employee will be provided with the following pre-disciplinary due process:

- a. Written notice of the proposed action;
- b. Cause for the Action;
- c. A statement of the charges signed by the Superintendent or designee setting forth the specific act(s), error(s), or omission(s) giving rise to the charges;
- d. A copy of all materials including statements on which the district relied upon preparing the notice of intent to discipline;
- e. Copies of any sections of this contract, rules, regulations, policies, or laws

- which are alleged to have been violated;
- f. Notice of the right to respond to the charges either verbally or in writing prior to imposed discipline;
- g. And the right, if requested, to representation at all phases of the disciplinary process.

**17.2.7 PRE-DISCIPLINARY INFORMAL HEARING (SKELLY).**

- a. If a permanent employee requests a pre-disciplinary meeting (Skelly) to respond to formal charges, such a meeting shall be held. The bargaining unit member must request an Informal Hearing (Skelly) within ten (10) workdays following the delivery or mailing of the statement of charges. At such a meeting the bargaining unit employee shall be granted a reasonable opportunity, either in person or in writing, to make any representations they believe are relevant to the case and put forth any information as to why the intended action should not proceed.
- b. **Notice following the Pre-Discipline (Skelly) Hearing.** Following the permanent employee's verbal or written response, if any, a determination will be made by the District as to the appropriate disciplinary action, if any.
- c. If the District determines action should be taken, the employee shall receive in person, or be sent by certified mail, a statement advising the employee of their right to a formal hearing where they shall be entitled to self-representation, representation by an association representative, or legal counsel.
- d. The employee shall have ten (10) workdays following the delivery or mailing of this written notice to request a formal hearing. If the employee desires a hearing, the employee must sign and return a written request for such within the ten (10) workdays following the delivery or mailing of the written notice. Failure to comply with these time limits shall result in the employee's waiver of their right to a formal hearing

**17.2.8 FORMAL HEARING.** All formal disciplinary hearings shall be held before a hearing officer mutually selected and agreed to by the parties. The hearing shall be closed unless at the time the hearing is requested by the employee a written request for an open hearing is submitted to the District. The hearing officer shall set the time and place of the hearing. The costs of the compensation to the hearing officer and the reimbursement of the hearing officer's travel and subsistence expenses, as well as the cost of a hearing room, shall be paid for by the District.

**17.2.9** Upon completion of the hearing, the hearing officer shall prepare Findings of Fact and Conclusions of Law that constitute the results of the hearing, and form a basis for the decision of the Governing Board. The decision of the Governing Board shall be final.

## ARTICLE 18 - TRANSPORTATION DEPARTMENT

### 18.1 DEFINITIONS

- 18.1.1 Regular Driver.** A regular driver is one that is a full-time or part-time bus driver regularly assigned to one or more routes.
- 18.1.2 Cover Driver.** A cover driver is assigned to a route when a regular driver is absent or assigned to other duties.
- 18.1.3 Permanent Route.** A permanent route is a route that is open to bid and awarded to a regular driver.
- 18.1.4 Work shift.** An "AM", "Midday", and/or "PM" as commonly practiced in the Transportation Department.
- 18.1.5 Extra Duty.** (1) Any non-field trip assignment generated from transportation department falling outside of route time and/or (2) A field trip assignment totaling one hour or less.
- 18.1.6 Field Trip.** Any additional driving assignment generated from a school site or special district request that is greater than one hour.
- 18.1.7 Emergency Trip.** Any field trip assignment generated from a site or district need that is received by the dispatcher in less than 24 hours.
- 18.1.8 Emergency List.** Driver signs up sheet used for field trip assignments that become available within 24 hours.
- 18.1.9 Off Track.** Off track is defined as field trips occurring during breaks in the school year (Thanksgiving, winter, spring, and summer breaks).

### 18.2 INITIAL / CONTINUED EMPLOYMENT

- 18.2.1** All drivers must possess documents required by state law, such as, a valid state-issued driver's license, bus driver's certificate, First Aid certificate, and medical card. All classroom training must be completed no later than sixty (60) days before renewal is due.
- 18.2.2** Driver Physical: Each driver must take and pass a physical examination as directed by state law. Such physical examination is provided through the District Physician and will be paid for by the District. The examination shall meet all state standards.
- 18.2.3** It is the responsibility of the driver to maintain his/her certificates for continued employment.
- 18.2.4 DRIVER RESPONSIBILITY:** All drivers are equally responsible for their assigned job duties, buses, paperwork, in-services, and credentials as required by Passenger Transportation Safety Handbook, HPH 82.7.
- 18.2.5** Drivers will obtain a California Highway Patrol (CHP) First Aid certificate as part of their certification process. Drivers may also possess First Aid certification by the American Red Cross. The District will provide mandatory Red Cross training on scheduled District in-service days. Scheduled hours only will be paid as per District practice. Drivers not taking this training must make their own arrangements for training without compensation by the District.
- 18.2.6** Bus Driver Interviews: The Association President or designee will be present at such interviews.
- 18.2.7** Drivers will be paid for actual hours worked. This includes regular route hours as well as extra hours.

**18.2.8** Health benefits will be maintained at the six (6) hour level for all bus drivers unless the driver's actual hours are more than six. An exception is route sharing, whereby two drivers elect to share a morning and afternoon route. In these instances, one benefit package will be offered and prorated according to their respective number of hours or as agreed upon by the drivers.

### **18.3 DRIVER TRAINING**

**18.3.1** During each school year all school bus drivers shall be provided with a minimum of five (5) hours of paid transportation-related in-service.

- a. Staff meetings will be held for purposes of conducting in-service training, safety, policy developments, and such other matters as the Director or designee determines necessary.
- b. Any district-approved meetings or classroom training whereby a driver attains hours for his/her renewal as required by the State of California shall be in a paid status up to the minimum number of such hours required annually.

**18.3.2** Drivers will be trained and tested on the vehicle(s) in the district fleet in accordance with state law. Training on additional types of vehicles will be offered by the District throughout the year. Pre-bid training will be offered, but it is the responsibility of the individual employee to be trained.

### **18.4 ROUTES SUBJECT TO BID**

**18.4.1** The District shall open all routes to bid according to seniority. There will be two bids during the beginning of the school year. At first bid drivers that also bid on a mid-day route cannot create a combination of routes to exceed 7.5 hours. The first bid will take place a minimum of five (5) working days before the start of school. The second bid will occur prior to the last payroll period in September at which time drivers may bid on route(s) up to 8 hours.

**18.4.2** Bus driver assignments for routes requiring a specific type of bus because of safety, passenger capacity, or functioning operational efficiency shall be made by the Director of Transportation or designee. Remaining buses will be pooled, and drivers may bid on them in conjunction with bidding their respective routes.

**18.4.3** Drivers shall apply for the positions of Cover Driver. A pay differential of five percent (5%) will be paid for any hour in excess of fifty-five (55) hours in a bi-monthly payroll period. Applicants will be interviewed pursuant to Article 12.

**18.4.3.1** Cover drivers should not routinely be assigned to field trips unless the field trip falls on an off-duty or in-service day. In this instance cover drivers shall be added to the weekday equalization list and given the highest number of accrued field trip hours plus one (1) hour. Cover drivers can be included on holiday/weekend equalization list in accordance with 18.6.1. The pay for these hours will be at the school bus driver range. These hours will not be included in the 55 hours pay differential allowance.

