

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MC FARLAND UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER 186



July 1, 2024, - June 30, 2027

(June 2024)

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ARTICLE I INTRODUCTION

A. This article and the provisions contained herein constitute a bilateral and binding agreement by and between the **McFARLAND SCHOOL DISTRICT** (hereinafter referred to as "District" or "Employer") and the **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 186** (hereinafter referred to as "Exclusive Representative" or "Association"), an employee organization.

B. This Agreement is entered into pursuant to sections 3540-3549 of the California Government Code (hereinafter referred to as the "Act").

ARTICLE II RECOGNITION

A. The District recognizes the Association as the Exclusive Representative of the District's employees of the classified service for the following major groupings of jobs:

Clerical and Secretarial
Food and Services
Instructional Assistants (Paraprofessional)
Operations and Maintenance (Custodian/Maintenance/Grounds)
Transportation
Technology
Yard Duty Aide

The unit excludes supervisors and classified positions designated as management, confidential, or supervisory.

B. All newly created positions, except those that are designated as certificated, management, confidential, or supervisory, pursuant to the provisions of the Act, and those otherwise excluded by operation of law, shall be assigned to the bargaining unit.

1. The District shall consult with the Exclusive Representative prior to designating a position as management, supervisory, or confidential.
2. The District shall make the final determination subject to appeal to the Public Employment Relations Board ("PERB").
3. Nothing herein shall be construed to limit the ability of either party to seek adjustments in the unit(s) through procedures established by PERB.

ARTICLE III SALARIES

A. Effective July 1, 2024 the July 1, 2023 Classified Salary Schedule shall be increased 1.5%. The July 1, 2024 through June 30, 2025 Classified Salary Schedule is attached as Appendix A. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement. Attached as Appendix B is the Classified Position Titles Salary Schedule Placement effective July 1, 2024 through June 30, 2025.

B. For the term of this Agreement, step increments shall be granted to those employees who qualify during the applicable school year, effective as of the employee's appropriate anniversary date.

C. An employee whose assigned shift exceeds six hours per day and contains one or more periods of unpaid time, the total of which exceeds two hours per day, shall be paid a shift differential premium of 5 percent above the regular rate of pay for all hours worked.

D. An employee whose regular shift ends after 7:00 p.m. shall be paid a shift differential premium of 5 percent for all hours worked after 3:00 p.m. An employee who receives a shift differential premium shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift pursuant to established District practice. The shift differential does not apply during the summer months when school is not in session if an employee's shift is changed to daytime hours.

E. Any employee in the bargaining unit required to use their own vehicle on District business shall be reimbursed at the rate set by the District.

1. The District shall reimburse at the rate set by the Internal Revenue Service.

2. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business.

F. Employees assigned outside of the District during meal periods shall receive the actual and necessary cost of meals pursuant to District policy and administrative regulations. Employees assigned outside of the District overnight shall receive the actual and necessary cost of lodging pursuant to District policy and administrative regulations.

G. Any employee called into work on a day when the employee is not scheduled to work shall receive a minimum of three hours pay at the appropriate rate of pay under this Agreement. An employee will not be compensated for multiple calls received and worked within the three-hour window. If the call-back exceeds the three-hour window, the employee will be compensated for all additional time worked.

H. Any employee requested by management to return to work after the employee has completed the regular assignment for the day shall be compensated for at least three hours of work at the overtime rate, irrespective of the actual time required to be worked. In order to qualify for this provision, the contact with the employee must take place following the time the employee has left the job site. An employee will not be compensated for multiple calls received and worked within the three-hour window. If the call-back exceeds the three-hour window, the employee will be compensated for all additional time worked.

I. Normally, new employees shall be hired at Step A of the appropriate salary range. If exceptional recruiting difficulties are encountered or an individual with unusually high qualifications is being considered for employment, the Governing Board or its designated representative may approve appointment at any appropriate step above Step A.

J. A regular classified employee who is reassigned to a position with a higher salary range shall be placed on the first step of the salary range for the new classification, provided this placement represents at least a 5 percent increase.

1. If such placement does not represent at least a 5 percent increase, the employee shall be placed on the next higher step that does represent at least such an increase.

2. Additional advances in the salary range for the new classification will be made on the anniversary date of reassignment.

K. The first salary increment, irrespective of the salary step upon which the individual is employed, shall be awarded after completion of one year of employment. Therefore, that date becomes the employee's annual anniversary increment date until the employee reaches the sixth step on the salary schedule.

L. The District shall provide, purchase, lease, rent, clean, and maintain uniforms, equipment, identification badges, emblems, and cards required by the District to be worn or used by employees.

M. The District agrees to provide all tools, equipment, safety equipment, and supplies required for performance of employment duties.

N. Employees using their own tools and equipment shall have advance written approval of the immediate supervisor or the provision for reimbursement shall not apply. The District shall reimburse employees for loss or damage to tools and equipment in the course of employment, for which the employee has received prior written approval, to a maximum of \$200 per incident.

O. The District agrees to provide or pay the cost of any medical examination required as a condition of continued employment. In the case of tuberculosis tests, the District's liability shall not exceed \$20.

P. The District shall provide training and/or testing for all licenses or certificates which are required as a condition of continued employment.

1. Training and/or testing required during the employee's regular work hours shall not cause loss of wages for the employee involved.

2. Training and/or testing required during hours when the employee is not on paid status shall be compensated at the appropriate rate of pay.

3. The District will reimburse the employee the cost of bus driving training after completion of the bus driver certification program.

4. The employee will commit to two years of bus driving service with the District. Not completing the two years after receiving the bus driving certification will require the employee to pay the cost of the training prorated starting from the first day the bus certification is received.

Q. Employee liability for actions within the course and scope of employment shall be limited by the appropriate sections of the California Government and Education Codes.

R. A longevity step of 3 percent shall be granted to those employees who qualify after completion of 5 years, 10 years, 15 years, and 20 years of District service.

S. A stipend of \$25 a month for the 10 months of the school year will be given to no more than 2 regular qualified clerical office employees at each school site who are bilingual and who are called upon to interpret from English to Spanish and vice versa. The principal of each school site will be responsible for qualifying competency and selecting the employees.

T. In accordance with Education Code Section 45110, an employee may be required to perform duties inconsistent with those assigned to the position for a period of more than five working days provided that his/her salary is adjusted upward for the entire period the employee is required to work in a higher classification and in such amounts as will reasonably reflect the duties required to be performed.

Salary Schedule:

Food Service Production Worker: current salary range 110 move to salary range 112
Custodial: current salary range 115 move to salary range 117

ARTICLE IV HEALTH AND WELFARE BENEFITS

A. The District shall pay the dollar amounts for the health and welfare benefits specified under the provisions of this article for each eligible employee and eligible dependent(s).

1. For the 2024-2025 benefit year, the District's fully paid medical insurance shall be SISC Prudent Buyer (PBC 90-G \$20 co-pay). The District provides the full cost for the SISC Prudent Buyer PBC 90-G medical insurance for each bargaining unit member and eligible dependent(s). Employees have the option of selecting Kaiser/Permanente or SISC Prudent Buyer 90-A \$20 or SISC Prudent Buyer (PBC 80-C \$20 co-pay). Employees selecting a plan other than SISC Prudent Buyer PBC 90-G shall pay the additional cost of the medical premium.

2. For the 2024-2025 benefit year, the District provides the full cost for prescription drug coverage (PCS drug card \$7-25 (by mail) co-payment) for each bargaining unit member and eligible dependent(s).

3. For the 2024-2025 benefit year, the District provides the full cost for Delta Dental Insurance for each bargaining unit member and eligible dependent(s). Employees have the option of selecting Delta Dental DPO in lieu of the current Delta Dental coverage.

4. For the 2024-2025 benefit year, the District provides the full cost for a Standard Life Insurance Group Policy for each bargaining unit member. Bargaining unit members may purchase insurance benefits for eligible dependent(s).

5. For the 2024-2025 benefit year, the District provides the full cost for Vision Service Plan (SISC) Plan C, with a \$20 deductible for each bargaining unit member and eligible dependent(s) under the terms of the Vision Service Plan Group Policy.

