

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MARICOPA UNIFIED SCHOOL DISTRICT

AND

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,
MARICOPA UNIFIED CHAPTER 686**



July 1, 2020- June 30, 2023

(October 2022)

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ARTICLE I AGREEMENT

- A. This Agreement is entered into by and between the **MARICOPA UNIFIED SCHOOL DISTRICT** ("District") and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS MARICOPA UNIFIED, CHAPTER 686** ("Association"), an employee organization.
- B. The purpose of this Agreement is to promote the improvement of personnel management and employer/employee relations; provide an equitable and peaceful procedure for the resolution of differences; and establish rates of pay and other terms and conditions of employment.
- C. This Agreement is entered into pursuant to provisions of Sections 3540-3549 of the California Government Code. The parties agree that any modifications to the terms of this Agreement are subject to negotiations and agreement between the parties.
- D. A "day" shall mean any day the District Office is open for business.
- E. Seniority shall be date of hire in each classification.
- F. Neither the District nor the Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the lawful exercise of their rights to engage or not to engage in any Association activity(ies).
- G. No employee in the bargaining unit shall, in any way, be favored or discriminated against in wages, hours, or other terms and conditions of employment because of his/her political opinions or affiliations, race, national origin, religion, or marital status. Further, to the extent prohibited by law, no employee shall be discriminated against because of his/her age, sex, or physical handicap.

ARTICLE II RECOGNITION

- A. The District hereby recognizes that the Association is the Exclusive Bargaining Representative for all classified employees, excluding those lawfully designated as confidential, management, and supervisory employees.
- B. The Articles and provisions contained herein and/or added through mutual agreement and reduced to writing constitute a binding agreement on all parties.
- C. New classified positions shall be included in the bargaining unit as provided in paragraph A above. In the event that a dispute exists, the parties agree to utilize the Public Employment Relations Board (PERB) to resolve the issue.
- D. District shall notify the CSEA President of any newly-created classified positions, including the proposed salary range and job duties, prior to the posting of any position.

ARTICLE III EMPLOYEE RIGHTS

A. Personnel Files: The personnel files of each employee shall be maintained at the District's central administrative office.

B. The employee or representative with the written authorization of the employee shall have the right, at any reasonable time, without loss of pay, to examine and/or obtain copies of any material from his/her personnel file, with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.

C. All personnel files shall be kept in confidence and shall be available for inspection only to designated employees of the District, when actually necessary, in the proper administration of the District's affairs or the supervision of an employee. The District shall keep a log indicating the person(s) who have examined a personnel file, as well as the date the examination(s) were made. The log and employee's personnel files shall be available for examination by the employee or his/her CSEA representative, if authorized by the employee. The log shall be maintained in the employee's personnel file.

D. Any person who places written material or drafts written materials for placement in an employee's file shall sign the material and signify the date on which the material was drafted. Any written material placed in a personnel file shall indicate the date of the placement.

E. An employee shall be provided with copies of any derogatory written material ten workdays before it is placed in his/her personnel file. An employee shall be given an opportunity during normal work hours, without loss of pay, to initial and date the material and to prepare a written response to the material. The written response shall be attached to the material.

ARTICLE IV EVALUATION PROCEDURES

A. Each permanent employee shall have a written evaluation every two years, which shall be completed prior to April of each work year.

1. Effective July 1, 2020, the probationary period for classified employees will be six (6) months or 130 days of paid status, whichever is longer. Probationary employees may be evaluated prior to completion of the probationary period.

2. A unit member who is promoted shall serve a trial period of 90 workdays in the higher classification and shall be evaluated at least once. If the District determines that the employee has not successfully served during the trial period in the promotional position or if the employee requests to return to the prior position, the employee shall be returned to the original position, which may result in the bumping, displacement, or layoff of less senior employees.

3. Nothing will preclude the District from evaluating a permanent employee at any time.

B. The formal written evaluation shall be made by the immediate supervisor, the Superintendent, or designee who is not a unit member, and it shall be discussed with the employee.

C. The evaluation shall be made on a standard form provided by the District for this purpose.

1. Less than satisfactory notations on the evaluation form shall include specific written recommendations for improvement(s). The employee shall have the right to review and respond in writing to an evaluation.

2. Evaluation sections marked "unsatisfactory" must be based upon materials that have been previously brought to the attention of the employee.

D. No disciplinary action shall be taken against an employee, except for just cause.

E. CSEA or the employee shall have the right to grieve the procedure followed in making the evaluation, but the contents of the evaluation itself are not subject to the grievance procedure.

F. After the unit member has been evaluated, he/she may submit a rebuttal to the evaluation. The comments will be attached to the unit member's evaluation and placed in his/her personnel file.

**ARTICLE V
RIGHTS OF THE EXCLUSIVE REPRESENTATIVE**

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

Advance Approval and/or Unassigned Times

1. The right of access at reasonable off-duty periods to areas in which employees work for the purpose of representing bargaining unit members on grievances and matters directly related to the grievance.
2. The right to use, without charge, institutional bulletin boards, mailboxes, the school mail system, and other District means of communication for the position or transmission of information or notices concerning CSEA matters.
3. The right to use, without charge, institutional equipment, facilities, and buildings at reasonable times not disruptive to the educational process for the sole purpose of conducting CSEA business. CSEA shall provide its own materials and reimburse the District for additional custodial services if needed.
4. The right to review an employee's personnel file and any other records dealing with an employee, when accompanied by the employee, or upon presentation of a written authorization signed by the employee.
5. The right to be supplied with a complete seniority roster of all bargaining unit employees by October 5th of each school year. The roster shall indicate the employee's current classification. Seniority shall be date of hire in each classification.
6. The right to receive upon request copies of any and all materials related to wages, hours, and other terms and conditions of employment which are necessary for CSEA to fulfill its duties and obligations as the Exclusive Representative of bargaining unit employees covered by this Agreement.
7. The Chapter President shall be provided with a copy of all school board packets, agendas and minutes at the time the documents are publicly posted.
8. Unpaid release time shall be granted for those employees whose work shift includes 5:00 p.m. or later to attend CSEA meetings once per month.
9. For the purpose of association business, release time shall be granted to the Chapter President or designee.
10. One week paid release time shall be granted for the Chapter President or selected Delegate to attend the CSEA or Paraprofessional Annual Conference.

11. The right to receive, review and discuss the District's annual Instructional Calendar for the bargaining unit prior to submitting the Instructional Calendar to the Board for approval.

B. Distribution of Agreement. Within 30 days after execution of this Agreement, the District shall publish to the district website a copy of this agreement. The district will print or duplicate and provide a copy of this Agreement to the CSEA Labor Relations Representative and each classified employee who requests the printed agreement without charge.