**18.5 ROUTE VACANCIES.** If during the school year a regular route of four (4) hours or more and any mid-day route becomes available, it will be offered to bid. All other vacancies will be filled by seniority and based on the driver's availability.

### **18.6 FIELD TRIP DRIVING ASSIGNMENTS**

**18.6.1** Field trip driving assignments shall, at the beginning of each school year, be offered in order of driver seniority. After one full rotation, field trips will be assigned using the field trip equalization list. Field trips will be assigned in descending field trip numerical order, using the date in which the site "entered" the field trip. Field trips shall be assigned in accordance with article 18.6.4. Such offers shall be made on an hourly equalization basis in such a manner as to assign field trip opportunities as equally as practicable. If all available qualified drivers decline the field trip,

the District may direct that a driver accept the assignment. If an emergency trip becomes available, it will be assigned using the emergency list, and offered using the seniority list in accordance with Article 18.6.8. Drivers must be qualified for such field trip driving assignments in accordance with the governing safety laws published in the Passenger Transportation Safety Handbook, HPH 82.7.

- a. Drivers who do not wish to be considered for field trips may have the option to request, in writing, to be taken off the hourly equalization rotation list. At any time said driver may request, in writing, to be added back on the list. At that time, the driver will be given the highest number of accrued field trip hours plus one (1) hour.
- b. A new driver or driver returning from an extended absence of 30 days or more will be given the highest number of accrued field trip hours plus one (1) hour.

**18.6.2** Drivers to be considered for field trips must demonstrate the ability and possess the training and skills necessary to perform the assignment at the discretion of the Director or designee.

**18.6.3** There are three categories of field trips – weekend/holiday, weekday, and off track. A separate hourly equalization list will be maintained for each category except for off track field trips. Off track field trips shall be offered off a special availability list. Prior to the off-track days an availability list will be posted, and drivers interested in field trips during off track will initial the list and trips will be assigned in straight rotation in order of seniority of drivers who have indicated their availability. Off track field trips will not affect the hourly equalization list. Field trips occurring on designated District Paid Holidays will be assigned from the weekend hourly equalization list. Field trips occurring during off duty and in-service days will be assigned from the weekday hourly equalization list. The availability seniority rotation for off track fieldtrips shall remain in effect throughout the school year.

**18.6.4** Field Trip Assignment Process - Field trips will be released/offered for assignment approximately every two months. Field trips will be assigned 15 calendar days prior to the assignment period. Assignment periods will be 1) August; 2) September and October; 3) November and December; 4) January and February; 6) March and April and 6) May and June.

- a. Field trips must be accepted or rejected by the close of business following the day of assignment. If a driver reject said field trip within the designated time frame, he/she will not be charged the projected hours. Drivers not responding within the timeframe will be charged the projected number of trip hours and the trip will be automatically reassigned using the weekday/weekend equalization list.
- b. If a driver accepts a field trip and later rejects the field trip, he/she will be charged the projected number of hours for that field trip, unless an emergency situation occurs involving serious illness or death of an immediate family member, accident of person or property of the employee or immediate family member as defined in Article 10.1, appearance in court or such other reason as approved by the District.
- c. Completed driver field trip sheets must be turned into the dispatch office by the close of business on the first working day following the field trip. Failure to do so will result in doubling the number of hours accrued on the hourly equalization list by the driver for that particular field trip even though it might have been an assignment from the emergency list which normally would not affect accrued hours. This is to ensure the paperwork is returned in a timely manner so that future assignments and billing can be completed on schedule.

**18.6.5** A driver reporting to the District for a weekend/holiday or off-track field trip which is canceled less than one hour before the scheduled sign-on time, shall receive pay a minimum of two (2) hours. These field trip hours will not be accrued and will not affect the hourly equalization list.

**18.6.6** Drivers on field trips shall be paid for all standby hours at the appropriate rate of pay. Up to fifteen (15) minutes shall be assigned at the end of such trip for the purpose of cleaning the bus and completing appropriate paperwork. Additional time will be approved as needed under unusual circumstances.

- 18.6.7** In accordance with EC 44032, if a route/trip requires an overnight stay, the District shall be relieved of the obligation of payment for the hours between the time the driver is relieved of duties for the evening and the time the driver resumes his/her regular duties the following morning. Such drivers shall be reimbursed for expenses in accordance with applicable District policies.
- 18.6.8** Estimating Field Trip Hours - Field trip hours will be calculated using the projected hours listed on the field trip estimate sheet. Transportation Department will make every effort to ensure the projected estimate of field trip hours is as accurate as possible.
- 18.6.9** Emergency List - Drivers who do not sign and indicate when they are available will not be considered for an emergency field trip. These field trip hours will not be accrued and will not affect the hourly equalization list.

The field trip emergency list will be made available to all drivers as follows:

- a. On the first day of each month the emergency signs up list will be posted for the driver to indicate their daily availability. The list will be deemed closed the last working day of the month.
- b. On the first day of the following month this list will become a working document to be used by the dispatcher to make emergency field trip assignments.
- c. Once the list is deemed closed a driver may not be added to their availability. A driver may remove her/himself from the list with 48 hours advance notice prior their scheduled trip date.
- d. Drivers will be assigned these trips by seniority. Such offers shall be made on a rotational basis in such a manner as to distribute assignments as equitably as practicable. Field trips will be assigned in descending field trip numerical order, using the date in which the site "entered" the field trip. Any exceptions will be notated.
- e. A driver who has declared his/her availability and then turns down an assigned trip will be skipped on the next seniority rotation unless an emergency situation occurs involving serious illness or death of immediate family member, as defined in Article 10.1, accident of person or property of the employee or immediate family member, appearance in court or such other reason as approved by the District.

**18.6.10** Wheelchair Routes and Wheelchair Field Trips – In the absence of existing aide support, regularly assigned routes and field trips, with 3 or more wheelchairs at any given time, shall have a wheelchair proficient aide assigned. A field trip with three (3) or more wheelchairs shall not be accrued on the Hourly Equalization List.

**18.7** Extra duty other than field trips is assigned as equally as practicable based on seniority of available drivers, as is provided in article 6.15. It is the driver's responsibility to sign up daily on the extra duty list. Any driver needing additional work to fulfill their contracted bid hours will be chosen first.

## **18.8 BUS DRIVER ASSIGNMENTS**

**18.8.1** Bus drivers must report thirty (30) minutes prior to the "AM" route, five (5) minutes prior to the "Mid-day" route, and five (5) minutes prior to the "PM" route scheduled.

**18.8.2** Flexibility of Routes. Due the unique nature of the Transportation Department, throughout the school year a route may be subject to change for operational efficiency of the District. This may affect a driver's bus assignment, school assignment, and/or pupil assignment. If sign on/ sign off times are affected the District will attempt to give the Driver as much advance notice as possible. Conflicts will be addressed on a case-by-case basis between the Driver and Director of Transportation or designee.

**18.8.3** If a District bus is available when the district contracts out buses for athletic events, music events, graduation night, or other student activities and the contract is funded by district funds, the driver(s) who would have been normally assigned to such trip will be paid for the hours of work they missed. This does not include events sponsored with Associate Student Body type of funds.

**18.8.4** For those drivers who are qualified to provide "Behind the Wheel" training and are so directed by their supervisor a five percent (5%) differential will be paid for those hours in which they perform this training.