6. The District shall be entitled to select the provider of the benefits specified in this Agreement. There shall be no change in provider(s) without negotiation with the Exclusive Representative.

7. Unless agreed otherwise, any change of provider(s) shall not cause an increase of premium(s) to be paid by the employee during the school year.

8. If there is a change of provider(s), the benefits and administration shall be equivalent to or better than benefits currently in effect.

B. For any person employed by the District following the ratification date of this Agreement, or any person not receiving the full District contribution pursuant to paragraphs A.1 through A.5, the District shall prorate its contribution for the programs specified based on the ratio of hours the employee's regular work hours per day, days per week, weeks per month, or months per year bear to 8 hours per day, 40 hours per workweek, or 12 calendar months during the year. The minimum assignment which qualifies an employee for the fringe benefit program is four hours per day, five days per week in their regular permanent assignment.

C. No in-lieu payments or contributions to programs other than those which the District provides shall be made by the District for any employee who elects not to subscribe to the benefits provided by this article.

D. Employees on Board-approved unpaid leave of absence shall have the option to receive District insurance coverage for the period of the leave upon reimbursement to the Employer, as long as the practice is allowed by the fringe benefit provider(s).

E. Employees who work a complete school year shall have insurance benefits under the District's fringe benefits program, effective through the last day of September of the succeeding school year, as long as the practice is allowed by the fringe benefits provider(s).

1. Employees who are employed subsequent to the first day of the school year shall have insurance benefits commence on the first day of the month following the date of employment.

2. Employees whose employment is terminated prior to the close of the school year shall be covered by the District's insurance programs to the end of the payroll period in which the termination occurs.

F. The District shall provide medical, dental, vision, and prescription drug insurance for employees and their spouse, as provided in Article IV, section A. 1-5, for those employees of the District who retire after July 1, 2003, provided the employee retires after the age of 55 and has met the following conditions:

1. The employee was employed by the District for 15 continuous years immediately prior to retirement;

2. The employee is actually drawing retirement benefits from the Public Employees' Retirement System;

3. The employee was eligible for medical, dental, vision, and prescription drug insurance benefits while an active employee of the District.

4. Employees hired after July 1, 2015, shall not be eligible for District-provided retiree health and welfare benefits until age 58, provided they satisfy the conditions of Paragraph F.1-3 above.

G. Employees retiring under this plan shall be provided with the medical, dental, vision, and prescription drug insurance specified under this article at the rates specified until they become eligible for state or federal retirement and/or health care benefits.

H. Employees applying for early retirement under this provision must apply for retirement no later than April 1 of the year in which the retirement begins.

I. Any increase in costs of health and welfare benefits during the term of this contract shall be at the bargaining unit member's expense.

J. Each year, the increases in health benefit premiums that occur before the District and the Association have negotiated benefit costs shall be paid by the District until December 31. Beginning January 1, unit members shall pay the increase in cost and the costs paid by the District through automatic payroll deduction over the same number of months that the District paid the increased costs.

ARTICLE V HOURS AND OVERTIME

A. Employees shall be on duty as assigned by the District. The length of the workday for full-time classified employees shall be 8 hours. The regular workweek shall consist of 5 consecutive days, Monday through Friday, for 40 hours for full-time classified employees. Employees serving less than a total of 8 hours per day and 40 hours per week shall be classified as part-time employees. The District may establish irregular workweeks in order to meet emergency situations, security needs, or for work which cannot be performed within the regular workweek.

Based on need for work that may not be performed at another time, the District may utilize an alternative workweek schedule for new positions hired after July 1, 2006. The position(s) shall be negotiated on a case-by-case basis with the Association. The result will not be precedent setting. A Tuesday through Saturday schedule may be utilized by the District.

B. The District shall designate the length of the workday for each classified assignment in accordance with the provisions of this Agreement. By August 1 each bargaining unit employee (September 1 for bus drivers) shall be assigned a fixed, regular, and ascertainable minimum number of hours. An employee's workday may be adjusted by mutual written agreement between an employee and supervisor. If there is no mutual written agreement, the parties will bargain changes to an employee's work schedule.

1. Rest breaks of 15 minutes for each four consecutive hours worked shall be provided.
2. An uninterrupted lunch break of not less than 30 minutes or more than one hour shall be provided, except as provided below.
 - a. In individual non-precedential situations, at the request of the employee, a supervisor may allow a variation in the lunch break schedule for an employee to allow flexibility in the employee's regular workday.
 - b. No modification shall reduce the lunch break to less than 30 minutes.
 - c. Any employee who has a bus driver in their job description is allowed to extend the lunch period for up to two (2) hours in total. The extension must be approved by the employee's supervisor.
3. Breaks enumerated under paragraphs 1 and 2 above shall be scheduled by management as near the midpoint of each work period as possible consistent with the District's work schedule.

C. For employees who serve other than full time in their job classifications as set forth in this Agreement, leaves, vacations, and holidays which occur within the employee's work year shall be earned at the ratio of the employee's assigned hours to a full-time classified workday.

1. Standby time shall be compensated on a straight-time basis, unless it occurs during overtime, in which event it will be compensated on an overtime basis.

2. Any full day granted as a teacher training day, teacher institute, or teacher-parent conference day, by whatever name for whatever purpose, is a regular workday for all six- to eight-hour classified employees.

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

1. More than eight hours in one workday;

2. More than 40 hours in one workweek;

3. A sixth or seventh consecutive workday for employees whose work schedule is more than four hours per day, five days per week; or

4. A seventh consecutive workday for employees whose work schedule is less than four hours per day, five days per week.

5. Pay for hours in excess of eight on the seventh consecutive workday shall be two and one-half times the employee's hourly rate.

E. An employee may decline a request for overtime, unless the District cannot secure another employee from the site, department, or special area to perform the task. The least senior qualified employee may be required to work overtime.

F. Opportunities for special trip assignments shall be distributed and rotated as equally as possible among bus drivers in the bargaining unit, with reference to each job site location.

1. Bus drivers on special trips, including, but not limited to, athletic events, field trips, and curricular trips, who are required to remain on standby for the duration of the event for which the special trip is made, shall be paid for all standby hours at their regular rate of pay. Whenever any combination of driving and standby hours in a day exceeds the established workday as defined herein, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular pay rate. Notwithstanding any other provision of this Agreement, if a special trip requires an overnight stay, the District shall be relieved of the obligation of

payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning.

2. If appropriate District vehicles are unavailable due to mechanical or other malfunctions and a regularly-scheduled bus driver is unable to drive, the employee shall be paid at the employee's regular rate of pay and assigned to other duties.

G. When additional hours are assigned to a part-time position on a regular basis, the assignment may be offered to the most suitable employee with the greatest length of service to the District who works at the site, the department, or specialized area and who applies for the position.

H. For the purpose of computing seniority, the date on which the employee was hired within each classification shall be used.

I. Layoff of bargaining unit members shall occur for lack of work or lack of funds. The Association reserves the right to meet and confer. If this issue is not resolved through the meet and confer process, the Association reserves the right to negotiate the effects.

J. During the life of this Agreement, the District agrees that no bargaining unit member shall have wage rates or hours reduced or be laid off as a result of contracting out.

K. Overtime and opportunities for extra hours shall be distributed by seniority on a rotational basis among bargaining unit members within each current classification by site. A supervisor may permit a unit member to earn overtime outside of the rotation to complete a project or task that the unit member has begun but not yet completed.

L. The District will provide a minimum-day work schedule for classified employees in conjunction with the minimum-day schedule for students and teachers on the day prior to the beginning of Thanksgiving break, winter break, spring recess, and the last day of scheduled instruction. Employees will report to work at the regular time and be excused two (2) hours early. This provision is for full-time District employees. Work schedules for part-time employees would be adjusted with the approval of the employee's immediate supervisor. In order to allow for the same benefit for all employees, the District shall allow employees with work related conflicts to reschedule the minimum day within the current or following week at a time mutually agreed to by the Supervisor and employee.