C. Orientation: Refer to Appendix B.

D. During the annual orientation/in-services held at the beginning of the school year and at the ending of the school year, a CSEA representative shall have an opportunity to meet with all classified employees as a group for a maximum of sixty (60) minutes for an organizational meeting which would apply to the classified employees.

**ARTICLE VI
ORGANIZATIONAL SECURITY**

A. The District will comply with the provisions of Education Code Sections 45168 and 45168.5 unless repealed and/or modified by subsequent legislation or a court of competent jurisdiction.

B. Dues Deduction: The District will deduct dues from the wages of bargaining unit members based on CSEA's written direction to the district. CSEA is responsible for obtaining and maintaining and/or dues authorization forms for bargaining unit employees.

The District will make dues deductions as directed by CSEA in writing. CSEA is responsible for notifying the district in writing of a withdraw of dues deduction by any bargaining unit employee.

A bargaining unit employee on an approved paid leave of absence shall continue to have dues deducted for the term of the approved leave, except the deductions can be discontinued in accordance with CSEA requirements.

Request for withdrawal from the Association will be in accordance with CSEA bylaws and requirements. A bargaining unit member shall direct any inquiries regarding withdrawal from membership to the Labor Relations Representative or the Association.

C. Hold Harmless Clause: The Association agrees to pay the District all legal costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the dues deduction provisions of the Agreement or the implementation thereof, provided that the Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

The Association shall indemnify and hold harmless the District, its officers, agents, and employees from any judgment or settlement liability arising out of any court action and/or administrative action before the PERB challenging the legality or constitutionality of the dues deduction provisions of the Agreement (or their implementation) provided that the Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

**ARTICLE VII
DISTRICT RIGHTS**

The Association understands and agrees that consistent with the laws of the State of California, the right, power, prerogative, authority to manage, control, and direct the operations and affairs of the District are reserved exclusively to the District and the Board of Trustees, except as those or any other heretofore unspecified rights, powers and prerogatives, and authorities are by this Agreement expressly and specifically limited, abridged, or modified in the manner and to the extent authorized by law.

**ARTICLE VIII
HOURS AND OVERTIME**

A. Workweek: The normal workweek shall consist of five consecutive days, Monday through Friday, eight hours per day, 40 hours per week. 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 employee shall be assigned a fixed, regular number of hours.

B. All employees in the bargaining unit required to work on legal holidays designated by this Agreement shall be compensated for all hours worked in accordance with Education Code Section 45127.

C. Overtime and extra hours shall be distributed and rotated as equally as is practical among employees in the bargaining unit within each class with proper consideration given to the duties to be performed. Should all employees in the classification of work to be performed decline the overtime or extra hours, the District shall offer the work to other qualified members of the bargaining unit who are capable of performing the duties and who are on an established list. The District may assign employees when the District determines that any delay may have a negative impact on the operation of the District.

D. At the employee's request, compensatory time off in lieu of cash compensation for overtime worked may be granted and shall be provided at the appropriate rate in effect at the time granted. Compensatory time should be taken within one year of which it was earned or it shall be paid in cash to the employee. Compensatory time must be taken at mutually agreeable times.

E. One additional day of compensatory time will be credited to each full-time employee who does not use sick leave between July 1 and June 30 of each fiscal year. The additional compensatory time will be prorated to the employee's workday and shall be reduced proportionately for any sick leave used during the year rounded to the nearest hour.

F. Overtime Pay: Overtime shall be paid at the rate of one and one-half times an employee's rate of pay:

1. More than eight hours in one workday;
2. More than 40 hours in one workweek;
3. A sixth consecutive workday for employees whose work schedule is more than four hours per day, five days per week, as provided in Education Code Section 45131; or
4. A seventh consecutive workday for employees whose work schedule is less than four hours per day, five days per week, as provided in Education Code Section 45131.

G. Rest Periods: Employees whose assigned workday is six or more hours shall be entitled to two 15-minute rest periods each day, which shall be scheduled by mutual agreement. Employees whose workday is less than six hours shall be entitled to a rest period of at least ten minutes each workday.

H. Lunch Periods: An uninterrupted lunch break of not less than 30 minutes or more than one hour shall be scheduled after the employee has been on duty for approximately four hours.

I. Lunch periods other than those provided above shall be arranged by the mutual agreement of the Superintendent/Designee and the employee.

J. Part-time Work in Excess of Assignment: A bargaining unit employee, who works a minimum of 30 minutes per day in excess of the regular part-time assignment for a period of 20 consecutive days or more, shall have his/her basic assignment changed to reflect the longer hours, effective with the next pay period. Seniority will be given preference for these assignments for qualified employees from the same job classification whose work schedule permits the additional assignment without incurring overtime.

K. Working Out of Classification: Classified employees shall not be required to perform duties which are not fixed and prescribed for their position by the Governing Board in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five workdays within a 15 calendar day period, except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to his/her position by the Governing Board for a period of more than five workdays, provided the employee's salary is adjusted upward for the entire period, the employee is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

L. Minimum Call-Back Time: Any unit member, who is required to work on a day that is not a regularly scheduled workday, or who is called back to work after his/her completion of a regular workday, shall be entitled to a minimum of two hours of compensation at the appropriate rate. Only the Superintendent or his/her designee may authorize Call-Back time.

M. Extra Time: Regular part-time bargaining unit employees will be offered extra hours to fill the position of an employee on any type of leave consistent with Section C of this Article. The regular part-time employee shall accrue seniority, sick leave, vacation, and holidays, at the longer hours as guaranteed to them by the Education Code. If no regular part-time employee is available, a substitute will be hired to cover the vacancy.

N. Split Shift: Employees whose assigned shift exceeds four hours per day and contains one or more periods of unpaid time, including lunch, whose total exceeds two and one half hours per day, shall be paid a split shift differential premium of five percent above the regular rate of pay for all hours worked.

O. Summer and Holiday Work: When work normally and customarily performed by District employees is available during summer or holidays, the work will first be offered to bargaining unit employees within the same job classification consistent with Section C of this Article. The temporary vacancies for summer and holiday work will be posted for a minimum of five workdays. Only fully qualified employees will be eligible. The pay rate for each vacancy will be the same that is provided on the classified salary schedule. Employees who work in their regular classification will be paid at their current step. All other employees will be paid at the first step of the posted position.

P. Holiday Breaks: Classified employees will be allowed to leave work at 1:00 p.m. on the day preceding the holiday breaks for Thanksgiving, Christmas and Easter. Those employees who cannot leave due to responsibilities of the job (i.e. bus drivers, custodians) shall, where possible, have an alternative schedule developed by the District.