**18.9 BUS DETAILING.** Each driver is responsible for one (1) hour of inside detail work and one (1) hour of outside detail work per week. Such work is part of the driver's assigned time. District must supply all cleaning supplies and maintain an adequate inventory. All supplies must be stored at a location readily available to all drivers.

**18.10 VEHICLE MAINTENANCE.** Each driver must complete a Driver's Daily Vehicle Condition Report. The Director or designee will coordinate the processing of these reports between the drivers and the mechanics, ensuring that the drivers receive a copy of the completed report.

**18.11 RECOGNITION SYSTEM.** The District Superintendent, Assistant Superintendent of Business Services, and the Director of Transportation or their successors must approve Awards.

Types of awards:

Bi-annual	Physical Condition of Bus
Fiscal Year	Attendance Records
Safety Certificate	Miles Accident Free
Each Occurrence	Above and Beyond the Call of Duty and Service

## ARTICLE 19 - SAFETY

- 19.1 Safe Work Environment.** Unit members shall notify their immediate supervisor in writing concerning an unsafe or unsanitary condition in the District directly affecting their physical welfare or the physical welfare of others. The immediate supervisor shall acknowledge receipt of the written report by initialing and dating the original notification. Such initials acknowledge receipt only. The immediate supervisor shall investigate said reported unsafe or unsanitary condition and advise the unit member in writing of any findings and/or suggested corrective action within ten (10) working days of the receipt of the written notification.
- 19.1.1** No bargaining unit member shall be in any way discriminated against for reporting unsafe or unsanitary working conditions.
- 19.2 Annual Safety Shoe Allowance:** Safety shoes are defined as a shoe with a steel or composite toe and non-skid soles. Before purchasing shoes, the bargaining unit member will consult with their supervisor as to what shoes are recommended for the job. The District will provide a safety shoe allowance per fiscal year as follows:
- 19.2.1 Grounds and Plumbers.** The District will allocate two hundred fifty dollars (\$250) maximum expenditure. The bargaining unit member will present an original receipt for reimbursement by June 30<sup>th</sup> of that year.
- 19.2.2 Maintenance, Mechanics and Infrastructure Specialists.** The District will allocate one hundred twenty-five dollars (\$125) maximum for the purchase of safety shoes. The bargaining unit member will present an original receipt for reimbursement by June 30<sup>th</sup> of that year.
- 19.2.3 Operations/Business Services (Custodians, Delivery Drivers, and Warehouse Technicians).** The District will allocate one hundred twenty-five dollars (\$125) maximum for the purchase of safety shoes. The bargaining unit member will present an original receipt for reimbursement by June 30<sup>th</sup> of that year.

## ARTICLE 20 - SAVINGS PROVISION

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

## ARTICLE 21 - CONCERTED ACTIVITIES

- 21.1** It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 21.2** The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all bargaining unit members to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by bargaining unit members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those bargaining unit members to cease such action.
- 21.3** It is agreed and understood that any bargaining unit member violating this Article may be subject to discipline up to and including termination by the District.

## ARTICLE 22 - SUPPORT OF AGREEMENT

- 22.1** The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association and the District will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

## ARTICLE 23 - EFFECT OF AGREEMENT

- 23.1** It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement such procedures are discretionary.

## ARTICLE 24 - COMPLETION OF MEET AND NEGOTIATION

- 24.1** During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

## ARTICLE 25 - TERM OF AGREEMENT

**25.1** This Agreement shall remain in full force and effect up to and including June 30, 2024. Each party will notify the other in writing no later than March 15<sup>th</sup> of each year of its request to modify, amend, or terminate the Agreement.

For the 2022/23 school year, each party may open up to two (2) articles for negotiations in addition to Article 6, Salaries and Article 7, Bargaining Unit Member Fringe Benefits, for a total of six (6) articles.

For the 2023/24 school year, each party may open up to two (2) articles for negotiations in addition to Article 6, Salaries and Article 7, Bargaining Unit Member Fringe Benefits, for a total of six (6) articles.

MURRIETA VALLEY UNIFIED  
SCHOOL DISTRICT

and

CSEA and It's  
MURRIETA VALLEY CHAPTER #223

APPENDICES

to the 7/1/2021 - 6/30/2024  
Labor Agreement

10-month = 182-214 days  
 11-month = 215 -220 days  
 12-month = all workdays

Murrieta Valley Unified School District  
 Job Classification Title and Range

APPENDIX A

Work Year	Position Title	Range	Work Year	Position Title	Range
<b>ACCOUNTING</b>			<b>INSTRUCTIONAL SUPPORT</b>		
12	Account Clerk II	26	182	Bilingual Instructional Assistant	14
12	Account Technician	30	182	Instructional Assistant I	11
12	Accounting Specialist	38	182	Instructional Assistant II	14
210	Attendance Clerk (EL)	25	182	Paraprofessional	24
200	Attendance Clerk (MS/HS)	25			
215	Bookkeeper I	25	182	D.I.S. Aide (Sp Ed Pool)	17
215	Bookkeeper II	27	220	Lead Related Services Aide	29
12	Bookkeeper III (HS)	30			
12	Instructional Materials Technician	32	182	Special Education Assistant I	15
12	Nutrition Services Account Specialist	38	182	Special Education Assistant II	17
12	Payroll Technician	36	182	Special Education Job Developer	20
<b>CLERICAL SUPPORT</b>			200	Library/Media Technician I	20
12	Administrative Clerk	25	200	Library/Media Technician II	22
210	Guidance Technician	29	200	Library/Media Technician III	25
200/ varied	Office Clerk I	17	<b>FAMILY SERVICES</b>		
varied	Office Clerk II	21	182 or 245	Family Services Support Aide I	10
varied	Office Clerk III	23	182 or 245	Family Services Support Aide II	12
12	Personnel Clerk I	24	182	Child Development Assistant	14
12	Personnel Technician	31	185	SEED Worker III	17
12	Purchasing Clerk	23			
12	Eligibility Technician	30			
12	Purchasing Technician	30			
12	Absence Management System Tech	31			
12	Receptionist (DSC)	20			
205	Receptionist (School)	20	<b>STUDENT SERVICES</b>		
12	Risk Mgmt/Benefits Specialist	42	210	Athletic Trainer (7hr)	50
212	School Secretary Elementary	30	182	Cafeteria/Playground Supervisor	10
215	School Secretary Middle	31	182	Campus Security (HS)	25
220	School Secretary High	32	182	Campus Supervisor (MS)	20
220	School Secretary Alternative Ed	32	185	Certified Occupational Therapist Asst (7hr)	43
220	Secretary, Adult Education	32	182	Crossing Guard	10
215	Secretary I	24	200	Health Technician	28
220 or 12	Secretary II	30	12	Locker Room Attendant	21
220 or 12	Secretary III	33	185	Speech-Language Pathology Asst. (7hr)	43
12	Special Education Clerk II	30			
12	Special Education Technician	31			
12	Special Education Clerk III	32	<b>TRANSPORTATION DEPARTMENT</b>		
210	Student Support Liaison	36	varied	School Bus Aide	17
12	Student Info Systems Technician	40	185	School Bus Driver	28
12	Data System Analyst	47	185	Cover Driver	28
<b>NUTRITION SERVICES</b>			12	Dispatcher	32
182	Nutrition Worker I	10	12	Driver Instructor	31
185	Nutrition Worker II	18	12	Mechanic I	36
185	Nutrition Worker III	23	12	Mechanic II	39
185	Nutrition Worker IV	25	12	Lead Mechanic	47
185	Receipts Processor	17			

The Salary Range listed on this page correlates to our Classified Salary Schedule as shown on this website. Please note that determination of titles, ranges and number of duty days is made by the Human Resources Department at the time a job is posted.