M. On a designated foggy day schedule, unit members required to travel from outside the City of McFarland city limits and feel that it is unsafe for said travel must notify their immediate supervisor of that fact. These employees shall be provided up to two (2) hours delay in reporting to work from their regular reporting time due to the unsafe conditions. Employees may utilize available personal necessity leave, vacation, or

compensatory time to cover compensation for any time lost. Otherwise, the employee would be paid only for hours worked on the foggy day.

N. The District may offer a four day summer work schedule. Employees scheduled to work summer months shall participate in the summer four-day condensed workweek. The District will notify employees of the summer workdays/workweek schedule by March 1.

ARTICLE VI VACATION

A. All employees shall earn paid vacation time on an hourly basis from the beginning date of employment as per the following schedule:

1. Employees with less than five completed years of employment shall receive two weeks paid vacation time per year. This time shall be accrued at a monthly rate of 6.67 hours for monthly employees or .03846 per hour for hourly employees.

2. Employees with five years but less than 15 years completed shall receive three weeks paid vacation time per year. This time shall be accrued at a rate of 10 hours per month for monthly employees or .05769 per hour for hourly employees.

Upon completion of the fifth year, one week at the employee's monthly or hourly rate shall be added so the full three weeks are available at that time.

3. Employees with 15 or more completed years shall receive four weeks paid vacation time per year. This time shall be accrued at a monthly rate of 13.34 hours per month for monthly employees or .07692 per hour for hourly employees.

Upon completion of the fifteenth year, one week at the employee's hourly or monthly rate shall be added so the full four weeks are available at that time.

B. Pay for vacation days shall be the same as the employee would have received had the employee been in the normally assigned work shift, excluding any overtime. Upon separation from service, an employee shall be entitled to lump-sum compensation for all earned and unused vacation, except those employees who have not completed six months of employment in regular status shall not be entitled to such compensation.

C. To avoid disruption of the operation of the department to which the employee is assigned, vacations shall be scheduled at a time mutually acceptable to the supervisor and the employee.

1. If an employee's vacation is scheduled to begin when the employee is on leave due to certified illness or injury, the employee may request a change in vacation schedule. To avoid disruption of the operation of the department to which the employee is assigned, the District shall grant the request at a time mutually acceptable to the supervisor and the employee.

2. Holidays which occur during an employee's vacation shall not be charged as vacation days.

3. An employee shall utilize accumulated vacation time prior to the end of the fiscal year following the fiscal year in which it was earned. Employees will not lose accumulated vacation. CSEA and the District agree that there will be a maximum vacation carryover allowance of no more than ten (10) workdays for vacation carryover. Employees shall be given reasonable accommodations to utilize their accrued vacation at mutually agreed upon times. Bargaining Unit members shall schedule vacation time on a yearlong calendar during the month of July of each fiscal year. If there is a conflicting vacation request between employees who are working in the same department as to when vacations shall be taken, the employee with the greatest seniority shall be given preference on a rotating basis. Any vacation requests or changes after July 31 of each fiscal year shall be honored on a first come, first served basis. If a request cannot be accommodated, the District must pay the employee for the unused vacation at the end of the school year.

D. A permanent employee may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service provided the employee supplies adequate notice and acceptable supporting information regarding the basis for such interruption or termination.

ARTICLE VII HOLIDAYS

- A. The District agrees to provide all employees with the following paid holidays:

New Year's Day
Martin Luther King Jr. Day
Lincoln's Birthday
Washington's Birthday
Thursday of Spring Recess
Friday of Spring Recess
Memorial Day
Juneteenth
Independence Day
Labor Day
Admission Day or an in-lieu holiday by mutual agreement shall be the in-lieu holiday
Veteran's Day
Thanksgiving Day
The Friday following Thanksgiving
Christmas Day and
Christmas Eve holiday (If Christmas Day and/or Christmas Eve holiday falls on a weekend, the holiday shall be observed in accordance with Education Code Section 45203.)
New Year's Eve Day

B. 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 a Sunday, the following workday not a holiday shall be deemed to be that holiday.

C. Except as otherwise provided in this article, an employee must be in paid status on the workday immediately preceding or succeeding the holiday to be paid for the holiday.

D. Employees not normally assigned to duty during the winter recess and spring recess shall be paid for those holidays specified in paragraph A provided that they were in a paid status during any portion of the workday of the normal assignment immediately preceding or succeeding the holiday. An employee on sick leave on a day preceding or succeeding any holiday may be required to furnish a physician's verification of illness.

E. Employees required to work on a holiday will be compensated in accordance with California Education Code Section 45203.

ARTICLE VIII LEAVES OF ABSENCE

Sick Leave

A. Every full-time employee shall be entitled to 13 days of sick leave for each year of employment on the basis of 1.0833 days per each month of employment at the employee's daily rate of pay for purposes of illness, accident, or quarantine.

1. Employees who serve less than full time shall have this and all other leaves prorated on a ratio that their workday and workweek bears to a full-time workday and workweek.
2. Pay for any day or absence shall be the same as pay which would have been received had the employee served the day of illness.
3. Unused sick leave shall accrue from school year to school year.
4. Pregnancy shall be treated as an illness for purposes of sick leave.
5. The District may require verification by a licensed physician or practitioner for any absence which exceeds three days. In special cases, the District may, on prior written notification to the employee, require a physician's or practitioner's verification for any absence.

B. At the beginning of each fiscal year, the full amount of sick leave granted under this section shall become available to each employee. Credit for sick leave need not be earned for the current year prior to taking such leave, and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six days until the first day of the calendar month after completion of six months of active service with the District.

C. When a classified employee is absent from duty because of illness or accident for a period of 100 days or less, whether or not the absence arises out of or in the course of employment, the employee shall receive 50 percent of regular pay based on the normal assigned hours, excluding overtime.

1. Such period shall begin on the first day of absence due to such illness or accident.
2. Half pay shall begin after the accumulated sick leave has been exhausted, which shall be exclusive of any accumulated compensatory time, holidays, or vacation to which the employee may be entitled.
3. This benefit is limited to any single illness or accident per fiscal year and must be verified by a physician's statement.

D. Up to seven days of the annual allotment of sick leave per year allowed pursuant to this Agreement may be used by the employee in the following cases of personal necessity:

1. Death of a member of the immediate family as defined in the California Education Code.
2. As a result of an accident or serious illness involving the person or property of the employee or the person or property of a member of the immediate family as defined in the California Education Code.
3. When resulting from an appearance in any court or administrative tribunal as a litigant, party, or witness under subpoena or any lawful order made with jurisdiction.
4. Such other reasons approved by the District.

E. Advance request for permission to take a personal necessity leave shall be given by the employee to the District at least three days in advance of the day on which the personal necessity leave is intended to be taken, unless the necessity involved makes it impossible to provide three days' notice. In that event, the request for permission shall be made as soon as possible in advance of taking the leave. Proof of the leave shall be a dated statement in writing signed by the employee and setting forth the nature of the personal necessity involved.

F. The District will allow unit members to use up to two (2) of the seven (7) days provided in this Article without the requirement to specify the nature of the reason ("no tell"). The following conditions apply to no-tell requests:

1. The employee shall request a no-tell day 72 hours in advance.
2. The no-tell day must be used in full-day increments.
3. The no-tell day cannot be used to extend a vacation or holiday.
4. The District reserves the right to deny a no-tell day leave request if the needs of the students and/or the District will be negatively impacted if the request is granted (i.e., another employee in the department has already been granted a no-tell day for the same day).

Bereavement Leave

G. Every employee shall be entitled to five days of paid leave of absence at the employee's regular rate of pay for the death of a member of the employee's immediate family.

1. This leave shall not be deducted from sick leave.

2. Bereavement leave shall be used before personal necessity leave days are used for purposes allowed pursuant to this paragraph.

3. Immediate family shall mean the mother, father, grandmother, grandfather, or grandchild of the employee or the employee's spouse, the employee's spouse, Registered Domestic Partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the employee, or any of the employee's relatives living in the employee's immediate household.