ARTICLE IX PAY AND ALLOWANCES

- A. For the 2022-2023 school year only, the District proposes a two percent (2%) one-time off schedule bonus, effective July 1, 2022, to the Classified Salary Schedule. The bonus will be retroactive effective July 1, 2022. The salary bonus will be paid on or before January 15, 2023 and will be paid only to those unit members who are employed by the District on the date the bonus is paid. Unit members who leave the District before the bonus is paid, or are hired by the District after the bonus is paid are not eligible for the bonus.
- B. Frequency - Once Monthly: All employees in the bargaining unit shall be paid once per month.
- C. For employees who serve other than full-time in their job classification as set forth in this Agreement, leaves, vacations, and holidays which occur within the employee's work year shall be prorated to the employee's assigned hours as they relate to a full-time classified work year.
- D. The District agrees to provide all tools, equipment, and supplies required for performance of employment duties.
- E. Should the duties of an employee require use of special safety equipment, the District agrees to provide the equipment.
- F. Physical Examination: The District agrees to provide the full cost of any medical examination required as a condition of employment or continued employment. (Education Code section 45122.)
- G. Longevity: Effective March 1, 2019, the longevity bonus will be \$751.47. The annual longevity bonus will be prorated for employees working less than a full-time, eight-hour schedule, or less than ten months in a fiscal year. Should any district bargaining unit, management or confidential group receive a higher salary increase, or a salary enhancement to the salary schedule or a one-time salary payment for a school year, CSEA's bargaining unit will receive the same percentage increase or payment sum.
- H. Pursuant to Education Code section 44032, the District shall provide for payment of an employee's actual and necessary expenses incurred on assigned business, including travel expenses and mileage. Employees shall file a written request for reimbursement on forms provided by the District.
- I. Employees who are promoted will be provided with salary schedule placement that results in a salary increase, if available, in the new salary range.

**ARTICLE X
HEALTH AND WELFARE BENEFITS**

A. For the 2022-2023 benefit plan year, the District insurance plan will provide each eligible bargaining unit member and eligible dependent(s) with medical insurance, prescription insurance, dental insurance, vision insurance, behavioral health insurance (included in medical insurance), and basic life insurance (employee only). This is a monthly dollar amount contribution for health and welfare benefits and constitutes the District's entire contribution toward the insurance programs specified in this Article for the year(s) specified. The District will make available the health insurance coverage package and options below to each full-time employee (including eligible dependents). The following are the District's contribution for the 2022-2023 benefit plan year for each health insurance component.

1.	PBC 100B/Rx \$9-35	\$1,578.00
	PBC 100D/Rx \$7-25	\$1,564.00
	PBC 100C/Rx \$3-15	\$1,708.00
2.	Delta Dental DD 1000:	\$80.00
	DPO 2000, A/75/1500:	\$109.30
	Anthem Dental (DHN 4000/; Ortho 2000):	\$102.00
3.	Vision Service Plan C \$10:	\$24.70
4.	Basic Life Insurance Basic \$10,000:	\$.95

B. Increase in Costs:

1. Any increased cost above the District's monthly contribution in the health and welfare insurance programs mentioned in this Article shall be paid each month by the participating bargaining unit member unless mutually agreed otherwise during negotiations with the Association.

2. This provision is available to employees whose assigned workday is at least six or more hours per day, five days per week.

3. Effective July 1, 2019, the District agrees to provide prorated health and welfare benefits specified in Section A for all employees whose workday is six hours or more per day, five days per week and who elect to receive prorated benefits. An employee shall notify the District in writing if he/she elects to receive prorated health and welfare benefits. It is clearly understood between the District and CSEA that employees may individually elect to receive prorated benefits. For employees who elect to receive prorated benefits, the District agrees to prorate its contribution for the benefits specified in Section A based on the ratio of the bargaining unit employee's regular work hours per day and days per week to eight hours per day, 40 hours per week. Classified employees hired before February 1, 2019, whose workday is four hours or more per day, five days per week and are receiving prorated benefits, will continue to be eligible for health and welfare benefits.

4. No in-lieu payments or contributions to other insurance programs will be made for employees who do not elect to be covered by the insurance provided in this article.

5. Employees will have the option of participating in the Delta Dental DPO program under the SISC guidelines.

C. The District agrees not to change carriers or the level of health and welfare benefits specified in Section A unless the subject is properly negotiated with CSEA and ratified by CSEA and the District.

D. Employees on District-approved unpaid leave of absence shall, upon agreement of the insurance carrier(s), continue to receive health and insurance coverage for the period of the leave at the employee's expense.

Retirees:

E. Medical insurance, including prescription benefits, shall be paid for the employee and eligible dependents at the time of retirement on the following basis:

1. The retiring classified employee must be between 55 and 65 years of age and retiring into CalPERS.

2. The insurance will be paid by the District until the retiree's 65th birthday or until the employee is eligible for Medicare or other medical reimbursement programs.

3. The retiree is to remain in or retain the same group coverage as active employees.

4. The retiree must have fulfilled at least 15 years of employment prior to retirement to qualify for insurance coverage. (A medically documented leave of absence approved by the Board of Trustees shall be considered employment for purposes of meeting the required 15 years of employment prior to retirement.) The final five years of service shall be continuous and immediately preceding the retirement.

F. The bargaining unit and the District agree to form and implement a Health and Welfare Benefits Committee. The purpose of the committee will be to oversee any changes, increases, or decreases in benefits and report any findings to bargaining unit members. The committee will be composed of representatives from the District and bargaining units.

ARTICLE XI VACATION

A. All employees in the bargaining unit shall earn paid vacation time in accordance with the provisions of this Article. Vacation shall be granted to classified employees within the bargaining unit on each individual employee's anniversary date and in accordance with the following:

<u>Years of Service (inclusive)</u>	<u>Vacation Amount</u>
1 to 4	10 workdays
5 to 9	15 workdays
10 to 19	20 workdays
20 or more	25 workdays

1. Earned vacation will not become a vested right until after completion of the initial six months of employment.
2. For all classified employees in the bargaining unit working ten months or less, vacations shall be scheduled during the Christmas recess and the Easter recess.
3. Part-time employees shall have their vacation prorated to their regular workday.
4. For 12-month employees, vacation, with the approval of the employer, may be taken at any time of the school year. In the event that an employee is unable to take vacation due to a District emergency, with the approval of the Superintendent, full-time classified employees may carry over up to 80 hours of vacation into the following fiscal year; employees working a part time schedule shall carry forward only the equivalent of ten days at the same prorated rate the employee is entitled to. Any vacation time above 80 hours (or equivalent of ten days) shall be paid to the employee.
5. The District will notify employees in writing by April 15 of any vacation balances for the current school year.