10-month = 182-214 days  
 11-month = 215 -220 days  
 12-month = all workdays

Murrieta Valley Unified School District  
 Job Classification Title and Range

APPENDIX A

Work Year	Position Title	Range
<b>GROUNDS &amp; IRRIGATION DEPT</b>		
12	Groundskeeper I	23
12	Groundskeeper II	26
12	Groundskeeper III	29
12	Senior Groundskeeper	38
12	Irrigation Worker I	26
12	Irrigation Worker II	29
12	Irrigation Technician	41
12	Integrated Pest Mgmt Worker	26
12	Senior Integrated Pest Mgmt	38

<b>MAINTENANCE DEPARTMENT</b>		
12	Maintenance Worker I	26
12	Maintenance Worker III	32
12	Skilled Maintenance Worker I	35
12	Skilled Maintenance Worker III	41
12	Electrician	41
12	HVAC/R Technician	41
12	Locksmith	41
12	Plumber	41
12	Crew Leader, Maintenance	47

<b>OPERATIONS &amp; WAREHOUSE</b>		
12	Custodian	23
12	Lead Custodian (EL/MS)	26
12	Head Custodian (HS)	31
12	Crew Leader, Custodial	41
12	Warehouse Technician & Delivery	30

<b>TECHNOLOGY SUPPORT</b>		
12	Building Plans & Records Specialist	47
12	Computer Support Tech I	37
12	Computer Support Tech II	40
12	Technology Infrastructure Crew Leader	50
12	Technology Support Crew Leader	50
12	Infrastructure Analyst	45
12	Infrastructure Specialist	44
12	Technology Support Technician	39
12	Field Support Technician	37
12	Application Support Specialist	34
205	Theater Operations Technician	30

<b>OTHER SERVICES</b>		
12	District Security Patrol	25

Work Year	Position Title	Range
<b>INACTIVE JOB TITLES</b>		
12	Account Clerk I	23
12	Benefits Specialist	33
12	Budget Development Specialist	41
12	Child Welfare & Attendance Tech	27
12	Computer-Aided Drawing I	35
12	Computer-Aided Drawing II	45
12	Computer Support Tech III	42
182	Categorically-Funded Aide I	11
182	Categorically-Funded Aide II	14
185 or 12	Child Development Teacher	27
12	Custodian I	21
12	Custodian II	23
12	Custodian III	25
12	Delivery Driver	20
182	D.IS. Interpreter	42
12	Facilities Planning & Dev. Spec.	38
12	Groundskeeper III - Specialist	31
12	Groundskeeper IV	33
12	Irrigation Worker III	32
220	Lead Transportation	30
12 or 220	Lead Child Care Worker	32
182	Licensed Vocational Nurse	42
12	Maintenance Worker II	29
12	Network Analyst	42
185	Office Services Assistant	6
12	Operations Technician	30
182	Paraprofessional - Title I	16
185	Parent Center Assistant	14
12	Parent Education Specialist	32
12	Personnel Clerk II	26
12	Reprographics Technician	26
220 or 215	Registrar	22
12	Reprographics Clerk	20
12	Risk Management Specialist	40
12	School Readiness Developer	32
12	Senior Irrigation Worker	38
12	Senior Personnel Technician	38
12	Senior Operations	38
12	Senior Child Care Worker	38
12	Shipping, Receiving & Delivery	26
12	Shipping/Receiving Clerk	26
12	Skilled Maintenance Worker II	38
220 or 12	Special Education Clerk I	26
200	Technology Assistant I	27
200	Technology Assistant II	30
12	Transportation Specialist	32
12	Utility Worker	6
12	Warehouseperson	26

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT**

**CLASSIFIED HOURLY SALARY SCHEDULE**

APPENDIX B-1

Effective July 1, 2022 (7.5% increase; BOE approved 6/16/2022)

C06

C06

Row	STEP 1 1ST YEAR	STEP 2 2ND YEAR	STEP 3 3RD YEAR	STEP 4 4TH YEAR	STEP 5 5TH YEAR	STEP 6* 8TH YEAR	STEP 7* 12TH YEAR	STEP 8* 16TH YEAR	STEP 9* 20TH YEAR	STEP 10* 24th YEAR
10	16.271	17.085	17.940	18.836	19.778	20.767	21.805	22.895	24.039	25.242
11	16.556	17.384	18.254	19.166	20.124	21.130	22.187	23.296	24.462	25.685
12	16.845	17.688	18.572	19.501	20.476	21.498	22.573	23.703	24.887	26.132
13	17.139	17.997	18.896	19.841	20.832	21.875	22.968	24.118	25.323	26.589
14	17.438	18.310	19.226	20.187	21.197	22.256	23.369	24.538	25.765	27.053
15	17.744	18.631	19.562	20.540	21.567	22.645	23.778	24.966	26.215	27.525
16	18.056	18.959	19.906	20.901	21.946	23.044	24.196	25.405	26.675	28.010
17	18.373	19.290	20.255	21.268	22.332	23.448	24.620	25.852	27.143	28.500
18	18.694	19.628	20.610	21.641	22.723	23.859	25.052	26.304	27.620	29.000
19	19.019	19.970	20.969	22.017	23.118	24.274	25.487	26.762	28.101	29.504
20	19.355	20.323	21.339	22.406	23.526	24.704	25.938	27.235	28.597	30.026
21	19.691	20.675	21.709	22.793	23.934	25.130	26.387	27.706	29.092	30.547
22	20.037	21.038	22.090	23.194	24.354	25.571	26.850	28.193	29.602	31.083
23	20.385	21.405	22.474	23.598	24.779	26.017	27.319	28.683	30.118	31.624
24	20.744	21.781	22.871	24.013	25.213	26.475	27.798	29.188	30.648	32.180
25	21.107	22.162	23.271	24.435	25.656	26.938	28.285	29.699	31.185	32.745
26	21.476	22.549	23.677	24.860	26.104	27.409	28.779	30.218	31.730	33.316
27	21.848	22.941	24.088	25.293	26.556	27.884	29.279	30.743	32.280	33.894
28	22.233	23.344	24.511	25.737	27.024	28.375	29.794	31.284	32.848	34.489
29	22.622	23.754	24.942	26.189	27.499	28.873	30.317	31.833	33.424	35.097
30	23.019	24.170	25.379	26.647	27.980	29.379	30.847	32.390	34.009	35.710
31	23.421	24.593	25.822	27.114	28.469	29.893	31.387	32.956	34.604	36.334
32	23.833	25.024	26.275	27.590	28.968	30.416	31.938	33.535	35.211	36.971
33	24.251	25.465	26.737	28.074	29.478	30.951	32.498	34.124	35.831	37.622
34	24.673	25.908	27.203	28.563	29.991	31.490	33.066	34.718	36.454	38.278
35	25.106	26.360	27.679	29.063	30.516	32.043	33.643	35.326	37.092	38.947
36	25.543	26.820	28.162	29.570	31.048	32.600	34.230	35.942	37.739	39.626
37	25.990	27.289	28.654	30.087	31.591	33.170	34.829	36.570	38.399	40.319
38	26.448	27.770	29.159	30.618	32.148	33.756	35.444	37.215	39.077	41.030
39	26.909	28.255	29.668	31.150	32.709	34.344	36.061	37.865	39.757	41.745
40	27.379	28.749	30.186	31.695	33.280	34.945	36.692	38.526	40.452	42.475
41	27.860	29.253	30.714	32.250	33.863	35.557	37.334	39.201	41.161	43.218
42	28.349	29.766	31.255	32.815	34.458	36.180	37.989	39.889	41.882	43.977
43	28.847	30.288	31.803	33.393	35.062	36.816	38.656	40.589	42.618	44.750
44	29.351	30.818	32.359	33.976	35.675	37.458	39.332	41.298	43.363	45.532
45	29.864	31.357	32.924	34.570	36.300	38.114	40.019	42.021	44.121	46.327
46	30.388	31.907	33.503	35.178	36.937	38.784	40.723	42.759	44.897	47.142
47	30.918	32.464	34.086	35.791	37.580	39.459	41.433	43.504	45.680	47.963
48	31.458	33.030	34.682	36.416	38.237	40.148	42.156	44.264	46.477	48.801
49	32.006	33.607	35.287	37.051	38.904	40.849	42.891	45.036	47.288	49.652
50	32.565	34.194	35.903	37.698	39.583	41.562	43.640	45.822	48.113	50.519