4. This leave shall not be cumulative.

5. The Superintendent shall have the discretion to grant the full or partial bereavement leave to an employee for the death of a person other than a member of the employee's immediate family.

Industrial Accident and Illness Leave

H. In addition to any other benefits that an employee may be entitled to under the workers' compensation laws of this state, employees 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 employment shall be entitled to a leave of up to 60 workdays in any one fiscal year for the same accident or illness.

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

3. Industrial accident or illness leave is to be used in lieu of normal sick leave benefits.

4. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the workers' compensation laws of this state at the time of exhaustion of benefits under this section, the employee shall be entitled to use only so much accumulated and available normal sick leave and vacation which, when added to the workers' compensation award, provides for a day's pay at the regular rate of pay.

5. 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. This leave shall not be accumulated from year to year.

Jury Leave

I. An employee shall be entitled to leave without loss of pay for any time the employee is to perform jury duty. The employee shall sign over to the District any fee paid for jury duty minus any transportation or expense allowance.

1. An employee who reports to jury duty will be given one hour of travel time unless the District agrees that additional time should be provided.

2. Jury service combined with work time shall not exceed the employee's assigned work hours. The District may require an employee to work overtime hours if necessary to meet the District's needs.

Military Leave

J. An employee shall receive military leave, and the rights and privileges granted by law relative to military leave, as provided by law.

Catastrophic Illness Donation

K. Catastrophic Illness Donation

1. The purpose of this program is to allow permanent bargaining contract unit employees to donate their accrued, unused sick leave to catastrophically ill or injured fellow unit members who have completely exhausted other paid leave benefits. The program is voluntary.

2. Effective July 1, 2008, any unit member may donate up to ten (10) days of accumulated sick leave to another unit member who has suffered a long-term catastrophic illness or injury and has exhausted all other available paid leave. Donations must be for a minimum of one (1) day.

3. Donations are irrevocable; unused days are restored to donor. Donations are used in the order of donation. Terminating employees may donate up to six (6) days.

4. The donating employee must, after the donation, retain a minimum of one (1) year (twelve (12) days) of accrued, unused sick leave.

5. The donating employee shall execute and file with the Human Resources Department a form authorizing and irrevocably assigning the donated leave to the receiving employee.

6. Donated hours will be calculated at the rate of the donor's salary. Example: Two (2) hours given at \$5.00/hour equals one (1) hour at \$10.00/hour. (An hourly rate is based on a unit member's base salary not including longevity.)

7. Unit members shall be eligible to request the donations of other employees' sick time subject to the following conditions and limitations:

a. The District verifies that the unit member is suffering from a catastrophic injury. The employee must submit a note from a physician. The District may require the unit member visit a physician selected by the District.

b. The unit member is a CSEA permanent bargaining unit employee.

c. The unit member suffers from a catastrophic illness or injury which for a period of not less than one hundred (100) workdays has caused the employee to be incapacitated from the performance of duty as an employee of the District, and is expected to continue to be incapacitated for an extended period of time [at least thirty (30) days]. Examples of such catastrophic illness or injury include life threatening injury or illness, cancer, AIDS and/or HIV, heart surgery, stroke, Valley Fever, etc.

d. The unit member has exhausted all of his/her available paid leaves, including regular and extended sick leave [one-half (1/2) pay] and vacation. Any sick leave and vacation accrued while on catastrophic leave shall be used before donated leave.

8. Unit members on a workers' compensation leave shall not be entitled to catastrophic leave.

9. Once a unit member is approved for use of catastrophic leave, the unit member must continue to use all paid leave as it is earned. Catastrophic leave cannot be used for a unit member to enter a new 100-day leave.

General Leaves

L. When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and the employee.

Miscellaneous Provisions

M. 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.

N. During the time an employee is on an unpaid leave of absence, the employee shall not gain or be eligible to accrue vacation, sick leave, holidays, or other fringe benefits. No period of unpaid absence of less than 30 calendar days shall be considered a break in service for the purpose of earning seniority under this Agreement.

O. Upon return, all time during which an individual is in an involuntary unpaid status shall be counted for seniority purposes, not to exceed 39 months, except that during that time, the individual shall not earn or be eligible to accrue vacation, sick leave, holidays, or other fringe benefits.

P. Upon return from leave, an effort will be made to reinstate the employee to the same position held at the time leave was granted. However, the Superintendent may place the returning employee in a different position in the best interests of the District. That placement shall not result in a loss of salary or benefits except to the extent authorized by law.

Q. This article shall be considered to be the policy of the Board of Trustees, and these provisions are expressions of policy on leaves of any duration for any accident, illness, or any other reason.

1. No bargaining unit member may utilize or be granted any leave under the provisions of this Agreement except for the exact causes and pursuant to the procedures set forth in this article.

2. If the Employer has cause to believe that a bargaining unit member has improperly requested, received, or utilized any leave provisions, the Employer may require that the employee provide acceptable evidence and substantiation for the utilization of the leave.

Parental Leave

R. Beginning January 1, 2017, employees may be eligible for additional parental leave in accordance with Education Code Section 45196.1.

ARTICLE IX EVALUATION PROCEDURES

A. Each employee shall have at least a yearly written evaluation. The probationary period is six (6) months or 130 days of paid status, whichever is longer. Probationary employees may be evaluated prior to completion of the probationary period.

1. The formal written evaluation shall be made by the immediate supervisor who is not a unit member and it shall be discussed with the employee.

2. Input to the evaluation shall be solicited from sources that have direct knowledge of or contact with the evaluatee. Any material in the formal written evaluation shall be signed by the person responsible for its inclusion.

B. The evaluation shall be made on a standard Performance Evaluation form provided for this purpose (Appendix C). Any negative evaluation shall include specific recommendations for improvements. The employee shall have the right to review and respond, in writing, to an evaluation.

C. Permanent classification shall be attained on the first anniversary date of employment.

D. An employee or representative authorized in writing by the employee shall have the right to review the employee's personnel file subject to the following provisions:

1. An employee shall be allowed, upon request, to inspect such materials, provided that the request and inspection is made at a time when the employee is not actually required to render services. Ratings, reports, or records which were obtained prior to the employment of the employee which were prepared by identifiable examination committee members, or which were obtained in connection with a promotional examination are specifically excluded from review.

2. Information of a derogatory nature, except as expressly excluded above, shall not be entered or filed until or unless the employee is notified and is given an opportunity to review and attach a response to the material. Such review shall be allowed on release time with pay during regular duty hours.

ARTICLE X
NOTICE OF VACANT POSITION AND TRANSFER PROCEDURES

A. In all cases, the District shall determine whether or not a vacancy exists and when it shall be filled by either bargaining unit members or outside applicants. As outlined in Paragraph B of this Article, prior to considering outside applicants, the District shall first review the Transfer Log for qualified personnel interested in transferring within their classification. If the District cannot fill the vacancy from personnel listed on the Transfer Log, a notice of vacancy shall be posted in the District Office and at each job site, including during the summer months. The notice shall remain posted for at least seven workdays. The District may also advertise the position outside the District. The District shall inform the Chapter President of its intent to transfer a unit member prior to implementation, within 10 work days if possible, in order to provide an opportunity to negotiate the effects of the transfer, if any.

1. A vacancy occurs when an employee resigns, retires, or is terminated, and the District determines it will fill that position, or a new position is created by the District.

2. A transfer is a relocation to a different school site in the same classification. To be eligible for transfer, an employee must have received a "meets standards" minimum overall rating on his/her most recent evaluation.

3. The notice of vacancy shall include the position description, which shall include the job requirements, training, and experience required, number of designated hours per day, approximate beginning and ending times and salary range.

4. A copy of the notice of all bargaining unit postings shall be provided to the Chapter President no later than the next business day after the date the position is posted by the District.

5. For employees meeting the requirements of Paragraph A.2 above, district seniority shall be strictly applied when filling a vacancy from the Transfer Log, with the most senior employee being first offered the position and continuing in order of seniority until the vacancy is filled or the Transfer Log is exhausted. An employee may transfer to another school site within the same classification, as provided in Paragraph A above, provided his/her name has been properly placed on the Transfer Log as outlined in Paragraph B of this Article.