B. Pay for vacation days for all bargaining unit employees shall be at the same rate as the employee is entitled to under the schedule of compensation for a day's work. When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

C. Vacations shall be scheduled at times mutually agreed upon by the employee and the District, taking into account the District's work requirements and subject to final approval by the District. If there is any conflict between the employees who are working on the same or similar operations as to when vacations shall be taken, seniority will be given preference in deciding which employee will be granted his/her vacation request.

D. When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

E. The District agrees to allow permanent employees of the bargaining unit to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee provides adequate notice and relevant supporting information regarding the basis for such interruption or termination.

ARTICLE XII HOLIDAYS

A. Scheduled Holidays: The District agrees to provide all employees in the bargaining unit with the following paid holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Lincoln's Day
- Washington's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Admissions Day

B. Those employees who are on duty on New Year's Eve Day, Christmas Eve Day and/or Good Friday will be dismissed no later than 12:00 p.m. after completion of a one half work day.

C. The Board shall set the holiday schedule before July 1 of each year of this Agreement. Upon the Association's request, the Association shall have the right to consult with the District concerning the holiday schedule each year of the Agreement.

D. Every day declared by the President or Governor of this state as a public fast, mourning, Thanksgiving or holiday, or any day declared a holiday by the Governing Board under applicable Education Code sections shall be paid a holiday for all employees in the bargaining unit.

E. Holidays on Saturday or Sunday:

1. When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. Except as otherwise provided in this Article, when a holiday falls on Sunday, the following workday shall be deemed to be that holiday.

2. The operation of this section shall not cause any employee to lose any of the holidays provided in this Article.

F. Holiday Eligibility: Except as otherwise provided in this Article, an employee must be in paid status on the workday immediately preceding or succeeding the holiday in order to be paid for the holiday. Employees in the bargaining unit who are not normally assigned to duty during school recesses shall be paid for those holidays provided that they were in a paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday period.

G. If an employee is required to work on a holiday, he/she shall be compensated at the rate of time and one-half of his/her regular rate of pay received in addition to the regular pay received for the holiday. (Education Code Section 45205)

ARTICLE XIII LEAVES

Sick Leave:

A. Each 12-month employee shall be entitled to and credited with 12 days of sick leave for each year of employment on the basis of one day per each month of employment at his/her daily rate of pay. Sick leave will be prorated to the employee's workday and work year. Sick leave may be used in one-hour increments upon prior approval by Superintendent or designee. Unused sick leave shall accrue from school year to school year. The annual allotment of sick leave will be credited at the beginning of each employee's work year.

B. The District shall provide each classified employee with a written statement of unused sick leave as of September 30 of each school year. Such statement shall be provided no later than October 15 of each school year.

C. For just cause, the District may require a verification of illness.

D. When an employee is absent from duties due to illness or accident for a period of five months or less, whether or not the absence arises out of or in the course of the employment, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee engaged to fill the position during the employee's absence. After an employee has utilized all credited sick leave, the District shall begin making deductions in accordance with the appropriate provisions of the Education Code.

Personal Necessity Leave:

E. Sick leave may be used at the discretion of the employee with prior notice to the employer for instances of personal necessity. A maximum of seven days of accumulated sick leave may be used in any school year for personal necessity leave. The following are examples for which personal necessity leave may be used: Up to three days of Personal Necessity Leave each year may be used by the employee without the requirement to reveal the reason for the leave as long as the provisions of this section are met.

1. Death of a member of the employee's or spouse's immediate family, as defined herein.
2. Accident involving the employee's person or property, or the person or property of a member of his/her immediate family, as defined herein.
3. Serious or critical illness of member of the immediate family, defined herein.
4. Required appearances in court as litigant or as a witness under an official order.

5. Danger to home or property of an employee; limited to circumstances involving imminent danger to the residence caused by flood, fire, earthquake, or other acts of God.
6. Paternity leave; limited to three days at the time of birth or when birth can be considered imminent.
7. Funeral attendance.
8. Examination for military service -- limited to one day upon receipt of orders to return to or report for military service.
9. Religious holidays or required religious observations of major religions (i.e., Christian, Hebrew, Moslem, Hindu).
10. Wedding or graduation of the employee or employee's child.
11. Personal necessity may be used for that portion of a workday to cover emergency occasions that may be unavoidable or of a serious nature involving circumstances which the employee cannot reasonably be expected to disregard or which may not be conducted at a time other than his/her regularly assigned duty hours.
12. The employee shall submit a completed leave report form to the school principal or immediate supervisor within three workdays prior to the date of the leave.
13. In the case of an emergency in which the employee cannot provide three days prior notice, the employee must notify his/her immediate supervisor as soon as possible and submit a completed leave report form to the principal or immediate supervisor after returning to duty.

Employees must submit an advance written request to the Superintendent or designee at least three (3) days prior to taking personal necessity leave. The written request shall be on a district form and signed by the immediate supervisor for approval. The District shall give a response to the employee within 48-hours of receiving the written request. If, due to circumstances beyond the employee's control, it is impossible to request advance permission and the employee determines to take time off, the employee shall give verbal notice to the immediate supervisor and shall file the leave request immediately upon return to duty.

Immediate Family Defined:

F. For purposes of this Article, immediate family shall be defined as mother, father, grandmother, grandfather, or grandchild of the employee, or the spouse or registered Domestic Partner of the employee, and the son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepmother, stepfather, of the employee, or any

relative of the employee living in the immediate household of the employee. The Superintendent may allow the use of leave for persons not defined as immediate family.

Maternity Leave:

G. Each female employee shall be entitled to a disability leave of absence for the period of time she is required to be absent by reason of physical incapacity due to pregnancy or childbirth or conditions related thereto. The employee shall be entitled to use accumulated sick leave and disability benefits allowable under appropriate sections of the California Education Code on the same basis provided for any other illness, injury or disability.

H. The period of disability, including the date upon which the leave begins, shall be determined by the employee and her doctor. A statement from the employee's doctor as to the beginning date of such disability shall be filed with the Superintendent. This date shall be based upon the employee's ability to render service in her current position.

I. The date of the employee's return to service shall be based upon her doctor's analysis and written statement of her physical ability to render service. Upon return from leave, the employee will be reinstated to the classification held at the time the leave was granted.

Bereavement Leave:

J. Every employee shall be entitled to five days of paid noncumulative leave of absence, or five days if travel of 200 miles or more, one way, is involved because of the death of a member of his/her immediate family.

1. The District shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph
2. The Superintendent shall have the discretion to extend the bereavement leave provisions in the case of unusual circumstances.
3. This leave shall not be deducted from sick leave.

Industrial Accident and Illness Leave:

K. In addition to any other benefits to which an employee may be entitled under the Worker's Compensation laws including Education Code 45192, an employee shall be entitled to the following benefits:

1. An employee suffering an injury or illness arising out of and in the course and scope of his/her employment, shall be entitled to a leave of up to 60 workdays in any one fiscal year for the same accident or illness. The leave will commence on the first date of accident or illness. This leave shall not be accumulated from year to year. When any leave overlaps a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness

occurred. An employee may request an extension of this leave as provided by Education Code section 45192.

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

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

4. The District shall notify the employee 30 days in advance of the date the employee's leave benefits will be exhausted.

Jury Duty:

L. An employee shall be entitled to leave without loss of pay when called for jury duty. The employee shall sign over to the District any fees paid for jury duty minus any allowance for expenses.

M. The total time required for jury duty, reasonable travel time, and the remainder of the employee's workday shall not exceed his/ her regularly assigned workday.

N. Unpaid Leaves of Absence: The District may grant a leave of absence, without pay, to any unit member for any mutually agreeable reason for a period of up to one calendar year. Requests for such leave must be made at least 60 calendar days prior to the intended commencement of the leave, unless extenuating circumstances preclude such advance request.

O. Provisions for Fringe Benefits: Fringe benefits shall be paid for eligible employees on paid leaves of absence throughout the duration of the leave of absence on the same basis as active employees.

P. No absence under any paid leave provisions of this Article shall be considered a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue during the absence.

Q. Inservice/Training/Study Leave: At the discretion of the Superintendent, an employee may receive paid leave for the purpose of attending classes, workshops, conferences, or programs, which may enhance the educational environment of the students, staff, or school District in general.

R. Parental Leave: Beginning January 1, 2017, employees will be eligible for parental leave in accordance with Education Code Section 45196.1.

**ARTICLE XIV
VACANCIES, TRANSFERS & PROMOTIONS**

A. A vacancy occurs when an employee resigns, retires, or is terminated, or a new position is created. The District shall determine whether or not to fill a vacant position. Should the District determine not to fill a vacant position it is understood that notification of this decision will be sent to the Chapter President and the Association may request to negotiate over the effects of the District's decision.

B. Notice of vacancies shall be posted at the District office, District website and at all work locations for not less than five workdays. The notice shall include: the job title, a brief description of the position and duties, the minimum qualifications and the necessary training and experience required for the position, the assigned job site, the number of hours per day, regular assigned work shift time, days per week and months per year assigned to the position, the salary range, and the deadline, if any, for filing to fill the vacancy.

1. A copy of the notice shall be provided to the Chapter President on the date it is posted.

2. The District shall have the sole responsibility for establishment of the minimum qualifications and necessary training and experience required which shall be consistent with the established job description.

3. Any employee in the bargaining unit may apply for a vacancy by submitting written notice to the District within the filing period. For the purposes of this Article, the written notice may be submitted by email. Any employee on leave or vacation may authorize his/her CSEA officer to file on the employee's behalf. Such authorization must be in writing, unless the employee has previously notified the District in writing of their interest on any job vacancy, which can be considered a transfer or promotion.

4. Notice of vacancies that are posted during the summer months shall be posted at the District Office and the District website for a period of no less than ten business days.

5. During the summer months, the District will send and e-mail copies of vacancy notices to all classified employees using the district assigned email address of each employee. (.musd.email address)

C. Transfers: A 'Transfer' is a change within same job classification or hours may include a change of the employee's supervisor. The District shall first offer the opportunity to transfer to qualified bargaining unit employees serving within the same classification in the District. If more than one employee with equal qualifications wishes to be transferred to the vacancy, the employee with the necessary training, experience, and seniority shall be transferred. Probationary employees of the District are not eligible to be considered for transfers.

D. Promotion: A "Promotion" is a change in job classification to a position with a higher pay range. Employees in the bargaining unit who have applied for a promotion shall be given first consideration. Consideration shall be made provided the job vacancy is a promotion, and the employee has the necessary training and experience and meets the minimum qualifications as required by the posting. If more than one employee applies for a promotion, the employee(s) must meet all District qualifications with the necessary training and experience and seniority shall be given first consideration within the classification for the position. All qualified bargaining unit employees who apply shall be interviewed.

1. A unit member who is promoted shall serve a 6 month probationary period. The promoted employee shall be evaluated with the first 90 days in the higher classification. If the District determines that the employee has not successfully served in the position during the probationary period or if the employee requests to return to the prior position, the employee shall be returned to the original position, which may result in bumping or displacement of an employee(s).

E. Unsuccessful employee applicants shall be notified in writing and may request, within ten days of notification, a conference with the Superintendent and a representative, if requested.

F. The District may advertise the position outside the District, including but not limited to: Ed Join, District website and local newspapers concurrently with the internal posting, but must consider internal applicants prior to considering any other applicants.

G. Medical Transfers: The District shall give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties, as verified by a doctor. The alternate work may constitute promotion with appropriate pay, demotion, or lateral transfer to a related class subject mutually agreed upon between the District, the employee and the Association.

H. During the time a position is posted, the District may fill the position with a provisional appointee, not to exceed 30 workdays. The District shall determine whether to assign another employee out of classification temporarily to fulfill this need. The person filling a vacant position on a temporary basis shall not receive preferential treatment or consideration if the person applies to fill the vacant position on a permanent basis.

I. For purposes of this Agreement, a "provisional appointee" shall mean the person filling a position during the time required to complete posting, advertising, testing and interviewing for the vacant position.

J. For purposes of this Agreement, a "substitute" is an outside person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.

K. For purposes of this Agreement, "seniority" shall mean time served based on an employee's original date of hire.

**ARTICLE XV
SAFETY CONDITIONS OF EMPLOYMENT**

A. Safety conditions of employment means any work-related condition affecting the health and safety of an employee. The District shall provide and maintain, to the extent of its ability, safe working conditions for all employees. A bargaining unit member shall not be required to perform duties under conditions which pose an immediate and serious threat of serious bodily harm to the bargaining unit member, provided that he or she has exhausted all reasonable means within his or her discretion to remedy the condition.

1. The District shall provide proper safety training to all employees in classifications where special training is necessary for the safety of students, community and staff.

B. Employees shall be safety conscious and cooperate with the District in the implementation of its safety program and report, in writing, any unsafe or unhealthy conditions directly to the District. No employee shall suffer any reprisal as a result of reporting an unsafe or unhealthy condition.

C. School site emergency procedures shall be reviewed and practiced, to be certain that evacuations, earthquakes, active shooter drills and lock downs are implemented in such a way as to ensure the safety of all employees.

D. In the event of a declared emergency, a national epidemic, an act of God or a natural disaster, it is understood that certain unit members will be required to remain on duty; in this event, the district and union will meet and discuss to determine the immediate impacts to include necessary compensation for those on duty.

1. Definition of Emergency: A serious unexpected and often dangerous situation requiring immediate action; an unforeseen combination of circumstances or the resulting state that calls for immediate action; or an urgent need for assistance or relief.

E. The District shall conduct investigations of employee reports and take appropriate corrective actions. A copy of all safety issues reported to the District shall be shared with the CSEA Chapter President and posted in a common area for review by all employees.

**ARTICLE XVI
EMPLOYER-EMPLOYEE RELATIONS COMMITTEE**

A. The District and the Association have established an Employer-Employee Relations Committee (EERC), consisting of four members: two members appointed by the Association and two members appointed by the District.

1. The EERC may meet once per month. Additional meetings may be scheduled by the EERC as the need arises.
2. The dates, times, and places of the meetings shall be mutually agreed upon between the members of the EERC.
3. A monthly schedule of EERC meetings shall be posted at the District Office. In the event a meeting is canceled by the EERC, the EERC shall notify the District Superintendent in writing and specify the reason(s) for the cancellation. The EERC shall provide the District Superintendent with the dates, times, and places of the rescheduling of the meeting in order for the EERC to fulfill the requirements for conducting EERC meetings under this section.

B. The purpose of the EERC is to develop and practice reasonable and effective means of resolving classified employees' concerns in the work place internally and to establish and maintain recognized two-way channels of communications between classified employees who may be involved and the District administration.

1. The EERC shall have no authority to adjust and/or make a final decision on any concerns filed by a classified employee with the EERC.
2. The EERC's sole responsibility is to review concerns of classified employees of the District and make recommendations to the District Superintendent.

ARTICLE XVII
PROFESSIONAL GROWTH

A. The District will compensate employees for Professional Growth activities in accordance with the following criteria:

1. Employees must get written District approval prior to enrolling in any course, which will be used for Professional Growth credit.
2. Courses must be completed with a grade of "C" or better or a "Pass" when letter grades are unavailable.
3. Each course must be directly related to the employee's assignment.
4. Courses must be completed prior to August 31 for credit during the school year.
5. A maximum of six semester units may be credited each school year.

B. The annual stipend, which is effective July 1, 2008, shall be \$30.00 for each semester unit completed in accordance with the provisions of paragraph A of this Article. The stipend shall be provided on an ongoing annual basis.

**ARTICLE XVIII
DISCIPLINE PROCEDURES**

A. Grounds for Discipline:

1. Absence without leave.
2. Excessive, repeated or unexcused absences or tardiness.
3. Failure or refusal to perform the normal and reasonable duties of the position.
4. Conviction of any criminal act involving moral turpitude.
5. Use of District time, facilities, equipment or supplies for private sale or trade.
6. Disorderly or immoral conduct.
7. Insubordination.
8. Incompetency or inefficiency.
9. Duplication of any key to a District facility without proper authorization.
10. Neglect of duty.
11. Negligence or willful damage to public property or waste of public supplies or equipment.
12. Dishonesty.
13. Participation in any business activity or enterprise, or acceptance of any employment that is clearly inconsistent, incompatible, in conflict with, or inimical to the duties of the position.
14. Violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the State Board of Education or by the Board of Trustees.
15. Persistent violation of or refusal to obey safety rules or regulations made applicable by the Board or by an appropriate state or local government agency.
16. Abandonment of position.
17. Possession and/or consumption of alcoholic beverages or intoxication on District premises or while on duty at any location.
18. Possession of, consumption of, or intoxication due to the use of any narcotic, restricted dangerous drug or other controlled substance which is regulated by the

California Uniform Controlled Substances Act on District premises or while on duty at any location, unless such possession is under a valid written prescription.

19. Unauthorized use of another employee's password to gain access to the District's computer system.

20. Suspension, revocation or expiration of any license or certificate which is required by local, state or federal rules and/or regulations for the employee's performance of job duties.

21. Other cause deemed sufficient by the District.

B. "Discipline" shall mean any action taken by the District against a permanent employee including, but not limited to, written warning or reprimand, dismissal, suspension, with or without pay, or other corrective remedy other than oral warning or reprimand. No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing district.

C. Any matter which may result in discipline shall be brought to the attention of the employee for purposes of clarification before it is reported to the Superintendent or designee.

1. If it is necessary to report the matter to the Superintendent or designee, he/she shall investigate the matter and discuss it with the employee or, if requested by the employee, with the employee and a representative. As a part of the investigation, the employee shall be notified, in writing, of the allegations and shall be given an opportunity to respond and to comment on the appropriate disposition.

2. Within five days of the conclusion of the investigation, the Superintendent or designee shall give the employee written notice of the intended disciplinary action.

a. The notice of disciplinary action shall be served upon the employee personally and shall be signed for and dated upon receipt or shall be sent by United States certified mail, return receipt requested, addressed to the employee at his or her last known address. Where the employee has utilized the services of a representative during the investigation, the representative shall also be sent a copy of the notice.

b. The notice of disciplinary action shall inform the employee of the charges, as well as the effective date of discipline, which shall be not less than six days after service of the notice. The notice shall contain a statement in ordinary and concise language of the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken, and, if it is claimed that an employee has violated a rule or regulation

of the public school employer, such rule or regulation shall be set forth in said notice.

c. The notice shall inform the employee of the right to demand an appeal hearing before the Board of Trustees and the time in which the hearing must be demanded, which shall not be less than five days after service of the notice.

d. The notice shall also contain a form, the signing and filing of which shall constitute a demand for hearing and denial of all charges.

3. The employee must file the demand for an appeal hearing and denial of charges in the District Personnel Office not later than 4:00 p.m. on the workday designated pursuant to Paragraph C.2.c of this Article. Failure to file the demand and denial prior to the deadline set forth above constitutes a waiver of any right to an appeal and the discipline shall be final.

4. If the employee files the demand and denial, the following procedure shall apply:

a. The burden of proof to support the discipline rests with the District.

b. The employee, and a representative if the employee desires, may present evidence or argument to the Board (or a Hearing Officer appointed by the Board) prior to the Board making a decision.

c. Following the appeal hearing, the Board shall adopt, modify or reject the discipline.

d. The Board's decision shall be in writing and shall set forth the finding of facts, conclusions and reasons for the Board's determination.

e. If the Board of Trustees either modifies or rejects the discipline, the employee's personnel records shall be adjusted to reflect the Board's decision.

f. The decision of the Board shall be final.

D. When the Superintendent or designee determines that the needs of the District so require, an employee may be suspended immediately, with or without pay, prior to the completion of the procedures set forth in Paragraphs C.1 through C.4 of this Article above. In such case, the suspension and any denial of compensation shall be an issue in the appeal hearing before the Board, if one is requested by the employee.

E. Nothing contained herein shall prevent the Superintendent from recommending, or the Governing Board from ordering, a dismissal instead of other discipline for conduct set forth in Paragraph A of this Article, including conduct for which disciplinary action has been previously imposed.

ARTICLE XIX GRIEVANCE PROCEDURE

A. Definitions:

A "grievance" is an alleged violation by an employee, employees, or CSEA involving the interpretation or application of this Agreement.

A "grievant" is an employee who is covered by the terms of this Agreement or the Association. With written authorization, the (Association) Exclusive Representative may grieve on behalf of an employee.

A "day" is a day when the District office is open for business.

An "immediate supervisor" is the administrator or supervisor having immediate jurisdiction over an employee.

B. No reprisal of any kind will be taken by the District against any grievant or participant in the grievance procedure because of participation in processing a grievance.

C. An employee may elect to be represented by the Exclusive Representative at all levels of the grievance procedure.

D. An employee may at any time present grievances to the employer without the intervention of the Exclusive Representative. The employer shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

E. The employee and a designated bargaining unit representative, if any, participating in the processing of the grievance shall suffer no loss in pay if meetings or appointments are mutually scheduled by the Employer and the Exclusive Representative.

F. At all levels of the grievance procedure, the employee shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.

G. The time limits established in this Article shall be extended, but only by mutual written agreement of the employee or representative and the employer. Failure of the employee or the Exclusive Representative to adhere to the time limits of this Article shall constitute a waiver of the grievance and acceptance of the Employer's action or decision at the appropriate level.

H. Once a grievance has been initiated, all matters of dispute relating to the grievance which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding.

I. The employee shall conform to the original direction of the Employer until final disposition of the grievance takes place.

J. All materials concerning an employee's grievance shall be kept in a file separate from his/her personnel file. The separate file maintained on the grievance shall be available for inspection only by the employee, the CSEA Job Representative, and those directly involved in the grievance procedure.

Informal Level:

K. Before filing a formal written grievance, an employee shall discuss the matter with his/her immediate supervisor within 20 days of the alleged violation. The immediate supervisor shall investigate the matter and shall respond verbally within five workdays of the meeting.

Formal Level One:

L. Within ten days of the informal meeting, the employee shall file a grievance form with his/her immediate supervisor.

1. The grievance form shall contain the following minimum information:
 - a. The employee's name.
 - b. The date of the filing.
 - c. The date of the alleged violation.
 - d. The specific article(s) and/or sections of the Agreement which are claimed to have been violated.
 - e. A brief description of the alleged violation.
 - f. A brief synopsis of the informal conference.
 - g. The specific relief requested.
2. A written decision shall be issued to the employee within ten days of receipt of the grievance by the supervisor.
3. If a written decision is not issued within the time limit, the grievance is denied and the employee may appeal to the next level.

Formal Level Two:

M. In the event the grievance is denied at Level One, a Level Two grievance form shall be filed with the Superintendent or designated representative within ten days of the issuance of the Level One denial or the deadline for the Level One decision:

1. The filing shall contain:

- a. A copy of the original grievance.
 - b. The written decision rendered at Level One.
 - c. Additional information, if any.
 - d. A clear statement of the reasons for the appeal.
2. The Superintendent or designated representative may meet with the employee and/or representative or job steward within ten days of receipt of the grievance.
 3. Within ten days of the meeting specified in paragraph two above, the Superintendent or designee shall transmit a written decision to the employee.
 4. If a written decision is not issued within the time limit, the grievance is denied and the employee may appeal to the next level.

Formal Level Three:

N. The parties may request the services of a California State Conciliation Service mediator within ten work days following written notice from the grievant that he/she is not satisfied with the decision at Level Two. The parties shall attempt to mediate a settlement to the grievance. In no instance will the form or matter of the discussion and/or proposals during the mediation process be revealed. Only the terms of a settlement, if any, may be revealed.

Formal Level Four:

O. If settlement is not achieved at Level Three, CSEA may submit the matter to binding arbitration by filing a written request no later than 20 days following receipt of a decision.

1. If the parties are unable to mutually agree upon an arbitrator within ten days of receipt of the request for arbitration, they shall ask that the California State Conciliation Service submit a list of seven names. The parties shall alternatively strike names from the list supplied until one name remains, who shall then be the arbitrator. The arbitrator shall be immediately notified of the selection and a hearing date that is mutually agreeable to all parties shall be set.
2. The arbitrator shall limit recommendations to the specific issue or issues submitted to the arbitrator. The arbitrator shall have no authority to alter, amend, add to, or delete the specific provisions of this Agreement. The arbitrator's decision shall be binding on all parties and shall be implemented promptly.
3. Fees and expenses of the arbitrator shall be borne equally by the parties. Other costs or expenses shall be paid by the party incurring them.

**ARTICLE XX
SEVERABILITY**

A. Saving Provision: If, during the life of this Agreement, any of the provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provision(s) shall remain in effect, except to the extent permitted by law.

B. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within 30 days after both parties are in receipt of the decision declaring invalidity for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. Such negotiation shall be continued in good faith and if no agreement can be achieved relative to modification, any related laws currently in effect shall be used during the balance of the term of this Agreement.

**ARTICLE XXI
NEGOTIATIONS AND TERMS**

A. After the public notification requirements are met, the District shall meet and negotiate in good faith with CSEA on a successor agreement. Any agreement reached between the District and CSEA shall be reduced to writing and signed by both parties. Following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in the contract.

B. CSEA shall have the right to designate up to five bargaining unit employees who shall be given release time to participate in negotiations without loss of pay, if negotiations are held during an employee's workday.

C. The parties agree that for the 2022-2023 school year, Article X Health and Welfare benefits, and up to two additional articles chosen by the Association and up to two additional articles chosen by the District, along with any other articles mutually agreed upon, may be reopened.

ARTICLE XXII CONCLUSION

A. Upon expiration of this Agreement, or of any interim salary or fringe benefit payment article, employees who are reemployed for the following school year shall be paid the same salary as for the final (or interim) year of the Agreement until a new agreement is ratified by the parties or the duty to bargain has been completed.

B. This Agreement shall be in full force and effect from the date of ratification by the parties to June 30, 2023.

C. The District shall upon compliance by the Exclusive Representative with public notice provisions of the act, fulfill its duty to bargain over a successor Agreement.

1. No later than the April meeting of the Board of Education, the Exclusive Representative shall submit its proposal for a successor Agreement.

2. At the next regular meeting (May), the Board shall hold a public hearing on the Exclusive Representative's proposal. Further the Board shall introduce its Initial Proposal in response to the Exclusive Representative's proposal.

3. At the following meeting (June), the Board shall hold a public hearing on its proposal.

4. Following the public hearing, the Parties shall meet at a mutually acceptable time and place, or set a firm date, within ten days of a request by the Exclusive Representative to fulfill the District's duty to bargain.

5. The Parties agree to make every effort to reach an agreement by September 15.

RATIFIED AND ACCEPTED

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Exclusive Representative as the contracting parties and that all actions necessary for the District or the Association to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law.

For the Employer:



MICHAEL COLEMAN
District Superintendent

For the Exclusive Representative:



CRYSTAL HARRIS
President



KRISTIN BLANCO
President of the Board



BREANN MORSE
Clerk of the Board

Date: 2/10/23

Date: 2/9/23

APPENDIX B

MEMORANDUM OF UNDERSTANDING BETWEEN MARICOPA UNIFIED SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #686

(AB 119 ON BOARDING PROCESS)

This Memorandum of Understanding ("MOU") is entered into by the **MARICOPA UNIFIED SCHOOL DISTRICT** ("District") and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #686** ("Association"). The District and Association are collectively referred to as "the Parties." The Association enters into this MOU on its own behalf as well as on behalf of classified bargaining unit employees represented by the Association as Exclusive Representative.

This MOU is in regard to requirements imposed on the Parties by the passage of AB 119 with regard to the on-boarding process for newly-hired employees (also referred to as "new employee orientation"). Upon execution of this MOU, the duty to meet and negotiate regarding the matters set forth in this MOU has been satisfied.

TERMS

The Association and District agree as follows:

- 1. Notice of New Employee Orientation:** In accordance with Government Code Section 3556, the District will provide the Association with 10-days' advance notice of new employee orientation for bargaining unit employees and location. The notice will be emailed to the Chapter President (with a copy to the CSA Labor Rep). Under certain circumstances, a shorter period may be appropriate. The notice will include the new hire's name, hire date, position and salary classification.
- 2. Employee Information:**
New Unit Employees: To the extent required by Government Code Section 3558, the District will provide the Association with contact

information for each newly-hired bargaining unit employee on a monthly basis. The contact information will be sent in an Excel spreadsheet to CSFA via an email address to be provided by CSFA. The required information will be provided regardless of whether a new employee was previously employed by the District.

Required Contact Information: Name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email address on file with the District, and home address.

Periodic Update of Contact Information: To the extent required by Government Code Section 3558, the District will provide the Association with contact information for bargaining unit positions every 120 days on the last working day of September, January and May. The contact information will be sent in an Excel spreadsheet to CSEA via an email address to be provided by CSEA. The District will provide the Required Contact Information in its possession.

Exceptions: The District will provide required information in its possession, subject to Government Code Sections 6207 and 6254.3.

3. **Structure, Time, and Manner of New Employee Orientations:**

"New employee orientation" means the on-boarding process for newly hired bargaining unit employees as set forth in Government Code Section 3555.5 (b) (3). To ensure compliance with AB 119, the District and CSEA agree to the following procedure:

The Parties agree that in lieu of the 10-day advance notice set forth in Paragraph 1, CSEA new employee orientations will be scheduled no later than the third Thursday of each month. The Chapter President, or designee, will be given up to 30 minutes to meet with the group of new hires for orientation. If a group meeting is not scheduled, the Chapter President, or designee, will be allotted 15 minutes to meet with the new hire within 30 days of employment. The District will provide a 10 day notice of any alternate or unscheduled orientation sessions.

Alternatively, the District will advise the Association if there are no new hires.

The Chapter President will inform the District Superintendent via email, at least two (2) days in advance of the orientation, if a designee will conduct the orientation and the name of the designee.

The orientation session will be held on District property during the workday of the new hire(s) who will be on paid time. The CSEA Labor Rep may also attend the orientation session. District administrators, supervisors, and human resource personnel will not participate in the Association's presentation.

If the orientation process does not include a designated meeting (e.g., electronic or other form of on-boarding process), the District and Association will discuss and agree on the structure, time, and manner of access to the new hire.

4. Procedure for Disputes as to this MOU:

In the event of an alleged violation, misinterpretation, or misapplication of this MOU, the Association may utilize the Grievance Procedure set forth in Article XIX of the 2017-2020 Collective Bargaining Agreement for resolution of the dispute except as follows: only CSEA has the ability to grieve this MOU.

5. Duration of the MOU:

This MOU is effective as of the latest date of approval and signature and shall remain in full force and effect through June 30, 2020. The MOU shall automatically renew from year to year, unless reopened in writing by either party no later than June 1 of any year.

In the event a successor MOU is not reached within 60 days of the demand to negotiate, either party may invoke the interest arbitration provisions in Government Code Section 3557.

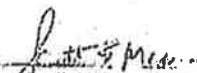
6. **Savings Clause:**

If there is any applicable law, rule, regulation or order issued by governmental authority other than the District, which renders invalid or restrains compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

Tentative Agreement

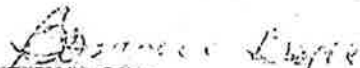
By affixing their signatures to this MOU, the District and the Association acknowledge that the matters set forth above are fully settled. This MOU shall be binding upon their heirs, successors, devisees, administrators, employees, executors, and assigns of the parties hereto. This MOU will be effective upon acceptance by CSFA and subsequent approval by the Board of Trustees.

MARICOPA UNIFIED SCHOOL DISTRICT

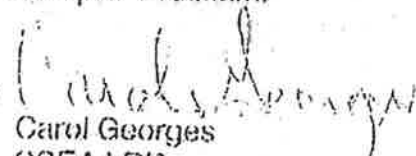
By: 
Scott Meier, Ed.D
District Superintendent

December 12, 2017

CSEA CHAPTER #686

By: 
Bonnie Bogle
Chapter President

December 12, 2017

By: 
Carol Georges
CSEA LRR

December 12, 2017