\*Initial Placement: The District may grant up to four years' experience for new hires for initial placement of Step 1 through 5

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT**

**CLASSIFIED MONTHLY SALARY SCHEDULE**

APPENDIX B-2

Effective July 1, 2022 (7.5% increase; BOE approved 6/16/2022)

C05

C05

Row	STEP 1 1ST YEAR	STEP 2 2ND YEAR	STEP 3 3RD YEAR	STEP 4 4TH YEAR	STEP 5 5TH YEAR	STEP 6* 8TH YEAR	STEP 7* 12TH YEAR	STEP 8* 16TH YEAR	STEP 9* 20TH YEAR	STEP 10* 24th YEAR
10	2,820.37	2,961.39	3,109.45	3,264.93	3,428.18	3,599.57	3,779.56	3,968.55	4,166.97	4,375.31
11	2,869.76	3,013.25	3,163.91	3,322.10	3,488.21	3,662.61	3,845.76	4,038.03	4,239.94	4,451.93
12	2,919.99	3,066.00	3,219.29	3,380.25	3,549.26	3,726.73	3,913.06	4,108.71	4,314.16	4,529.86
13	2,971.07	3,119.63	3,275.61	3,439.40	3,611.37	3,791.93	3,981.53	4,180.60	4,389.64	4,609.12
14	3,023.08	3,174.23	3,332.95	3,499.59	3,674.57	3,858.30	4,051.21	4,253.78	4,466.46	4,689.78
15	3,075.99	3,229.78	3,391.27	3,560.84	3,738.87	3,925.82	4,122.11	4,328.22	4,544.64	4,771.86
16	3,129.82	3,286.31	3,450.62	3,623.15	3,804.31	3,994.52	4,194.24	4,403.95	4,624.16	4,855.37
17	3,184.59	3,343.82	3,511.01	3,686.56	3,870.88	4,064.44	4,267.66	4,481.03	4,705.09	4,940.35
18	3,240.33	3,402.34	3,572.46	3,751.08	3,938.64	4,135.57	4,342.34	4,559.46	4,787.44	5,026.81
19	3,297.01	3,461.87	3,634.96	3,816.71	4,007.54	4,207.92	4,418.31	4,639.24	4,871.20	5,114.75
20	3,354.71	3,522.44	3,698.56	3,883.49	4,077.66	4,281.54	4,495.63	4,720.41	4,956.43	5,204.25
21	3,413.43	3,584.10	3,763.31	3,951.47	4,149.05	4,356.50	4,574.32	4,803.05	5,043.19	5,295.35
22	3,473.13	3,646.80	3,829.14	4,020.59	4,221.61	4,432.70	4,654.33	4,887.05	5,131.41	5,387.98
23	3,533.96	3,710.65	3,896.19	4,091.00	4,295.55	4,510.32	4,735.84	4,972.63	5,221.26	5,482.33
24	3,595.79	3,775.57	3,964.36	4,162.57	4,370.70	4,589.24	4,818.70	5,059.63	5,312.61	5,578.25
25	3,658.71	3,841.65	4,033.73	4,235.42	4,447.19	4,669.55	4,903.03	5,148.19	5,405.59	5,675.86
26	3,722.74	3,908.87	4,104.32	4,309.54	4,525.01	4,751.26	4,988.83	5,238.26	5,500.18	5,775.19
27	3,787.92	3,977.32	4,176.18	4,385.00	4,604.24	4,834.45	5,076.17	5,329.98	5,596.48	5,876.30
28	3,854.20	4,046.90	4,249.25	4,461.71	4,684.81	4,919.04	5,164.99	5,423.25	5,694.40	5,979.13
29	3,921.62	4,117.70	4,323.59	4,539.77	4,766.74	5,005.08	5,255.34	5,518.11	5,794.02	6,083.72
30	3,990.26	4,189.77	4,399.27	4,619.23	4,850.19	5,092.69	5,347.33	5,614.69	5,895.44	6,190.19
31	4,060.09	4,263.11	4,476.26	4,700.07	4,935.08	5,181.82	5,440.92	5,712.97	5,998.62	6,298.55
32	4,131.15	4,337.71	4,554.59	4,782.32	5,021.43	5,272.51	5,536.14	5,812.94	6,103.59	6,408.77
33	4,203.42	4,413.60	4,634.27	4,865.99	5,109.29	5,364.76	5,632.99	5,914.64	6,210.37	6,520.89
34	4,277.00	4,490.84	4,715.38	4,951.15	5,198.70	5,458.65	5,731.57	6,018.15	6,319.07	6,635.01
35	4,351.85	4,569.44	4,797.91	5,037.80	5,289.70	5,554.18	5,831.89	6,123.47	6,429.65	6,751.13
36	4,428.03	4,649.42	4,881.90	5,126.00	5,382.29	5,651.40	5,933.98	6,230.68	6,542.20	6,869.33
37	4,505.48	4,730.75	4,967.30	5,215.65	5,476.43	5,750.26	6,037.77	6,339.66	6,656.65	6,989.47
38	4,584.34	4,813.56	5,054.23	5,306.94	5,572.29	5,850.90	6,143.44	6,450.62	6,773.15	7,111.81
39	4,664.59	4,897.82	5,142.71	5,399.84	5,669.84	5,953.33	6,251.00	6,563.55	6,891.73	7,236.31
40	4,746.18	4,983.49	5,232.66	5,494.29	5,769.00	6,057.45	6,360.32	6,678.34	7,012.26	7,362.88
41	4,829.23	5,070.70	5,324.24	5,590.44	5,869.96	6,163.46	6,471.64	6,795.21	7,134.98	7,491.73
42	4,913.77	5,159.45	5,417.42	5,688.29	5,972.71	6,271.35	6,584.91	6,914.15	7,259.86	7,622.86
43	4,999.74	5,249.73	5,512.22	5,787.82	6,077.22	6,381.08	6,700.14	7,035.14	7,386.89	7,756.24
44	5,087.23	5,341.60	5,608.67	5,889.12	6,183.57	6,492.75	6,817.38	7,158.26	7,516.17	7,891.97
45	5,176.24	5,435.06	5,706.81	5,992.15	6,291.76	6,606.35	6,936.66	7,283.50	7,647.68	8,030.06
46	5,266.86	5,530.20	5,806.72	6,097.05	6,401.89	6,722.00	7,058.10	7,411.01	7,781.55	8,170.62
47	5,359.01	5,626.96	5,908.31	6,203.73	6,513.92	6,839.60	7,181.59	7,540.66	7,917.70	8,313.59
48	5,452.80	5,725.44	6,011.71	6,312.29	6,627.91	6,959.30	7,307.27	7,672.64	8,056.27	8,459.08
49	5,548.23	5,825.63	6,116.91	6,422.76	6,743.91	7,081.09	7,435.15	7,806.91	8,197.25	8,607.12
50	5,645.32	5,927.58	6,223.96	6,535.16	6,861.92	7,205.02	7,565.27	7,943.53	8,340.70	8,757.73