B. The District shall provide and maintain a Transfer Log, upon which all permanent classified employees may place their names to be considered for: 1) a transfer to another school site within their classification; 2) an increase in hours within their classification; or 3) a decrease in hours within their classification. The Transfer Log shall be effective from July 1 of any given year through June 30 of the following year. A

permanent classified employee may place his/her name on the Transfer Log once each year during the month of July.

1. The District shall make best efforts so that vacancies, when filled from the Transfer Log, shall be filled within five working days from the date the District determines a vacancy exists. A substitute may be used to fill the vacancy until the successful bargaining unit member has been notified of his/her selection from the Transfer Log.
2. Other than as provided in Paragraph A above, no test or interview shall be required of the successful bargaining unit member as a condition of filling a vacancy from the Transfer Log.
3. The Transfer Log shall be treated as a personnel document. The Chapter President shall have access to the Transfer Log on reasonable advance notice. Absent extraordinary circumstances, the Chapter President shall not ask to see the Transfer Log more than once a month.
4. An employee may voluntarily transfer only two times per school year.

C. A bargaining unit member may be involuntarily transferred or reassigned to a vacant position, different shift, or job site within their present classification in order to meet the needs of the District. The least senior employee in the classification shall be transferred or reassigned unless this would result in a situation contrary to the needs of the District. A reassignment is a change in program and shift or job site in the same classification.

D. If a vacancy cannot be filled from the Transfer Log and outside applicants are being considered, the District may temporarily fill the position with a substitute employee subject to Paragraph G of this Article. The District shall determine whether to assign another employee out of classification temporarily or to hire someone from outside the District on a substitute or short-term basis. The person filling the vacancy on a substitute or short-term basis shall not receive preferential treatment based on serving as a substitute or short-term employee if that person applies to fill the vacant position on a permanent basis.

E. For purposes of this Article a "substitute or short-term employee" shall mean the person filling a position during the time required to complete posting, advertising, testing, and interviews for the vacant position in the event the vacancy is not filled from the Transfer Log.

F. For purposes of this Article, a "substitute" is a person hired to perform the duties of a position in the temporary absence of the employee regularly assigned to that position.

G. An employee may be temporarily transferred or reassigned to another job site within the same classification for a maximum of sixty (60) workdays until the District

is able to fill a vacancy under the provisions of this Article. The District may temporarily transfer or reassign employees for more than 60 days if the vacancy occurs due to an industrial accident or illness or any other paid leave of absence referred to in Article VIII, Leaves of Absence.

ARTICLE XI SAFETY CONDITIONS OF EMPLOYMENT

A. The District shall, within the limitations of its financial capabilities, provide employees with safe working conditions. Should the employment duties of an employee require use of any equipment or gear to insure the safety of the employee or others, the District shall furnish such equipment or gear.

B. All employees shall, in performance of their duties, be alert to unsafe practices, equipment, and/or conditions, and they shall promptly report verbally and in writing any such unsafe practice, equipment, and/or conditions to their immediate supervisor. Each employee shall report any accident to the immediate supervisor and shall complete such report forms relating to the accident as may be required by the District.

C. Employees covered by this Agreement who operate District vehicles, machinery, and/or equipment are deemed to be employed in safety sensitive positions. Employees in safety sensitive positions are subject to random, reasonable suspicion and post-accident drug and alcohol testing in accordance with Board policy, and/or applicable law or regulation.

D. Reasonable Suspicion.

“Reasonable suspicion” is a belief based on objective facts sufficient to lead a reasonably prudent supervisor or manager to suspect that a unit member is under the influence of drugs or alcohol.

1. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- Slurred speech
- Alcohol odor on breath
- Unsteady walking and movement
- An accident involving District property
- Serious accident causing injury
- Physical altercation
- Verbal altercation
- Unusual behavior
- Possession of alcohol or drugs
- Information obtained from a reliable person with personal knowledge
- Failure to pass field sobriety test

2. Anonymous information will not constitute the sole basis for reasonable suspicion.

3. If a supervisor sends an employee to get tested under “reasonable suspicion,” the employee must comply with the request. Upon the return from testing, the employee may request a review by Human Resources.

ARTICLE XII RIGHTS OF THE EXCLUSIVE REPRESENTATIVE

A. The Exclusive Representative shall have the right, without charge, to use designated bulletin boards, mailboxes, and meeting rooms at reasonable times.

1. The approval of the Superintendent or designee shall be required for the use of school facilities. Approval shall not be unreasonably withheld.
2. The President of the Exclusive Representative, or other person designated in writing in advance by the organization, shall make all requests for the use of facilities.

B. Officers, agents, or representatives of the Exclusive Representative shall have access to employees at times which do not interfere with the efficient operation or employee performance as determined by the immediate supervisor, subject to the approval of the Superintendent or designee.

1. Nonemployees, agents, or representatives shall check in with the site or area supervisor prior to contacting any employee.

C. Upon written request, the District shall as soon as possible, but no later than two weeks following receipt of the request, furnish the Exclusive Representative with one copy of District, County, or State reports which are public documents in its possession or any other public document in its possession which reasonably relates to negotiations or the Exclusive Representative's role.

1. Within 90 days of ratification of this Agreement, the District shall provide the Exclusive Representative with a seniority roster of unit members.
2. The cost of copying the above documents shall be the same for the Exclusive Representative as for any other group(s) or individual(s).

D. **Dues Deduction**

1. 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 membership and/or dues authorization forms for bargaining unit members.
2. The District will make dues deductions as directed by CSEA in writing. CSEA is responsible for notifying the District in writing of a withdrawal of dues deduction by any bargaining unit employee.
3. 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.

4. Requests 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 Association.

5. The District bears no responsibility whatsoever for the administration or enforcement of these provisions except to deduct authorized membership payments. The provisions specified herein are not subject to the grievance procedure.

6. The Association shall assume all costs of defending any litigation filed against it or the District and naming the District as a party as a result of the implementation of these provisions. The District, however, retains the sole and exclusive right to select its own counsel in any litigation arising from the provisions herein.

7. Upon remitting the deductions requested by the Exclusive Representative and authorized by the member pursuant to the provisions of this article, the District has fulfilled its entire obligation relative to said deductions. The Exclusive Representative hereby agrees to indemnify and hold the District, its officers, agents, and employees harmless from any claim, demand, action, or liability which may result from, or in any way relate to the making of said deductions and the transmission of said funds to the Exclusive Representative. The Exclusive Representative further agrees to pay any reasonable attorney's fees claimed by the District, its officers, agents, or employees for legal services actually performed on behalf of the District, its officers, agents, or employees as a result of any such claim, demand, action, or liability.

8. Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance of insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs requested by employees and agreed to by the District.

E. 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 to this Agreement, interim salary, or fringe benefit provisions as specified in this Agreement with the Exclusive Representative.

1. No later than the March meeting of the Board of Trustees, the Exclusive Representative shall submit its proposal for a successor agreement or specified interim provisions.

2. At the next regular meeting, 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 regular meeting, 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 within 10 workdays of a request by the Exclusive Representative to fulfill the District's duty to bargain. If the parties have not reached an agreement by July 15, either party may, on notice to the other, institute impasse proceedings in accordance with the rules of the Public Employment Relations Board.
5. For the purpose of negotiation, the Exclusive Representative shall receive reasonable amounts of release time for a total of up to five employees.

F. The Chapter President shall receive reasonable release time in order to attend district-required meetings or approved functions. The employee shall check out and check back in with the immediate supervisor.

G. Release Time for CSEA Contract Ratification. Unit members whose regular work hours fall during CSEA contract ratification meetings shall be provided thirty (30) minutes of release time to attend and vote. Employees working in the after school program shall rotate time within a sixty minute period while night custodians will be permitted to attend during the same thirty (30) minute period.

H. The District will grant reasonable unpaid release time to employees who are delegates to the CSEA Annual Conference. The District may deny leave if the needs of students cannot be fulfilled if leave is granted.