\*Initial Placement: The District may grant up to four years' experience for new hires for initial placement of Step 1 through 5

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
C L A S S I F I E D  
PROFESSIONAL GROWTH AWARD PROGRAM**

Professional Growth is the continuous, purposeful engagement in study and related activities designed to retain and extend the high standards of the educational classified employees. The Professional Growth Award Program is an award type program offering a means by which an employee can be compensated or rewarded for voluntarily improving his value to himself and to his district.

In light of their impact upon the lives of the students and the possibility of service to their community, opportunities for the classified staff should be rich and varied. It is hoped that educational programs shall be done cooperatively by administration and employees.

Professional growth is being developed if:

1. The experience reflects increased knowledge, understanding, and skills in the participant's regular assignment;
2. The experience provides background material for the activity in which engaged;
3. The experience promotes personal development which increases the ability of the individual to respond to the needs of others; or
4. The experience assists in fields closely related to the activity in which engaged.

Professional growth may be achieved through participation in the following general categories:

1. College courses
2. District approved Adult Education
3. District approved trade schools or professional schools

Professional growth is a joint enterprise between the district and the individual employee and should be planned together in order to assure maximum gain for both the participant and the district.

**CRITERIA**

1. The following criteria are proposed in connection with courses taken by employees at a college, trade or professional school, adult school, conferences, or workshops:
  - a. The subject matter of the course should relate directly to the activity in which the employee is currently occupied; or
  - b. The subject matter of the course should meet the requirements of the position for which the employee is training; or
  - c. The course must be mutually acceptable to both the Professional Growth Review Committee and an administrator.
  - d. A certificate of satisfactory completion of a course shall be accepted for credit.
  - e. A verified report of attendance and conference proceedings must be submitted for credit.
2. The following restrictions are recommended:
  - a. No one shall receive credit for activities engaged in during the working day, or being paid for other services unless approved in advance by an administrator.
  - b. No credit/points will be awarded if the District participates in fifty percent (50%) or more of any expense, including mileage.
  - c. If offered, the employee shall be allowed to choose between District aid for participation in an activity or credit/points toward a Growth Award, if the distinction is practical.

- d. An employee, for one time only, may be eligible to receive two points for past courses, if such study has taken place no longer than one year previous to employment or has occurred since date of employment, whichever period of time is longer.
- e. If an employee has not achieved enough points during one year to receive a Growth Award, said accumulation of points may be transferred toward the Growth Award during any subsequent year of active employment.

#### **PROCEDURE**

1. A declaration of intent shall be filed with the Personnel Office within a reasonable time prior to attendance or commencement of a class or activity.
2. The administration and the Professional Growth Review Committee shall accept or reject the intended course of study or activity within a reasonable time before the beginning date of course of study or activity.
3. Upon completion of course of study or activity, the employee shall submit a Request for Credit Form and the required verification and certificates to the Personnel Office.
4. If an intended course of study is disapproved by either the administrator or the Professional Growth Review Committee, a decision must be reached by the two parties.
5. If an intended course of study is disapproved by both the administrator and the Professional Growth Review Committee, the applying employee may request a meeting with the Professional Growth Review Committee for a final review.

#### **PROFESSIONAL GROWTH AWARD REVIEW COMMITTEE, CLASSIFIED**

It is proposed that upon the acceptance of a Professional Growth Award Program in the Murrieta Valley Unified School District, a committee be formed. This standing committee will be referred to as the "PGRC".

#### **Election and Composition**

1. Committee members shall be elected by the CSEA membership at their regular meeting in May of each year.
2. The committee shall be composed of no less than two members of CSEA who do not have the same job classification, and one administrator. If the administrator is not able to be a member of the standing committee, the committee shall be composed of no less than three members of the classified staff. This committee will then send all recommendations on the administrator.
3. Committee members will serve for one year, from July 1 through June 30.

#### **Duties and Responsibilities**

1. A set of guidelines shall be developed and maintained over a period of time, setting forth a consistent criteria for the administration of points.
2. The PGRC shall be responsible for maintaining an up-to-date portfolio for each participating employee.
3. The PGRC shall, on or before December 31 of each year, submit to the general membership a complete listing of points earned by each employee in the current school year.
4. The PGRC shall, on or before May 31 of each year, submit to the general membership and the payroll a complete listing of points earned by each employee, for the current school year, and certify the awarding of a stipend for each employee.

#### **Stipend**

1. The minimum number of points needed during the course of one school year to earn a stipend is five.
2. Bonus and/or Increment:

- a. Upon successful completion of the requisite number of points, those employees between one and five years of service shall be eligible to receive a yearly bonus of \$200.00 (Bonus means an award of a stipend which is added to the employee's income only during the year of the award.)
  - b. To be eligible for an increment, an employee shall have qualified for two bonuses.
  - c. Upon successful completion of the requisite number of points, those employees who have completed five years of service shall be eligible to receive a yearly stipend of \$175.00 as an increment (Increment means the stipend is to be added every year, inclusive, after the award is earned.)
  - d. The increment shall become a permanent part of the employee's salary. Only four increments may be earned by any employee, for a total of \$1,050.
3. Disbursement:
- a. Bonuses shall be paid on or before July 1st of each year, in one lump sum.
  - b. Increments shall become a permanent part of the employee's salary, for the following year, and shall be paid at the same time as bonuses.

**THE POINT SYSTEM**

**College, Trade or Professional Schools:**

One semester hour of credit (one unit) 1 point

**Adult Education Classes**

One semester's attendance (any count of units) 1 point minimum

**Workshops and Conventions:**

Four hours attendance 1/2 point  
(limit of 2-1/2 points per year in this category)

**CSEA PROFESSIONAL GROWTH**  
Example of Maximum Earnings

This chart is an example of how the CSEA Professional Growth Award System should be administered. This example is one of an employee who is earning the maximum points and payments.

- Must earn 2 BONUS Awards before an INCREMENT is added
- INCREMENTS not awarded until 5 years of service is completed
- Committee must meet to review the applications
- Classes must pertain to employment activities

Year	Payment Type	Payment Amount	Points Earned	Points Used
1	Bonus #1	\$200	5	5
2	Bonus #2	\$200	5	5
3	Bonus #3	\$200	5	5
4	Bonus #4	\$200	5	5
5	Increment #1 (for bonus 1 & 2)	\$175	0	0
	Increment #2 (for bonus 3 & 4)	\$175	0	0
	Bonus #5	\$200	5	5
6	Increment #2	\$350	0	0
	Bonus #6	\$200	5	5
7	Increment #3 (for bonus 5 & 6)	\$525	0	0
	Bonus #7	\$200	5	5
8	Increment #3	\$525	0	0
	Bonus #8	\$200	5	5
9	Increment #4 (for bonus 7 & 8)	\$700	0	0
	Bonus #9	\$200	5	5
10	Increment #4	\$700	0	0
	Bonus #10	\$200	5	5
11	Increment #4 5 (for bonus 9 & 10)	\$875	0	0
	Bonus #11	\$200	5	5
12	Increment #4 5	\$875	0	0
	Bonus #12	\$200	5	5
13	Increment #6 (for bonus 11 & 12)	\$1,050	0	0
	Bonus 13	\$200	5	5
14	Increment #6	\$1,050	0	0
	Bonus #14	\$200	5	5
15	Increment #6	\$1,050	0	0
16	Increment #6	\$1,050	0	0

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

APPLICATION FOR CLASSIFIED PROFESSIONAL GROWTH

Please fill in all appropriate blanks

Instructions to Employee - Please type or print:

- 1. Completely fill in Section A. Only one course/workshop per application please. Keep a copy of all documents for your records.
2. Send original application with course/workshop description and proof of registration to CSEA Professional Growth Committee (HR).
3. As soon as you receive your transcript, grade card, or certificate of completion, send a copy to CSEA PGC (HR) to get credit.
4. All materials must be received no later than 5/31 each year to qualify for the current year's Growth Award.

PLEASE REMEMBER TO KEEP A COPY OF EVERYTHING YOU SUBMIT TO THE COMMITTEE.

A. Name \_\_\_\_\_ Work site \_\_\_\_\_
Your job title \_\_\_\_\_
Name of college or organization \_\_\_\_\_
Course/Workshop Title Beginning Date Ending Date Course # Units Total Hours
Did the District pay for any portion of this activity? No [ ] Yes [ ] If "Yes", what % paid by District? \_\_\_\_
Did you attend this activity during scheduled work hours? No [ ] Yes [ ] If "Yes", does not qualify for credit.
Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

B. ACCEPTANCE OF COURSE FOR PROFESSIONAL GROWTH
[ ] The above activity is approved for \_\_\_\_ points toward this employee's \_\_\_\_\_ Growth Award.
(year)
[ ] Disqualified: Comments: \_\_\_\_\_
Assistant Superintendent/Designee: \_\_\_\_\_ Date: \_\_\_\_\_
Professional Growth Committee: \_\_\_\_\_ Date: \_\_\_\_\_

C. VERIFICATION OF COURSEWORK COMPLETED GRADE: \_\_\_\_\_
[ ] Upon review of the submitted proof of completion, this activity is approved for \_\_\_\_\_ points toward the
(year) Growth Award.
[ ] Disqualified: Comments: \_\_\_\_\_
Assistant Superintendent/Designee: \_\_\_\_\_ Date: \_\_\_\_\_
Professional Growth Committee: \_\_\_\_\_ Date: \_\_\_\_\_

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
CLASSIFIED GRIEVANCE FORM**

This form will be completed as needed from Step 1 to Step 3, as provided in the MVUSD/CSEA contract, Article 3.0.

"A grievance is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this agreement." 3.1.1

**Step 1. Date of initial discussion between unit member and supervisor \_\_\_\_\_**  
(Summary of initial discussion, including statement of adverse effect, remedy requested, and response of administrator.)

**Step 2. Date \_\_\_\_\_ Statement of Grievance**  
This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

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

**Decision of Superintendent or designee:**

\_\_\_\_\_ Date \_\_\_\_\_ Superintendent or Designee's Signature

**Step 3 or 4. Date \_\_\_\_\_ Request for Mediation/Arbitration**

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



**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES**

<b>Employee Name</b>	█	<b>Type of Evaluation:</b>	
<b>Job Title</b>	█	<b>Permanent Employee</b>	<input type="checkbox"/> Annual
<b>Work Site</b>	█		<input type="checkbox"/> Other **
<b>Date of Evaluation</b>	█	<b>Promotional Probationary</b>	<input type="checkbox"/> 3-month
<b>DOH in Position</b>	█		<input type="checkbox"/> 5-month
<b>DOH in District</b>	█	<b>New Employee Probationary</b>	<input type="checkbox"/> 3-month
			<input type="checkbox"/> 5-month
<b>KEY:</b> EX = * Exceeds Job Requirements MR = Meets Job Requirements NI = * Needs Improvement UN = * Unsatisfactory NA = Not Applicable		<b>**Other Evaluation – Please state reason:</b> █	

KEY		* Please list below your comments on areas marked Exceeds Job Requirements, Needs Improvement, or Unsatisfactory *
	<b>I. QUALITY OF WORK</b>	
█	A. The quality of work performed meets the accepted standards	█
█	B. Product is accurate, complete, neat	█
█	C. Completes the work required in the allotted time	█
	<b>II. WORK HABITS and ATTITUDES</b>	
█	A. Organizes work	█
█	B. Uses good judgment in the performance of work required	█
█	C. Learns and applies new ideas, procedures, rules, and techniques	█
█	D. Shows interest in work	█
█	E. Abides by rules and regulations	█
█	F. Accepts job responsibilities	█
█	G. Properly uses assigned safety equipment	█
	<b>III ATTENDANCE and DEPENDABILITY</b>	
█	A. Adheres to arrival, rest periods, & departure times	█
█	B. Continues to work in the absence of close supervision	█
█	C. Complies with written and/or oral instructions in the performance of job duties	█
█	D. Daily attendance	█
	<b>IV RELATIONSHIP WITH PEOPLE</b>	
█	A. Works harmoniously with others	█
█	B. Effective in dealing with the public	█
█	C. Works in a professional manner with the students	█



MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
CSEA POSITION RECLASSIFICATION REQUEST

**PLEASE RETURN THIS FORM TO THE DISTRICT SUPPORT CENTER**  
**ATTN: HUMAN RESOURCES - RECLASSIFICATION COMMITTEE**  
(See deadlines and procedures additional page.)

Employee Name \_\_\_\_\_ Date \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Name of Person making request if other than the unit member: \_\_\_\_\_

Current Title/Position \_\_\_\_\_ Current Location/Dept. \_\_\_\_\_

Current Work Year: \_\_\_\_\_ Days \_\_\_\_\_ 10 mo \_\_\_\_\_ 11 mo \_\_\_\_\_ 12 mo

Current Supervisor \_\_\_\_\_

Length of time in current position \_\_\_\_\_ District Hire Date: \_\_\_\_\_

**POSITION RECLASSIFICATION WORKSHEET**

1. Desired Position / Classification \_\_\_\_\_
2. Desired Location / Department \_\_\_\_\_
3. If you believe you are working out-of-class, list the specific duties/responsibilities that you feel are the cause:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(continue >)

4. Please attach additional pages with any important factors, information and rationale to support this request, if needed.