I. New Employee Orientation

1. Notice of New Employees Orientation: The District will provide the Association with 10-days' advance notice of new employee orientation for bargaining unit employees. The notice will be emailed to the Chapter President (with a copy to the CSEA Labor Rep). Under certain circumstances, a shorter period may be appropriate. The notice will include the new hire's name, hire date, position and work site.

2. New Unit Employee Information: 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 CSEA via an email address to be provided by CSEA. 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). 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 Tuesday of each month. The Chapter President, or designee, will be given up to 30 minutes to meet with the group of new hires. If a group meeting is not scheduled, the Chapter President, or designee, will be allotted 15 minutes to meet with new hires. The time for individual orientation sessions must be approved by the District. 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 new hires.

The Chapter President will inform the District (Human Resources Manager) 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.

ARTICLE XIII GRIEVANCE PROCEDURES

A. A "grievance" is an allegation of a misinterpretation or misapplication resulting in a violation of a specific provision of this Agreement. This grievance procedure shall not be used to challenge or change policies, regulations, or procedures of the District which are not included in this Agreement, nor shall the grievance procedure be used for other matters for which specific methods of review are provided by law or District policies, rules, or regulations.

B. A "grievant" shall mean an employee or CSEA Chapter Number 186 that files a grievance.

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

D. An "immediate supervisor" is the management person having immediate jurisdiction over the grievant.

E. The grievant may elect to be represented by the Exclusive Representative and must inform the District in writing at least 24 hours in advance of the meeting.

1. The grievant, a designated representative, or witnesses who are to testify, if any, participating in the grievance meeting shall suffer no loss in pay.

2. An employee may, at any time, present grievances to the Employer and have such grievances adjusted without the intervention of the Exclusive Representative, as long as the adjustment is not inconsistent with the terms of this Agreement; provided, however, that 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 an opportunity to file a response.

F. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding. Once a grievance has been resolved or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which could have been included in the first grievance.

G. Time limits may be extended or shortened by mutual agreement of the grievant and District. Failure of the grievant(s) to adhere to the time limits of this article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level.

H. No reprisal of any kind will be taken by the District against any grievant or participant in the grievance procedure by virtue of such participation. All written materials

pertinent to a grievance, except decisions resulting from final determinations or settlements, shall be filed separately in a grievance file.

I. Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District.

Level One

J. Within 15 workdays of the occurrence or knowledge of the occurrence of the alleged violation of the Agreement, the grievant shall present the grievance in writing to the immediate supervisor.

1. The written grievance shall contain the following minimum information:

- a. The grievant's name.
- b. The date of filing.
- c. The date of the alleged violation.
- d. The specific article(s) and section(s) violated.
- e. The specific relief requested.

2. Grievances not containing the required information shall be rejected as improperly filed. Such rejection shall not extend the time limits of this article.

3. The grievant may request a conference with the immediate supervisor.

4. Within 15 days of receipt of the grievance by the supervisor or within 10 days of the conference, if requested, the supervisor shall communicate a decision to the grievant in writing. If the supervisor does not respond within the time limit, the grievant may appeal to the next level.

Level Two

K. In the event the grievant is not satisfied with the formal written decision at Level One, a written appeal must be filed within 10 days to the District Superintendent.

1. The appeal must contain all material utilized in the first level, including the decision rendered and a concise statement of the reason for the appeal.

2. The Superintendent shall hold a conference with the grievant and representative, if the grievant so desires, within 10 days of the filing of the appeal. Within 10 days after the conference, the Superintendent shall transmit a written decision and the reason for such decision to the grievant.

Level Three

L. If the grievant is not satisfied with the decision rendered at Level II, Chapter No. 186 may request, through the Superintendent, that grievance mediation be implemented through the California State Mediation and Conciliation Service. The request must be made within 10 workdays of receipt of the decision at Level Two. The Mediator, appointed by the mediation service, will mediate the grievance between the parties. Discussions or offers of settlement between the parties will be kept confidential and will not be introduced at subsequent levels of the Grievance Procedures. In the event that a settlement is reached in mediation, the terms of the settlement will be placed in writing and signed by the parties.

Level 4

1. If the grievance is not successfully mediated at Level Three, the Association may, within ten days, submit a written notice to the Superintendent of its intent to submit the grievance to binding arbitration. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, the parties will request that the California State Conciliation Service provide five names of arbitrators experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining person shall be the arbitrator. The order of striking shall be determined by lot.
2. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses, including fees for witnesses and conferees, or the costs of substitutes for witnesses and conferees, shall be borne by the party incurring them.
3. As soon as possible, the arbitrator shall hear evidence and render a decision on the issue or issues submitted to binding arbitration. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the arbitrator shall rule on the arbitrability of the issue.
4. The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.
5. Issues arising out of the exercise by the Board and administration of the responsibilities referred to in Article V, District Rights, including the facts

underlying the exercise of such discretion, shall not be subject to this procedure.

6. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit the written findings and award for implementation to all parties within 30 calendar days.

ARTICLE XIV
DISCIPLINE OF PERMANENT EMPLOYEES

A. The right to formulate reasonable work rules is vested in the District and the right to discipline employees for violation of work rules is reserved solely to the District. For certain minor infractions, the District retains the discretion to utilize a verbal counseling prior to written disciplinary action. The provisions of this paragraph are not subject to the grievance procedure.

B. A notice of disciplinary action shall be given to the employee in writing and shall contain:

1. The specific act(s) or omission(s) resulting in disciplinary action.
2. Statement of the work rule(s) alleged to have been violated.
3. Synopsis of investigation resulting in determination that disciplinary action shall be impound.

C. Severe disciplinary action (i.e., suspension, demotion, or dismissal) shall be undertaken pursuant to Board policy. Such policy shall contain provisions for a hearing, including the right of an employee to receive assistance from the Exclusive Representative.

ARTICLE XV CONCLUSION

A. This Agreement represents complete collective bargaining and full agreement by the parties with respect to the mandatory subjects of bargaining enumerated in the Act which shall prevail during the terms herein, and any matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.

1. The Exclusive Representative understands and agrees that, as to all matters not covered by this Agreement except for reopeners set forth in this Article, there shall be no duty on the part of the District to meet and negotiate further during the term of this Agreement.

2. When references are made to statutes (e.g., Education Code) those references are informational only and do not subject the provisions of the statute to the grievance processes of this Agreement.

B. The District is not bound by any past practices or understandings unless they are specifically set forth herein.

1. The specific provisions of this Agreement shall prevail over any District past practice or procedure.

C. It is agreed and understood that the District retains the rights, powers, prerogatives, privileges, duties, and authority vested in it by state and federal laws and regulations and district policies to manage, control, and direct the operations and affairs of the District.

1. Among others, these rights include:

a. Executive management, organization, and administrative control of the District, its properties, and facilities.

b. Determine the number and kinds of personnel required to maintain the efficiency of District operations.

c. Direct the work of its employees and bargaining unit members.

d. Hire all employees/bargaining unit members; determine their qualifications and the conditions for their continued employment; evaluate, discipline, dismiss, demote, promote, assign, and transfer all employees/bargaining unit members.

e. Establish budget procedures and determine budgetary allocations.

f. Determine methods of raising revenue.

2. Exercise of the foregoing rights, powers, prerogatives, privileges, duties, and authority by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement.

D. In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect. Should a federal or state agency with jurisdiction invalidate any portion of this Agreement, the parties shall, on appropriate notice, meet to negotiate over the affected provision(s).

E. Upon expiration of this Agreement or any interim salary or fringe benefits 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. Dollar amounts specified in this Agreement for payment of fringe benefits shall be the same pursuant to this paragraph.

F. The Exclusive Representative agrees that neither it nor any bargaining unit member(s) shall encourage, condone, participate in, or otherwise support any strike, work stoppage, sick-in, slow-down, picketing in furtherance of a strike, etc., and failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties. The Exclusive Representative recognizes its duty and obligation under law to comply with the provisions of this Agreement and will guarantee full and faithful performance of this Agreement. In the event of any strike, work stoppage, or other interference with the operation of the District, the Exclusive Representative agrees that it will publicly disclaim the activity and take other steps to attempt to cause participating employees to cease their activity.