\_\_\_\_\_  
Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Supervisor Signature (not required) \_\_\_\_\_ Date \_\_\_\_\_

**AUTHORIZATION SIGNATURES - RECLASSIFICATION PANEL**

Approve: \_\_\_\_\_ Disapprove: \_\_\_\_\_ Please explain: \_\_\_\_\_

Date: \_\_\_\_\_ 1) \_\_\_\_\_ 2) \_\_\_\_\_

3) \_\_\_\_\_ 4) \_\_\_\_\_

5) \_\_\_\_\_ 6) \_\_\_\_\_

**ADMINISTRATIVE SIGNATURES**

\_\_\_\_\_  
Approve \_\_\_\_\_ Disapprove \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Personnel Administrator

\_\_\_\_\_  
Approve \_\_\_\_\_ Disapprove \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Approve \_\_\_\_\_ Disapprove \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Superintendent or designee

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
CSEA POSITION RECLASSIFICATION PROCEDURES**

In the event a bargaining unit member, supervisor, or the Association's Executive Board believes a position is in need of reclassification, the following regulations and procedures have been established:

1. The bargaining unit member must be in a permanent, non-probationary status.
2. The bargaining unit member must review and compare his/her current job description and the job description of the desired position.
3. Complete the Reclassification Request form, attaching all supporting documentation, including job description comparison.
4. Inform Supervisor of application.
5. Submit the completed forms and supporting documentation to Human Resources - Reclassification at the District Support Center.
6. Deadlines for submission IS October 1<sup>st</sup> of each year.
7. The bargaining unit member will be interviewed by the Reclassification / Committee
8. The Reclassification / Committee's original recommendation will be reported to the Superintendent or designee and the Board of Education.
9. Reclassification requests must be approved by the Board of Education prior to the change in position taking place.

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(Use for further explanation if needed)

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**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT****CSEA POSITION RECLASSIFICATION  
APPEAL PROCESS PROCEDURES**

A reclassification appeal may be filed by an employee who was denied a reclassification request or whose request was approved by the Negotiations committee but modified to a lesser extent or level than originally requested.

The appeal must be received in Human Resources within 30 calendar days of the denial or modification notification of the original request by April 15<sup>th</sup>.

One appeal per denial of reclassification request will be accepted; however, this does not waive any legal rights the employee may have through other contractual or legal rights.

The Reclassification Appeal Committee will meet by May 1<sup>st</sup> to review the information submitted by the unit member requesting an appeal, along with the Reclassification Committee's written findings on the original request. The Reclassification Appeal Committee may require or request additional information from the bargaining unit member.

This Reclassification Appeal Committee may or may not bring the unit member in for a meeting. In addition, the Reclassification Appeal Committee will use job descriptions and salary schedules from surrounding districts of similar demographics.

The Reclassification Appeal Committee must reach consensus in order to grant an appeal and submit the decision by the Reclassification Appeal Committee by June 15. If the appeal is denied, the applicant(s) shall be notified on a form agreed upon by both parties as to the reason for denial. The Reclassification Appeal Committee will make a recommendation to the Superintendent by June 1<sup>st</sup>. With the Superintendent's concurrence, the recommendation will be placed on the Board of Education Agenda. If the appeal is denied, the applicant(s) shall be notified by June 15<sup>th</sup> on a form agreed upon by both parties as to the reason for the denial.

The Reclassification Appeal Committee will consist of three (3) CSEA representatives and three (3) District representatives. One (1) of the Reclassification Appeal Committee member from each party will have been a member of the Reclassification Committee and the other four (4) will be the President of CSEA and the Assistant Superintendent and/or their designees.

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
CSEA POSITION RECLASSIFICATION APPEAL REQUEST FORM**

**ATTACH THIS FORM TO A COPY OF YOUR ORIGINAL REQUEST FOR RECLASSIFICATION AND RETURN TO HUMAN RESOURCES WITHIN 30 DAYS OF DENIAL OR MODIFICATION NOTIFICATION**

Employee Name \_\_\_\_\_ Date \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Current Title/Position \_\_\_\_\_ Current Location/Dept. \_\_\_\_\_

Desired Position/Classification \_\_\_\_\_

Date Original Reclassification Request was submitted: \_\_\_\_\_ Date of Notification: \_\_\_\_\_

Reason for appeal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach additional pages with new factors, information and rationale to support your appeal, as needed.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**AUTHORIZATION SIGNATURES - RECLASSIFICATION APPEALS PANEL**

Approve: \_\_\_\_\_ Disapprove: \_\_\_\_\_ (please explain) \_\_\_\_\_

Date: \_\_\_\_\_ 1) \_\_\_\_\_ 2) \_\_\_\_\_

3) \_\_\_\_\_ 4) \_\_\_\_\_

**ADMINISTRATIVE SIGNATURES**

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_ Date \_\_\_\_\_

Personnel Administrator \_\_\_\_\_

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_ Date \_\_\_\_\_

Business Administrator \_\_\_\_\_

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_ Date \_\_\_\_\_

Superintendent or designee \_\_\_\_\_

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT  
C L A S S I F I E D  
EXTRA-DUTY, OVERTIME, OFF-TRACK SUBSTITUTE & CIVIC CENTER WORK  
REQUEST FORM**

Employee \_\_\_\_\_ YOUR NAME \_\_\_\_\_ Position \_\_\_\_\_ # of Work Days Assigned \_\_\_\_\_

Phone number \_\_\_\_\_ Work Site \_\_\_\_\_ Date of Hire \_\_\_\_\_

YES, I request to be put on the list for  Extra-duty,  Overtime,  Off-track Substitute work, and/or  Civic Center

**I am qualified for the following jobs/duties:**

<input type="checkbox"/> Custodian	<input type="checkbox"/> Sound/Light at PAC/MVHS
<input type="checkbox"/> Maintenance	<input type="checkbox"/> Clerical
<input type="checkbox"/> Nutrition Services	<input type="checkbox"/> Grounds
<input type="checkbox"/> Other _____	

**I am available to work**

Day	Time / am or pm?	Comments
<input type="checkbox"/> Monday	_____ to _____	_____
<input type="checkbox"/> Tuesday	_____ to _____	_____
<input type="checkbox"/> Wednesday	_____ to _____	_____
<input type="checkbox"/> Thursday	_____ to _____	_____
<input type="checkbox"/> Friday	_____ to _____	_____
<input type="checkbox"/> Saturday	_____ to _____	_____
<input type="checkbox"/> Sunday	_____ to _____	_____

**Any other information you deem important for consideration** \_\_\_\_\_

\_\_\_\_\_  
-  
\_\_\_\_\_

I understand that I must submit a new request form if I wish to change any information above.

**SIGNATURE OF EMPLOYEE** \_\_\_\_\_ **SAMPLE ONLY** \_\_\_\_\_ **DATE** \_\_\_\_\_

**Return this form to the Human Resources Division**

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**HUMAN RESOURCES OFFICE USE ONLY**

**STATUS:** Qualified for position yes / no Explain \_\_\_\_\_

Total Years/Months of Service \_\_\_\_\_ Years/Months at current site \_\_\_\_\_ Years/Months in current position \_\_\_\_\_

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT**

**SCRIBE'S WAIVER**

**In the event of any inadvertent omission  
by the scribe of this contract,  
the original signed agreement shall prevail.**