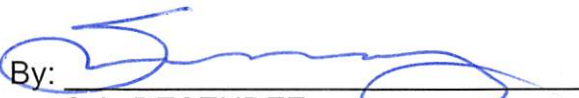
G. This Agreement shall be in full force and effect from the date of ratification by the parties to June 30, 2024.


H. For the 2022-2023 and 2023-2024 school years, the parties agree to reopen Articles III (Salaries) and IV (Health and Welfare Benefits) plus up to two other articles designated by either party.

RATIFIED AND ACCEPTED

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

McFARLAND UNIFIED SCHOOL DISTRICT

By: 
S.A. RESENDEZ
Superintendent

By: 
KORI HARRISON
Director of Human Resources

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 186

By: 
JAVIER HOLGUIN, President

By: 
DAVID HEREDIA-Vice President

Dated: 10/2/2024

Dated: 10/2/2024

MC FARLAND UNIFIED SCHOOL DISTRICT
2024-2025 Classified Salary Schedule
Effective 7/01/24 (1.5% Increase)

APPENDIX A

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
106	monthly				2,849.93	2,992.51	3,140.06
	hourly				16.43	17.26	18.12
107	monthly				2,921.18	3,067.32	3,218.56
	hourly				16.84	17.69	18.57
108	monthly			2,851.38	2,994.21	3,144.00	3,299.03
	hourly			16.46	17.26	18.13	19.04
109	monthly			2,922.66	3,069.06	3,222.60	3,381.50
	hourly			16.87	17.69	18.59	19.51
110	monthly		2,852.99	2,995.73	3,145.79	3,303.17	3,466.04
	hourly		16.45	17.29	18.14	19.05	20.00
111	monthly		2,924.31	3,070.62	3,224.43	3,385.75	3,552.69
	hourly		16.86	17.73	18.59	19.53	20.50
112	monthly	2,855.14	2,997.42	3,147.38	3,305.04	3,470.39	3,641.51
	hourly	16.48	17.28	18.17	19.05	20.01	21.01
113	monthly	2,926.52	3,072.35	3,226.07	3,387.67	3,557.15	3,732.54
	hourly	16.89	17.72	18.62	19.53	20.52	21.54
114	monthly	2,999.68	3,149.16	3,306.72	3,472.36	3,646.08	3,825.86
	hourly	17.31	18.16	19.09	20.02	21.03	22.08
115	monthly	3,074.68	3,227.89	3,389.39	3,559.17	3,737.23	3,921.50
	hourly	17.74	18.61	19.57	20.52	21.55	22.63
116	monthly	3,151.54	3,308.59	3,474.12	3,648.15	3,830.66	4,019.54
	hourly	18.19	19.08	20.06	21.03	22.09	23.20
117	monthly	3,230.33	3,391.30	3,560.98	3,739.35	3,926.43	4,120.03
	hourly	18.64	19.56	20.56	21.56	22.64	23.78
118	monthly	3,311.09	3,476.09	3,650.00	3,832.84	4,024.59	4,223.03
	hourly	19.11	20.04	21.07	22.10	23.21	24.37
119	monthly	3,393.87	3,562.99	3,741.25	3,928.66	4,125.20	4,328.61
	hourly	19.59	20.55	21.60	22.65	23.79	24.98
120	monthly	3,478.71	3,652.06	3,834.78	4,026.87	4,228.33	4,436.82
	hourly	20.08	21.06	22.14	23.21	24.39	25.60
121	monthly	3,565.68	3,743.36	3,930.65	4,127.55	4,334.04	4,547.74
	hourly	20.58	21.59	22.69	23.80	25.00	26.24
122	monthly	3,654.82	3,836.95	4,028.92	4,230.73	4,442.39	4,661.44
	hourly	21.09	22.13	23.26	24.39	25.62	26.90
123	monthly	3,746.19	3,932.87	4,129.64	4,336.50	4,553.45	4,777.97
	hourly	21.62	22.68	23.84	25.00	26.26	27.57
124	monthly	3,839.85	4,031.19	4,232.88	4,444.91	4,667.29	4,897.42
	hourly	22.16	23.25	24.44	25.62	26.92	28.26
125	monthly	3,935.84	4,131.97	4,338.70	4,556.04	4,783.97	5,019.86
	hourly	22.71	23.83	25.05	26.27	27.59	28.97
126	monthly	4,034.24	4,235.27	4,447.17	4,669.94	4,903.57	5,145.35
	hourly	23.28	24.42	25.67	26.92	28.28	29.69
127	monthly	4,135.10	4,341.15	4,558.35	4,786.69	5,026.16	5,273.99
	hourly	23.86	25.03	26.31	27.60	28.99	30.44
128	monthly	4,238.47	4,449.68	4,672.31	4,906.35	5,151.81	5,405.84
	hourly	24.46	25.66	26.97	28.29	29.71	31.20


McFARLAND UNIFIED SCHOOL DISTRICT
2024-2025 Classified Salary Schedule
Effective 7/01/24 (1.5% Increase)

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
129	monthly	4,344.44	4,560.93	4,789.12	5,029.01	5,280.61	5,540.98
	hourly	25.07	26.30	27.65	28.99	30.45	31.98
130	monthly	4,453.05	4,674.95	4,908.85	5,154.74	5,412.63	5,679.51
	hourly	25.70	26.96	28.34	29.72	31.22	32.78
131	monthly	4,564.37	4,791.82	5,031.57	5,283.61	5,547.94	5,821.50
	hourly	26.34	27.63	29.05	30.46	32.00	33.60
132	monthly	4,678.48	4,911.62	5,157.36	5,415.70	5,686.64	5,967.03
	hourly	27.00	28.32	29.77	31.22	32.80	34.43
133	monthly	4,795.44	5,034.41	5,286.29	5,551.09	5,828.81	6,116.21
	hourly	27.67	29.03	30.52	32.00	33.62	35.30
134	monthly	4,915.33	5,160.27	5,418.45	5,689.87	5,974.53	6,269.11
	hourly	28.37	29.76	31.28	32.80	34.46	36.18
135	monthly	5,038.21	5,289.28	5,553.91	5,832.11	6,123.89	6,425.84
	hourly	29.08	30.50	32.06	33.62	35.32	37.08
136	monthly	5,164.17	5,421.51	5,692.76	5,977.92	6,276.99	6,586.49
	hourly	29.80	31.26	32.86	34.46	36.20	38.01
137	monthly	5,293.27	5,557.05	5,835.08	6,127.36	6,433.91	6,751.15
	hourly	30.55	32.04	33.68	35.32	37.11	38.96
138	monthly	5,425.60	5,695.97	5,980.95	6,280.55	6,594.76	6,919.93
	hourly	31.31	32.85	34.53	36.21	38.03	39.93
139	monthly	5,561.24	5,838.37	6,130.48	6,437.56	6,759.63	7,092.93
	hourly	32.09	33.67	35.39	37.11	38.98	40.93
140	monthly	5,700.28	5,984.33	6,283.74	6,598.50	6,928.62	7,270.25
	hourly	32.90	34.51	36.27	38.04	39.96	41.96
141	monthly	5,842.78	6,133.94	6,440.83	6,763.46	7,101.83	7,452.01
	hourly	33.72	35.37	37.18	38.99	40.96	43.00
142	monthly	5,988.85	6,287.29	6,601.85	6,932.55	7,279.38	7,638.31
	hourly	34.56	36.26	38.11	39.97	41.98	44.08
143	monthly	6,138.57	6,444.47	6,766.90	7,105.86	7,461.36	7,829.26
	hourly	35.43	37.16	39.06	40.97	43.03	45.18
144	monthly	6,292.04	6,605.58	6,936.07	7,283.51	7,647.90	8,025.00
	hourly	36.31	38.09	40.04	41.99	44.11	46.31
145	monthly	6,449.34	6,770.72	7,109.47	7,465.60	7,839.10	8,225.62
	hourly	37.22	39.04	41.04	43.04	45.21	47.47
146	monthly	6,610.57	6,939.99	7,287.21	7,652.24	8,035.07	8,431.26
	hourly	38.15	40.02	42.07	44.11	46.34	48.66
147	monthly	6,775.84	7,113.49	7,469.39	7,843.54	8,235.95	8,642.04
	hourly	39.10	41.02	43.12	45.22	47.50	49.87
148	monthly	6,945.23	7,291.32	7,656.12	8,039.63	8,441.85	8,858.09
	hourly	40.08	42.05	44.20	46.35	48.69	51.12
149	monthly	7,118.86	7,473.61	7,847.53	8,240.62	8,652.89	9,079.55
	hourly	41.08	43.10	45.30	47.51	49.90	52.40
150	monthly	7,296.83	7,660.45	8,043.72	8,446.64	8,869.22	9,306.54
	hourly	42.11	44.17	46.43	48.69	51.15	53.71
151	monthly	7,479.26	7,851.96	8,244.81	8,657.81	9,090.95	9,539.20
	hourly	43.16	45.28	47.60	49.91	52.43	55.05
152	monthly	7,666.24	8,048.26	8,450.93	8,874.25	9,318.22	9,777.68
	hourly	44.24	46.41	48.79	51.16	53.74	56.43

MCFARLAND UNIFIED SCHOOL DISTRICT
2024-2025 Classified Salary Schedule
Effective 7/01/24 (1.5% Increase)

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
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APPROVAL


BOARD PRESIDENT SIGNATURE


INITIALS

8/13/24
DATE

McFarland Unified School District
Classified and Certificated Management Salary Schedule Position Listing
2024-25

<u>POSITION TITLE</u>	<u>Work Days</u>	<u>SALARY RANGE</u>
Superintendent	220	255
Deputy Superintendent/CBO	220	252
Assistant Superintendent of Educational Services	220	249
Chief Academic Officer	220	246
Director - Alternative Options/Child Welfare & Attendance	220	242
Director - Alternative Programs	220	243
Director - Curriculum & Instruction	220	243
Director - Fiscal Services	227	234
Director - Food Service	227	234
Director - Human Resources	227	243
Director - Information Services	227	237
Director - Maintenance, Operations, Transportation, & Facilities	227	234
Director - Student Services	220	243
Principal - Comprehensive High School	220	243
Principal - Alternative High School	220	242
Principal - Middle School	215	240
Principal - Elementary School	210	239
Vice Principal - High School	210	234
Learning Director	200	233
Coordinator - Health and Community Services	220	237
Coordinator - State and Federal Programs	220	237
Coordinator - Student Services	220	237
Program Manager - Categorical and Expanded Learning	227	218
Program Manager - Curriculum, Instruction, and Assessment	227	218
Program Manager - Family Resource Center	227	218
Supervisor/Analyst - Accounting & Budget	227	222
Supervisor/Analyst - Facilities & Purchasing	227	222
Supervisor - Information Services	227	218
District Psychologist	194	232
District Social Worker	194	227

Masters: Additional \$1,250

Longevity: Based on Relevant Work Experience in Profession

After completion of 5 years – 3%

After completion of 10 years – 3%

After completion of 15 years – 3%

After completion of 20 years – 3%

APPROVALS


 BOARD PRESIDENT

8/13/24
 DATE

Board Approved: Revised August 13, 2024

**McFARLAND UNIFIED SCHOOL DISTRICT
CLASSIFIED POSITION TITLES SALARY SCHEDULE PLACEMENT 2024-2025**

<u>POSITION TITLE</u>	<u>SALARY RANGE</u>
Administrative Assistant I	121
Attendance Clerk/Records Technician II	124
Athletic Equip Attendant	117
Attendance Clerk/Records Technician I	122
ASES Program Leader	116
ASES Site Coordinator	126
Bus Driver/Custodian	120
Bus Driver/Grounds/Maintenance Worker	123
Bus Driver	125
Bus Driver/Maintenance Worker	127
Custodian	117
Computer Technician	129
Campus Safety Supervisor	119
District Testing Technician	122
Family Advocate	124
Food Service Utility Worker	115
Food Service Worker	108
Food Service Production Worker	112
Grounds/Maintenance Worker	118
Instructional Assistant	116
Instructional Assistant-Preschool	116
Instructional Assistant-Special Education	116
Instructional Assistant-Speech	116
Inclusion Specialist/Behavior Intervention	116
Intervention Specialist/Student Discipline	126
Lead Food Service Production Worker	115
Lead Food Service Worker	113
Library Technician	114
Locker Room Attendant	115
L.V.N Nurse	127
Maintenance Worker	122
Office Manager	126
Pre-School Teacher	136
Program Assistant	117

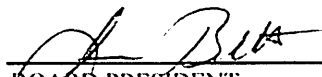
**McFARLAND UNIFIED SCHOOL DISTRICT
CLASSIFIED POSITION TITLES SALARY SCHEDULE PLACEMENT 2024-2025**

Registrar	124
School Office Assistant	117
Student Activities Assistant	124
Senior Food Service Worker	110
Student Affairs Specialist	130
Vehicle & Equipment Mechanic/Bus Driver	127
Yard Duty Aide	106

Longevity:

After completion of 5 years – 3%
After completion of 10 years – 3%
After completion of 15 years – 3%
After completion of 20 years – 3%

APPROVALS



BOARD PRESIDENT

8/13/24

DATE

APPENDIX C

MC FARLAND UNIFIED SCHOOL DISTRICT PERFORMANCE EVALUATION REPORT CLASSIFIED PERSONNEL

EMPLOYEE NAME:					SOCIAL SECURITY NO. :									
TITLE:				WORK LOCATION:										
EMPLOYEE STATUS:					PROBATIONARY:					PERMANENT:				
SECTION A				FACTOR CHECKLIST Immediate Supervisor Must Check Each Factor In the Appropriate Column					SECTION B: Record job STRENGTHS and SUPERIOR PERFORMANCE incidents.					
A	B	C	D											
Not Satisfactory	Needs Improvement	Meets Standards	Exceeds Standards											
				1. Observance of Work Hours					SECTION C: Record specific work performance DEFICIENCIES or job behavior requiring improvement or correction. (Explain checks marked in columns A and/or B.)					
				2. Attendance										
				3. Grooming and Dress										
				4. Compliance with Rules										
				5. Safety Practices										
				6. Public Contacts										
				7. Pupil Contacts										
				8. Employee Contacts										
				9. Knowledge of Work					SECTION D: Record OBJECTIVES or IMPROVEMENT programs for improved work performance, for personal, or job qualifications to be undertaken during next evaluation period. (Required if columns A and/or B checked.)					
				10. Work Judgments										
				11. Planning and Organizing										
				12. Job Skill Level										
				13. Quality of Work										
				14. Volume of Acceptable Work										
				15. Meeting Deadlines										
				16. Accepts Responsibility										
				17. Accepts Direction										
				18. Accepts Change										
				19. Effectiveness Under Stress					SECTION E: Record PROGRESS ACHIEVED in attaining previously-set objectives for improved work performance, for personal, or job qualifications. (Required if Columns A and/or B checked.)					
				20. Appearance of Work Station										
				21. Operation & Care of Equip										
				22. Work Coordination										
				23. Initiative										
				24. *										
				25. *										
*FMLA/CFRA, Workers Compensation and other statutory leaves are not considered. * Additional Factors If Additional Factors are added, they must be initialed by the employee.														PLEASE NOTE: Check marks in columns A or B must be explained in sections C, D, and E.

PERFORMANCE EVALUATION REPORT
CLASSIFIED PERSONNEL
(continued)

SUMMARY EVALUATION - Check Overall Performance:

Not
Satisfactory

☐

Requires
Improvement

☐

Effective--
Meets Standards

☐

Exceeds
Standards

☐

EVALUATOR: I certify that this report represents my best judgement.

I ☐ DO ☐ DO NOT recommend this employee be rehired.

Evaluator's Signature:

Title:

Date:

COMMENTS:

EMPLOYEE: I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

Employee's Signature:

Date:

COMMENTS: