

AGREEMENT

Between

**MADERA COUNTY
SUPERINTENDENT OF SCHOOLS**

and

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION
and
ITS CHAPTER 713**

July 1, 2023 - June 30, 2024

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ARTICLE I: PARTIES TO THE AGREEMENT

This Agreement is made and entered into this 21st day of June 2023, between the Madera County Superintendent of Schools (hereinafter referred to as MCSOS or Employer) and the California School Employees Association and its Madera County Chapter No. 713 (hereinafter referred to as Association or Employee).

ARTICLE II: RECOGNITION

MCSOS hereby confirms recognition of the Association as the exclusive representative for the unit of employees certified by the Public Employment Relations Board in Case No. S-R-749, dated June 21, 1984, (a copy of such certification is on file in Human Resources) and:

1. any newly created classifications that the parties mutually determine to be within the recognized unit prior to implementation.
2. disputed classifications shall be submitted to the Public Employment Relations Board (PERB) for determination.

ARTICLE III: EMPLOYEE RIGHTS

- 3.1 The personnel file of each employee shall be maintained at the Human Resources office. Any files kept by a supervisor of an employee shall not be used for adverse action against the employee and no adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file.
- 3.1.1 Employees shall be provided with copies of any derogatory written material for at least five (5) work days prior to placement in the employee's personnel file. Any written response by the employee shall be attached to the material and placed in the personnel file.
- 3.1.2 An employee shall have the right, at any reasonable time without loss of pay, to examine and/or obtain copies of any material from the employee's personnel file. Recruitment materials will be kept in separate files, which will not be part of the employee's file and will not be made available.
- 3.1.3 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the Employer when necessary in the proper administration of the Employer's affairs or the supervision of the employee. The Employer shall keep a log indicating the person(s) who has/have examined a personnel file as well as the date such examinations were made. Such log and the employee's personnel file shall be made available for examinations by the employee or his/her CSEA representative if authorized in writing by the employee. The log shall be

maintained in the employee's personnel file.

- 3.1.4 Any derogatory material to be placed in an employee's file shall be signed and dated. The date shall signify when the material was received or drafted.
- 3.1.5 No disciplinary action shall be taken for any cause which arose prior to the employee's 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 Employer.

ARTICLE IV: ORGANIZATIONAL SECURITY

4.1 Due Deductions:

- 4.1.2 CSEA shall have the sole and exclusive right to receive the payroll deduction for membership dues at the CSEA established rate.
- 4.1.3 MCSOS shall not be obligated to put into effect any new or change deductions until the pay period commencing thirty (30) days after such submission.
- 4.1.4 MCSOS shall deduct in accordance with the CSEA dues schedule as provided by CSEA, dues from the wages of all classified employees in the bargaining unit who are members of CSEA.
- 4.1.5 MCSOS shall refer all classified employees to the Chapter President or CSEA Labor Relations Representative for any questions regarding dues deductions.
- 4.1.6 CSEA certifies that it shall maintain employee written authorization for deduction of membership dues. MCSOS shall only make changes to payroll deductions for new or current bargaining unit members when provided with written authorization from CSEA.
- 4.1.7 CSEA agrees to furnish any information needed by MCSOS to fulfill the provisions of this Article.
- 4.1.8 CSEA agrees to hold MCSOS Agents and officers harmless and indemnify MCSOS from any and all liability, harm, or cause of action arising from the membership dues deduction provisions contained herein.

4.2 Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.

4.3 Dues Deductions:

4.3.1 MCSOS shall deduct, in accordance with the CSEA dues and service fee schedule, dues from the wages of all employees who are members of CSEA as of April 1, 2000.

4.3.2 MCSOS shall deduct dues, in accordance with dues and service fee schedule, from the wages of all employees who, after April 1, 2000, become members of CSEA and submit to MCSOS a dues authorization form.

4.3.3 MCSOS shall immediately notify the CSEA Treasurer if any member revokes a dues authorization.

4.3.4 MCSOS will notify the CSEA President of all newly hired employees within ten (10) days. The CSEA designated representative will meet with the employee concerning association membership.

4.4 Service fees:

4.4.1 CSEA and MCSOS agree that each employee in the bargaining unit should contribute equally toward the cost of administration of the collective bargaining agreement by CSEA and for the representation of employees in the CSEA bargaining unit.

4.4.2 All bargaining unit employees, as of April 1, 2000, as a condition of continued employment, within thirty (30) days of employment, shall either become members of CSEA or pay CSEA a service fee in an amount not to exceed the periodic dues of CSEA, for the duration of this Agreement.

4.4.3 However, nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.

4.4.4 In the event an employee revokes a dues authorization, or fails to make arrangements with CSEA for the direct payment of service fees, pursuant to Education Code 45168(b), MCSOS shall deduct service fees until such time as CSEA notifies MCSOS that arrangements have been made for the payment of such fees.

4.5 Religious Objections:

4.5.1 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such employee shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following nonreligious, or nonlabor organizations, qualifying as charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

Special Olympics of Madera County
United Way
Children's Hospital Central California
Madera County Schools Foundation

- 4.5.2 Any employee claiming this religious exemption must file a written request for exemption with CSEA within thirty (30) days of the date of this agreement or his/her employment. If the request is granted, the employee shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.
- 4.6 The employer shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted, except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees whose requests for religious exemption have been approved by CSEA pursuant to this Agreement.
- 4.7 Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all employees in the bargaining unit, identifying them by name, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees, or charitable contributions.
- 4.8 Hold Harmless Provision:
- 4.8.1 CSEA agrees to reimburse the employer, its officers, and agents for

reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof.

- 4.8.2 CSEA agrees to reimburse the employer, its officers, and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof, provided the employer has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action.

ARTICLE V: EMPLOYER RIGHTS

The Association recognizes that the Board and Superintendent have the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the Madera County Office of Education to the full extent authorized by law.

The exercise of those powers, rights, authority, duties, and responsibilities and the adoption of such rules, regulations, and policies as they may deem necessary shall be limited only by the specific and express terms of this Agreement.

ARTICLE VI: ORGANIZATIONAL RIGHTS

6.1 CSEA RIGHTS

6.1.1 The right of access, at reasonable times, to areas in which employees work which are under the control of the Employer for the purpose of representing bargaining unit members on grievances and matters related thereto. When CSEA wishes to meet with bargaining unit members at sites not under the direct control of the Employer, CSEA must seek advance approval from the appropriate authority.

6.1.2 The right to use, without charge, institutional bulletin boards, mailboxes, and the use of the school mail system under the control of the Employer. All postings for the bulletin boards or items for school mailboxes must contain the date of the posting and the identification of the Association. Distribution shall be conducted by a designated CSEA representative. The Association will not post or distribute information which is defamatory of the Employer.

6.1.3 The right to use, without charge, facilities and buildings under the Employer's control, at reasonable times and with advance approval, for Association business. The Association has the right to use Employer copying machines for 10 cents per page.

6.2 DISTRIBUTION OF AGREEMENT

6.2.1 Within thirty (30) days after the execution of this Agreement, the Employer shall print or duplicate and provide without charge a copy of this

Agreement to every employee in the bargaining unit.

6.2.2 Any employee, who is part of the bargaining unit after the execution of this Agreement, shall be provided by the Employer, without charge, a copy of any written changes agreed to by the parties to this Agreement.

6.2.3 The Employer shall make every effort to see that all new employees hired into a classification included within the unit represented by CSEA are provided with a copy of the Agreement and the CSEA information packet.

Such packets are to be provided to the Employer by CSEA.

6.3 The Employer agrees to provide a directory of CSEA employees' names, addresses, and phone numbers. However, an individual employee may voluntarily request that the Employer not release such information. The directory will be available to CSEA on an annual basis each October or as requested.

ARTICLE VII: NO DISCRIMINATION

Neither the Association nor the Employer shall in any way discriminate against an employee because of his/her CSEA activities, or lack thereof, or based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics.

ARTICLE VIII: GRIEVANCE PROCEDURE

- 8.1 Grievance - A grievance is a claim made by an employee or the Association alleging a violation, misapplication, or a misinterpretation of the specific provisions of this Agreement that adversely affects the grievant. The grievance cannot be anonymous and must provide enough information to allow an adequate investigation to occur and in an effort to reach an appropriate resolution.
- 8.2 Grievant - A grievant is a MCSOS employee who is covered under this collective bargaining agreement. The Association is also recognized as a grievant.
- 8.3 Purpose - The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to problems which may arise over alleged violations, misinterpretations, or misapplications of Articles of this Agreement.
- 8.4 Time Limits - Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximum and every effort should be made to expedite the process. Time limits may, however, be extended or reduced by mutual agreement.

8.5 Procedure

- 8.5.1 Informal Level - Before filing a formal written grievance, the employee shall attempt to resolve it by an informal conference with his/her immediate supervisor. The employee shall request an informal conference within twenty (20) work days after his/her knowledge of the act giving rise to the grievance. Such conference must be held within the next five (5) work

days following receipt of the request for conference. Any subsequent informal conferences may be held by mutual agreement within seven (7) work days. However, the informal level must be completed within fifteen (15) work days after the original request for the informal conference is made.

- 8.5.2 Formal Level/Level I - Within ten (10) work days after the completion of the Informal Level conference(s) which did not result in a satisfactory adjustment for the grievant, the grievant must present the grievance in writing on the appropriate form to his/her immediate supervisor.
- 8.5.3 This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- 8.5.4 Within ten (10) work days following supervisor's receipt of the grievance form, either party may request a personal conference.
- 8.5.5 The supervisor shall communicate his/her decision and reason(s) to the employee in writing within fifteen (15) work days after the personal conference. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
- 8.5.6 Level II - In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate form to the Superintendent's designee within ten (10) work days following receipt of or failure to provide a decision. The statement should include a copy of the

original grievance, the decision rendered, and a clear, concise statement of the reason(s) for the appeal. Within seven (7) work days following the Superintendent's designee's receipt of the Level II grievance form, either party may request a personal conference. The Superintendent's designee shall communicate his/her decision and reason(s) within ten (10) work days after the personal conference.

- 8.5.7 Level III - If the grievant is not satisfied with the decision at Level II, he/she may within seven (7) work days, request an appeal in writing to the Superintendent. The grievant and the Superintendent shall attempt to agree upon a solution to the act giving rise to the grievance. This request shall include a clear, concise statement of the reason(s) for the appeal and the specific remedy sought, and a copy of all previous written communications on the grievance.
- 8.5.8 Within ten (10) work days following the Superintendent's receipt of the Level III grievance form, the grievant may request a personal conference. The Superintendent shall render his/her decision concerning the matter within twenty (20) work days after receiving the grievance.
- 8.5.9 When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he/she will, upon notice to his/her immediate supervisor, be given reasonable release time without loss of pay in order to permit participation in the foregoing activities. Any employee who is requested to appear at the meetings or

hearings as a witness will be accorded the same right. The Association shall provide annual written notice to administration listing names of the Grievance Chair and site representatives.

8.6 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file.

8.6.1 Forms for filing grievances, serving notices, taking appeals, making reports and commendations, and other necessary documents will be prepared jointly by the Superintendent or designee and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure.

8.7 Rights of CSEA Employees to Representation

8.7.1 No reprisals will be taken by the Association or the MCSOS against any aggrieved person, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

8.7.2 A CSEA employee may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected by the Association. If a CSEA employee is not represented by the Association or its representative, the Association shall receive notification of all grievances and have the right to state its views before the final resolution of the grievance procedure.

ARTICLE IX: HOURS/OVERTIME

9.1 WORKWEEK

9.1.1 The regular work week shall consist of five (5) consecutive days of eight hours per day and forty (40) hours per week. The work week is defined as Saturday through Friday. When it is necessary to adjust an employee's work week schedule and he/she is required to work his/her normal number of hours on Saturday and/or Sunday, the employee is entitled to take off two (2) consecutive days within that work week.

9.1.2 This Article shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry on the business of the Employer.

9.2 WORKDAY

The length of the workday shall be initially designated by the Employer for each classified assignment.

9.3 INCREASE IN HOURS

When additional hours are assigned to a part-time position on a regular basis, the assignment shall be first offered to the incumbent employee. In the event the incumbent declines the additional hours, the additional hours will be advertised on the voice mail job line. As per Article 15.3, where the experience, qualifications, and capabilities of applicants are equal, the applicant from the worksite shall be offered the additional hours. If the worksite applicant declines, the most senior applicant shall be offered the additional hours.

9.4 LUNCH PERIOD

9.4.1 Any employee in the bargaining unit shall be entitled to an uninterrupted, unpaid lunch period after the employee has been on duty for four (4) hours.

9.4.2 Employees working less than six (6) hours may request to not have a lunch hour. The Superintendent or designee may approve such request.

9.4.3 Except in cases of emergency, the length of time for such lunch period shall be for a period of no longer than 1 hour nor less than ½ hour. Employees working at school sites not under direct control of the Employer shall follow the lunch schedule of the school site to which they are assigned or in which they are serving on a given day.

9.5 REST PERIODS

All bargaining unit employees shall be granted a paid rest period of fifteen (15) minutes at their normal rate of pay for each 3½ hours of work.

9.6 RESTROOMS

The Employer agrees to maintain or provide access to restroom facilities for employees at each work location.

9.7 OVERTIME

9.7.1 All overtime hours (with prior approval) shall be compensated at a rate of pay equal to one and one-half (1½) times the regular rate of pay of the employee.

9.7.2 Overtime is defined to include any time worked in excess of eight (8) hours per day or forty (40) hours per week whether such hours are worked prior to the commencement of a regular assigned starting time or subsequent to the assigned time.

9.7.3 For all employees working for four (4) or more hours per day, work performed on the sixth and seventh day shall be compensated at one and one-half (1½) times the regular rate of pay.

9.7.4 Every effort will be made to assign overtime for all classifications on a rotating and equal basis by site or campus. Employees may have the right to refuse overtime except in emergencies or when no other options exist to meet the demands or necessity of student welfare. One such option is the use of substitutes when available. In any event, such assignment of overtime will be done with attention to distributing overtime on an as equal basis as possible.

9.7.5 Current employees will have first rights to extended year employment.

9.8 STANDBY TIME

Transportation employees who have a split-shift assignment which includes a lay over of less than 1 hour shall suffer no loss of pay during this period. Employees are required to perform related duties during the lay over time.

9.9 SHIFT DIFFERENTIAL

9.9.1 Any employee in the bargaining unit whose assigned work shift commences between 1:00 p.m. and 5:00 a.m. shall be paid a shift

differential of 5% above the employee's regular rate of pay for all hours worked.

9.9.2 An employee who receives a shift differential premium on the basis of his/her shift, shall suffer no reduction in pay, including differential, when assigned temporarily for not more than 10 days, to the day shift.

9.10 COMPENSATORY TIME OFF

By mutual agreement between the Employer and the employee, compensatory time off in lieu of compensation at the rate earned (straight time or time and one-half) multiplied by the regular rate shall be granted to the employee by the end of the following period.

9.11 MINIMUM CALL IN TIME

Any employee called into work on a day or time when the employee is not scheduled to work shall receive a minimum of two (2) hours at the appropriate rate of pay or compensation time off.

9.12 ASSIGNMENTS AT TIMES OTHER THAN REGULAR ACADEMIC YEAR

When it is necessary to assign classified employees not regularly so assigned to serve during extended year, such assignment shall be made on the basis of qualifications for employment in each classification which is required. The classified employee shall, for services performed, receive on a pro rata basis, not less than the compensation and benefits which are applicable to that classification during the regular academic year.

9.13 STANDBY TIME - BUS DRIVERS

9.13.1 Bus drivers on special trips, including but not limited to athletic events, field trips, and extracurricular 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 in Section 9.1, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular pay rate. Notwithstanding any other provisions of this Agreement, if a special trip requires an overnight stay, the Employer 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.

9.14 VEHICLE UNAVAILABILITY

Whenever a bus driver is regularly scheduled to drive a bus but is unable to as the result of the unavailability of appropriate Employer vehicles due to mechanical or other malfunctions, he/she shall receive pay at the regular rate and shall perform other duties as assigned.

9.14.1 If the vehicle of any employee who is required to provide their own transportation on Employer business is unavailable due to mechanical or other malfunctions, the Employer will provide a county vehicle if one is available.

9.15 FIELD TRIPS

Field trips that cannot be covered by an on-site School Bus Driver – Instructional Assistant will be offered to the School Bus Driver on a rotational basis considering factors such as schedule and geographic area. Rotation will be worked out between the Manager, Transportation, and Association.

9.16 SCHOOL “CLOSURE” FOR FULL OR PARTIAL DAY(S)

In the event that MCSOS Administration (Madera County Superintendent of Schools; Associate Superintendent, Student Programs and Services; Director, Special Education Programs and Services; or Program Directors) determines that there is a need for full day or partial day school closure due to severe weather conditions, power outage, or other unforeseen circumstances causing school closure, it is agreed that CSEA staff may individually select the following options to cover the required work day(s):

1. Work the day(s) immediately following the end of the regular school year;
2. Work multiple days in excess of his/her normal work hours equivalent to the required day(s). However, work hours must not exceed eight hours per day due to overtime restrictions;
3. Submit a Personal Leave Request Form for the day(s) in lieu of actually working.

It is understood that such adjusted work hours will require supervision by a MCSOS certificated staff member.

9.17 SCHOOL BUS "DELAY"

In the event that MCSOS Administration (Madera County Superintendent of Schools; Associate Superintendent, Student Programs and Services; Director, Special Education Programs and Services; Program Directors; or Manager, Transportation) determines that there is a need for school bus delays due to severe weather conditions, it is agreed that CSEA staff will report to work at their normal start time. Should the employee report to work late due to the severe weather conditions, he/she must contact his/her supervisor and may individually select the following options to cover the required work time:

1. Work multiple days in excess of his/her normal work hours equivalent to the required day(s). However, work hours must not exceed eight hours per day due to overtime restrictions;
2. Submit a Personal Leave Request Form for the time in lieu of actually working.

It is understood that such adjusted work hours will require supervision by a MCSOS certificated staff member.

9.18 OTHER SITUATIONS

In the event that school is open, however, MCSOS Administration (Madera County Superintendent of Schools; Associate Superintendent, Student Programs and Services; Director, Special Education Programs and Services; or Program Directors) directs an employee not to report to work due to severe weather conditions, power outage, or other unforeseen circumstances, the employee shall

be paid for work time that he/she was directed to stay away from his/her worksite.

The employee shall not be required to use personal leave or make up the time under this situation.

It is further understood that other certificated or classified employees do not have the authority to determine the need for school closure, school bus delay, or an adjustment of any kind to employees' work schedules.

ARTICLE X: PAY AND ALLOWANCES

10.1 REGULAR RATE OF PAY

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in the salary schedule which is attached hereto as Appendix A and by reference incorporated as a part of this Agreement. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

10.2 PAYCHECKS

All regular paychecks of employees in the bargaining unit shall be itemized to include all deductions.

10.3 FREQUENCY - MONTHLY

All employees in the bargaining unit shall be paid on the last working day of the month that the Employer's Administrative Office is open for all regularly assigned hours. Employees, other than those holding 12 month positions, shall have the annual option of being paid in eleven (11) months or eleven (11) months plus one deferred payment. For all monthly employees, hours worked in excess of the regularly assigned hours shall be paid in accordance with the submission instructions on the time sheet. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday. All hourly employees (substitute or temporary) who submit their hours by the designated day of the month shall be paid on the last working day of each month for all hours worked during the previous period.

10.4 PAYROLL ERRORS

Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a supplemental check issued on the next scheduled payroll, i.e., emergency, mid-month, following notification to the Employer of the error.

10.5 LOST CHECKS

Any paycheck for an employee in the bargaining unit which is lost after receipt, or which is not delivered if mailed, shall be replaced no less than twenty-four (24) hours following the notification to the Employer of the lost paycheck provided that five (5) or more days have elapsed from the date of the original issuance of the paycheck.

10.6 PROMOTION

When a vacancy occurs, promotion may be made from within the office when training, qualifications, and ability warrant. In case of the promotion of an employee to a position in a classification with a higher pay range, such employee shall be entitled to receive a rate of pay at the step providing the nearest higher salary in the new range (no less than 2½%) as of the effective date of appointment and a new anniversary date shall be established. Longevity will continue to accrue at the same level as originally entitled to based on the provisions under 21.2.

10.7 RECLASSIFICATION

Any employee whose position is reclassified upward will be placed at the same step in the new classification as he/she occupied under the former classification for the

position. A new anniversary date shall not be established. Longevity will continue to accrue at the same level as originally entitled to based on the provisions under 21.2.

10.8 Prior paid Licensed Vocational Nurse (LVN), Speech/Language Pathology Assistant (SLPA), Certified Occupational Therapy Assistant (COTA), Certified Interpreter, School Bus Driver, and Dispatcher/School Bus Driver Trainer experience will be allowed in the initial rating on a year-for-year basis using completion of 75% or more of a full school year as a year's credit. The individual will be placed in the designated range and step based upon licensed experience as follows: No Experience = Step A; completion of 1-3 years of experience = Step B; and completion of 4 or more years of experience = Step C.

10.9 Prior licensed employment experience shall be verified by official documents or statements from employers, in recognized and accepted fields of professional LVN, SLPA, COTA, and Certified Interpreter practice, which must include direct patient care and/or direct services to children or adults and shall be accepted for creditable experience when determining original placement on the salary schedule.

10.10 MILEAGE

Any employee in the bargaining unit required to use his/her vehicle on approved Employer business shall be reimbursed at the IRS approved rate for all miles driven on behalf of the Employer. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of

business. This amount shall be payable on the 15th of the month provided the employee submits all necessary forms by the 6th of the month.

10.11 MEALS

Any employee in the bargaining unit who, as a result of work assignment must have meals out of Madera County, shall be reimbursed at the Employer's approved rate as per Board Policy 3241. Payment for meals shall be in accordance with the requirements of Section 10.8 above.

10.12 LODGING

When the Business Office or authorized employee makes hotel reservations, the employee shall be reimbursed for actual expenses. When the employee makes hotel reservations, actual expenses up to a maximum of \$50.00 shall be reimbursed. Detailed registration receipts are to be attached to the Reimbursement form. All personal expenses must be deducted from the amount to be reimbursed. If the room was shared with a non-school related person, the single occupancy rate will be used for reimbursement.

10.13 COMPENSATION DURING REQUIRED TRAINING PERIOD

An employee, who is required by the Employer to attend training sessions or otherwise engage in required Employer training in order to continue his/her employment in a position, shall receive compensation as follows:

10.13.1 When the training occurs, the employee shall be paid at his/her regular rate of pay and shall receive the normal benefits to which he/she is entitled.

10.13.2 For School Bus Drivers or School Bus Driver – Instruction Assistants, the Employer shall cause to be provided a combination of ten (10) hours per year behind the wheel, classroom, or inservice training during normal working hours and/or recess periods to meet state licensing requirements.

10.13.3 Registration fees, incurred under a training program mandated by the Employer, shall be paid for by the Employer.

10.14 COMPENSATION FOR EMPLOYEE WORKING OUT-OF-CLASSIFICATION

10.14.1 An employee assigned duties not a part of his/her classification for more than five days in a 15 calendar day period shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification and shall receive no less than 2½% above his/her regular rate of pay.

10.14.2 The most senior regular Instructional Assistant will receive a \$25 stipend when a long-term substitute teacher in the classroom who does not hold an appropriate credential or permit for the assignment has worked five (5) consecutive workdays. The Instructional Assistant may receive a maximum of two (2) \$25 stipends per each long-term substitute teacher's assignment in a specific classroom (minimum of ten (10) consecutive workdays).

10.14.3 Whenever a trained and/or licensed employee substitutes for a Health Aide or School Bus Driver, he/she must complete and submit the

“Instructional Assistant Record of Substitute Health Aide Services” or
“Instructional Assistant Record of Substitute Bus Driver Services” form in
order to be paid the difference between the employee’s regular
range/step and the Health Aide or School Bus Driver range/employee’s
current step.

ARTICLE XI: EMPLOYEE EXPENSES AND MATERIALS

- 11.1 The Employer may require the wearing of a distinctive uniform by classified personnel. The cost of the purchase, lease, or rental of uniforms, tools, equipment, identification badges, emblems, and cards required by the Employer shall be borne by the Employer.
- 11.2 If the Employer requires an employee in the bargaining unit to use any equipment or gear to ensure the safety of the employee, the Employer agrees to furnish such equipment or gear.
- 11.3 If the County Superintendent or designee determines that it is necessary for a physical examination to be taken by a classified employee, or when classified employees are required by law to submit to a physical examination for continuance in employment, the Employer shall either provide the required examination, cause it to be provided, or provide the employee with actual reimbursement of any sums not covered by health insurance at the Employer's option.

ARTICLE XII: LEAVES AND PROVISIONS

Pay for any day of absence under this Article shall be the same pay as the pay which would have been received had the employee served during the day (with the exception of 12.1.2).

12.1 PERSONAL ILLNESS AND INJURY LEAVE

12.1.1 Full-time employees shall be entitled to twelve (12) days leave with full pay for each school year for purposes of personal illness or injury. Employees who work less than full-time (i.e. less than 8 hours per day, 5 days a week, 12 months a year) shall be entitled to that portion of the twelve (12) days leave as the number of scheduled work days relates to twelve months for a full-time employee in a comparable position.

12.1.2 The amount deducted for leave purposes from the employee's salary shall be 50% of the employee's regular rate of pay, once all sick leave has been exhausted. When an employee is absent from their duties on account of illness or accident for a period of 100 workdays or less per fiscal year, whether or not the absence arises out of or in the course of employment and whether or not a substitute is hired, the employee shall be compensated at 50% of the employee's regular salary.

The 100 workdays shall commence on the first day of illness, excluding industrial accident and illness leave of up to sixty (60) workdays in any one (1) fiscal year. The 100 workdays may be intermittent throughout the fiscal year. The 100 workdays shall not accumulate from year to year.

This extended leave shall be limited to a maximum of 100 workdays per illness or accident per fiscal year. The 100 workdays for part-time employees shall be limited to the average hours scheduled per day. At the exhaustion of all leaves, the employee will be placed on the 39-month reemployment list.

- 12.1.3 If an employee does not utilize the full amount of leave as authorized in 12.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.
- 12.1.4 If the Employer doubts the existence of illness, he/she may require verification from the employee's physician of any absence.
- 12.1.5 Whenever possible, an employee or his/her authorized representative must contact his/her immediate supervisor and report the absence in the Absence Management (formerly Aesop) system in order to secure a substitute as soon as the need to be absent is known, but no less than one (1) hour prior to the start of the workday to permit the employer time to secure a substitutes' service. School Bus Drivers are required to call the designated person who is responsible for securing a substitute by 5:00 a.m. or no less than one (1) hour prior to the start of the workday. Failure to provide adequate notice may be grounds for denial of leave with pay. If an employee experiences technical difficulties when reporting an absence in the Absence Management (formerly Aesop) system, he/she must contact the designated Human Resources

employee and/or voicemail (662-6239) no less than one (1) hour prior to the start of the workday.

12.1.6 An employee in transportation may not be allowed to return to work on half-day increments in the event notification in Sections 12.1.5 or 12.1.7 has not been given and a substitute was secured.

12.1.7 An employee shall not be allowed to return to work and shall be placed on leave without pay if the employee fails to notify the Employer of the employee's intent to return to work at least two (2) hours prior to the close of the preceding work day if such failure results in a substitute being secured.

12.2 PERSONAL NECESSITY LEAVE

12.2.1 Leave which is credited under 12.1.1 of this Article may be used, at the employee's election, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed seven (7) days in any school year.

12.2.2 For purposes of this provision, personal necessity shall be limited to: (a) death or serious illness of a member of the employee's immediate family; (b) an accident which is unforeseen involving the employee's person or property, or the person or property of an employee's immediate family; (c) appearance in any court or before administrative tribunal as litigant, party, or witness under subpoena; (d) any other reason approved in advance by the Employer; (e) one (1) day for bereavement involving other than

immediate family members specified in Bereavement Leave Article 12.3.2.

In the event of the death of a student enrolled in a Madera County Superintendent of Schools (MCSOS) program, administration will make every effort to approve a personal leave request submitted by classified personnel in the student's current classroom to attend the funeral services. Approval may be contingent upon the availability of substitutes and the needs of the program.

Personal Leave, including Compelling Personal Leave, shall not be allowed if it results in the extension of a holiday, vacation period, or school break (exceptions may be made by the Superintendent or designee due to special circumstances), for personal convenience or recreational activities, or other normal minor matters which can be dealt with outside the workday.

- 12.2.3 Before the utilization of personal necessity leave, an employee must obtain prior written approval from the appropriate management person(s) on Employer approved forms, except for cases of (a) and (b) in Section 12.2.2 above. Should the circumstances outlined in (a) and (b) arise, the employee shall make every effort to comply with procedures to enable the Employer to secure a substitute.
- 12.2.4 Under all circumstances, an employee shall verify in writing that the personal necessity leave was used only for purposes as set forth in 12.2.2 above.

12.2.5 Each employee may use two (2) days of Compelling Personal Importance Leave per year which will be deducted from the available seven (7) days of Personal Necessity Leave. Under no circumstances shall leave be available for purposes of personal convenience, the extension of a holiday or vacation period, or for matters which can be taken care of outside the work hours, or for recreational activities. After the utilization of up to two (2) Compelling Personal Leave days, employees may use up to one additional Personal Leave day to attend his/her child's out-of-state college graduation.

12.3 BEREAVEMENT LEAVE

12.3.1 An employee shall be entitled to a maximum of five (5) days leave of absence without loss of salary on account of the death of any member of the employee's immediate family. If more time is required, the employee may use personal necessity leave provided under 12.2 above.

12.3.2 For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, step child, brother or sister of the employee or, any relative living in the immediate household of the employee.

12.3.3 Upon exhaustion of this leave, as well as personal necessity for bereavement purposes, the employee may request additional bereavement time, to be subtracted from available accumulated sick leave.

This additional leave is subject to approval by the County Superintendent or designee.

12.4 LEAVE FOR PREGNANCY DISABILITY

12.4.1 Employees are entitled to use sick leave as set forth in 12.1.1 and 12.1.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the County Superintendent or designee may require a verification of the extent of disability through a physical examination of the employee by a physician chosen by the employee from a panel of three physicians selected by the Employer.

12.4.2 The employee on leave for pregnancy disability shall be entitled to return to a position in the same classification and at the same pay range as that held at the time the leave commenced.

12.5 INDUSTRIAL ACCIDENT LEAVE

12.5.1 Employees will be entitled to industrial accident leave according to the provisions in Education Code Section 45192 for personal injury which have qualified for workers' compensation under the State statutes.

12.5.2 Such leave shall not exceed sixty (60) days during which the services/schools of the Employer are required to be in operation or when

the employee would otherwise have been performing work for the Employer in any one fiscal year for the same industrial accident.

12.5.3 The County Superintendent or designee has the right to have the employee examined by a physician of the Employer's workers' compensation carrier to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

12.5.4 For any days of absence from duty as a result of the same industrial accident or illness, the employee shall endorse to MCSOS any wage loss benefit check from the workers' compensation carrier which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the employee would have received as salary had there been no industrial accident or illness. If the employee fails to endorse to MCSOS any wage loss disability indemnity check received on account of the industrial accident or illness provided above, MCSOS shall deduct from the employee's salary warrant, the amount of such disability indemnity actually paid to and retained by the employee.

12.6 JUDICIAL LEAVE

12.6.1 Employees will be provided leave for regularly called jury duty and to appear as a witness in court, for matters employees witness while on duty. The employee shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave or within

one (1) day after receipt of official order.

12.6.2 An employee granted leave under this provision shall be compensated at the employee's regular rate of pay. Should an employee receive fees for jury duty, the employee shall endorse to the Employer any fees, exclusive of expenses for meals, mileage and/or parking allowances, received for such jury service which would make the total compensation from the jury duty and MCSOS exceed 100 percent of the amount the employee would have received as salary had there been no judicial leave. If the employee fails to endorse to the Employer any such jury fees, the Employer shall deduct from the employee's salary warrant, the amount of such jury fees actually paid to and retained by the employee.

12.7 MILITARY LEAVE

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

12.8 FAMILY MEDICAL LEAVE ACT

The provisions of the Federal Family Medical Leave Act and the Amended California Family Medical Leave Act shall be operative as applicable to this Agreement.

12.9 PARENTAL LEAVE

12.9.1 Employees who are not disabled due to pregnancy/childbirth are entitled to take up to twelve (12) workweeks for parental leave. Parental leave must be used

within the first twelve (12) months of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Parental leave must be used in a minimum of one (1) week increments. Employees may utilize sick leave during parental leave. In the event the employee has exhausted all sick leave and continues to be absent due to parental leave, he/she is entitled to receive differential pay during the remainder of the twelve (12) workweeks. Regardless of the amount of differential pay, employees shall receive no less than 50% of his/her daily rate of pay during the approved parental leave.

12.9.2 A "Request for Parental Leave" form must be completed by the employee and submitted to the immediate supervisor at least thirty (30) days prior to the beginning of the parental leave (Appendix D).

12.10 ADOPTION LEAVE

The Employer may grant an employee seeking to adopt a child up to five (5) days unpaid leave for the purpose of processing the adoption. Any leave request made pursuant to this section must be submitted by the employee ten (10) days in advance of the date of the requested leave.

12.11 ASSOCIATION LEAVE

Association representatives, as chosen by the Association membership, shall have a combined total of six (6) days of paid leave, with no per diem or mileage, to utilize for local, state, or national conferences or for conducting lawful business directly related to local Association/CSEA

affairs. These representatives shall be excused from school duties upon written request to the Superintendent or designee at least twenty-four (24) hours in advance. In addition to the above six (6) days, the Association President shall be granted an additional three (3) days of leave with the same terms and conditions as placed on the six (6) days.

12.12 BREAK IN SERVICE

No absence under any paid leave provisions of this Article shall be construed as 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 such paid leave.

12.13 A “Leave Requests Quick Reference – CSEA Employees” is available as Appendix E.

ARTICLE XIII: VACATIONS

13.1 ELIGIBILITY

All employees in the bargaining unit shall earn paid vacation time under this Article.

Vacation benefits are earned on a fiscal year basis, July 1 through June 30.

13.2 VACATION

Except as otherwise provided in this Article, vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned.

13.3 VACATION ACCUMULATION

For full time twelve (12) month employees working eight (8) hours per day, vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

Number of Years of Service Vacation Days Earned

Commencing First Year	12 days
Commencing Sixth Year	13 days
Commencing Seventh Year	14 days
Commencing Eighth Year	15 days
Commencing After Ten Years	17 days
Commencing Twentieth Year	20 days

Part-time employees working less than twelve (12) months per year, less than eight (8) hours per day, shall earn and accumulate vacation on a pro rata basis.

The following information reflects prorated amounts of vacation time for employees who work less than 12 months, 8 hours per day.

# of months of work	# of hours per day	# of years of service	Vacation Hours Accrued Per Mo.
10	8	1	8
		6	8.7
		7	9.4
		8	10
		10	11.4
		20	13.4
10	6	1	6
		6	6.5
		7	7.1
		8	7.5
		10	8.6
		20	10.1
10	5	1	5
		6	5.5
		7	5.9
		8	6.3
		10	7.2
		20	8.4
10	3.5	1	3.5
		6	3.8
		7	4.1
		8	4.4
		10	5.0
		20	5.9

For the first five years (until year 6), vacation time is included in monthly checks.

From the sixth year on, any additional earned time is paid at the end of the school year.

13.4 VACATION PAY

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

Less than full-time twelve (12) month employees shall be paid for all vacation time earned in lieu of paid time off.

13.5 VACATION PAY UPON TERMINATION

When an employee in the bargaining unit is terminated, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination, except vacation rights shall not become vested until the first (1st) day of the month following six (6) months of service.

13.6 HOLIDAYS

When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee will not have a vacation day deducted for each holiday falling within that period.

13.7 VACATION CARRYOVER

For full-time twelve (12) month employees only, vacation may be carried over from one fiscal year to the next. Maximum days which may be carried over to the next fiscal year are ten (10).

13.8 INTERRUPTION OF VACATION

A full-time twelve (12) month employee may interrupt or extend vacation in order to commence sick leave or bereavement leave upon notification to the immediate supervisor and Human Resources. Vacation days not used shall be reinstated.

The employee shall submit a doctor's verification of illness to use sick leave during a vacation or shall submit verification of bereavement leave.

ARTICLE XIV: HOLIDAYS

14.1 All employees shall be entitled to the paid holidays as attached in Appendix B provided the employee is in paid status during the work day immediately preceding or the work day immediately succeeding the holiday.

14.2 ADDITIONAL HOLIDAYS

Every day declared by the President or the Governor of this state as a public fast, mourning, thanksgiving holiday which requires the closing of the Employer's schools or facilities, or any day declared a holiday for employees by the Employer shall be considered additional holidays.

14.3 When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed unless designated otherwise by State or Federal authority, then it shall fall on the day designated by said authority. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed unless designated otherwise by State or Federal authority, then it shall fall on the day designated by said authority. When an employee is required to work on any said holiday, he/she shall be paid compensation, or given compensatory time off, for such work, in addition to regular pay received for the holiday, at the rate of one and one-half (1½) times the regular rate of pay.

14.3.1 Employees shall follow the holiday calendar for districts to which they have been assigned to by MCSOS.

14.4 PART-TIME EMPLOYEES

Part-time employees working less than eight (8) hours per day shall receive such holiday pay in the same proportions as such employee's regularly scheduled work week bears to forty (40) hours.

ARTICLE XV: VACANCIES/TRANSFERS/PROMOTIONS

15.1 VACANCY

For purposes of this Article, a vacancy shall be defined as an opening resulting from the resignation, retirement, death, or termination of an employee or the creation of a new position.

15.2 LATERAL TRANSFERS/PROMOTIONS

A lateral transfer is defined as an employee transferring from one position to another within the same salary range even if the transfer results in additional hours. (See Articles 10.6 and 10.7 for information regarding promotion and reclassification).

15.2.1 The Employer shall list all vacant positions on a voicemail job line for a minimum of five (5) working days. This job line number will be given to all current employees and may be accessed by any employee at his/her convenience. The Association President or designee will also receive a written notification of each vacancy. Employees interested in a vacant position must notify the Human Resources Office in writing of their interest. If fewer than three employees request a transfer, the Employer may expand the applicant pool to include individuals from the Substitute/Eligibility List. The applicant pool will not be expanded when current qualified employee(s) wish to be considered for the vacancy.

15.3 Criteria to be used by the Employer when considering employee transfers, promotions, or vacancies shall include:

1. Possession of the minimum qualifications required on the job description for the specific position to which the transfer is sought;
2. The applicant's knowledge, skills, experience, and education;
3. Performance evaluations;
4. Employer conducted interviews (if more than one qualified employee submits written notice of interest); and
5. If all the above factors are equal, seniority, defined as the date of hire, shall be the primary factor to be considered.

15.3.1 PROMOTION EVALUATION (FOR A PERMANENT EMPLOYEE WHO HAS BEEN PROMOTED)

Should the employee's performance be less than satisfactory during the probationary period of the new position, the supervisor shall prepare an evaluation with suggestions for correcting any deficiency(ies). If the employee's performance continues to fall short of the requirement of the position, he/she would be moved back to a classification within his/her former pay range (not necessarily his/her former position), based on seniority.

15.4 INVOLUNTARY TRANSFER

Involuntary transfer of bargaining unit members may be initiated by the Employer at any time whenever such involuntary transfer is in the best interest of the Employer. An employee affected by such involuntary transfer shall be given notice as soon as administratively practical; and a conference will be held between the appropriate management person, the employee, and the CSEA President or designee, in order

to discuss the reasons for the involuntary transfer.

15.5 TEMPORARY ASSIGNMENT OF PERMANENT EMPLOYEE

A permanent employee may be temporarily assigned to a different position not to exceed six (6) months. If administration makes the temporary position a regular position, said employee has first rights to the position provided performance has been satisfactory. If the temporary assignment ends, said employee would be moved back to a classification within his/her former pay range (not necessarily his/her former position).

ARTICLE XVI: HIRING

16.1 DISTRIBUTION OF JOB INFORMATION

Upon initial employment and upon any change in classification, a bargaining unit employee shall be provided with a copy of the applicable job description which will include a statement of the duties of the position.

16.2 CONTRACTING OUT

The Employer shall not contract out work which would cause the displacement of bargaining unit employees through layoff or reduction in hours unless the parties meet to negotiate the decision and the effects of such contracting out. Additionally, Employer agrees to comply with any relevant statute and/or court decision.

ARTICLE XVII: EVALUATIONS

17.1 PROBATIONARY EMPLOYEES

Each classified employee shall serve a probationary period not to exceed six (6) months or 130 days of paid service, whichever is longer. Days of paid service as used in this section means days actually worked, vacations, and statutorily designated holidays, but excludes leaves of absences related to illness, industrial accident, or pregnancy. This probationary period is the initial service in a regular assignment. The Employer shall evaluate probationary employees at approximately three (3) calendar months and five (5) calendar months.

17.2 PERMANENT EMPLOYEES

A permanent employee shall be evaluated annually for the period covering July 1 through April 30 to be received by the employee no later than the last working day in May. The employee may be evaluated more often at Supervisor's discretion. The evaluator shall be the employee's immediate supervisor or the Employer's designee who has knowledge of the employee's work performance.

17.2.1. EVALUATIONS

CSEA members are always encouraged to give input regarding program operations and staff performance.

17.3 FOLLOW-UP EVALUATION

Nothing in Section 17.2 above shall preclude an immediate supervisor or Employer designee from conducting a follow-up evaluation after the annual evaluation of a permanent employee who receives an overall rating of needs improvement and is

deficient in meeting the standards and requirements of MCSOS.

17.4 EVALUATION FORMS, CRITERIA, ETC.

The evaluation shall be in writing on forms authorized by the Employer. Prior to the evaluation, the criteria and procedure for evaluation shall be explained to the employee. Any negative evaluation (a rating of needs improvement and is deficient in meeting the standards and requirements of MCSOS) shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made.

17.5 EVALUATION CONFERENCE

Subsequent to the evaluation, an evaluation conference shall be scheduled between the employee and the evaluator. At the conference, the evaluator will present the written evaluation and discuss the matter with the employee. The employee shall sign the evaluation signifying only that he/she has read the document, and has been provided the opportunity of submitting a written response at any time which will be attached to the document and placed in the personnel file.

17.6 Nothing in this Article shall be construed to allow for the contents of any evaluation being subject to the formal grievance procedure.

ARTICLE XVIII: DISCIPLINARY PROCEDURE

Nothing arising under this Article, whether substantive or procedural, shall be subject to the Grievance Procedure.

SECTION 1: CLASSIFIED EMPLOYEE CLASSIFICATION

All classified employees of the Employer are assigned to fill one or more job descriptions and classified in one of several categories of employment status. Conditions of employment status are affected by the length of successful service to the Employer and the type of work to be accomplished. The several categories are outlined as follows:

1. **PROBATIONARY EMPLOYEE:** All new classified personnel employed to fill a regularly established position are employed on probationary status for the first six (6) months or 130 days of paid service, whichever is longer, and may be dismissed during this period without right of appeal or hearing. This period shall be used for determination of the employee's ability to meet the required standards of performance.
2. **PERMANENT EMPLOYEE:** Each person who has served as a probationary employee and has been recommended for regular status shall be classified as a permanent employee. Permanent employees shall only be dismissed for cause (see Grounds for Dismissal, Section 3).
3. **SUBSTITUTE AND SHORT-TERM EMPLOYEES:** Substitute and short-term employees employed and paid for less than 75 percent of a school year, part-time playground positions, apprentices, professional experts employed on a temporary basis for specific projects, full-time students employed part-time

and part-time college students employed part-time in a college work-study program shall not be part of the classified service. (Ed. Code 45103)

SECTION 2: DEMOTION, SUSPENSION, OR DISMISSAL OF PERMANENT CLASSIFIED EMPLOYEES

A permanent classified employee may be demoted, suspended, or dismissed by the County Superintendent for cause as provided in Section 3 of these rules; provided, however, that such action shall not be effective until written charges are filed and served upon the employee and the County Superintendent has taken action as herein provided, except as provided in Section 8. No disciplinary action shall be taken for any cause which arose prior to the employee's 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 Employer.

SECTION 3: GROUNDS FOR THE DISCIPLINARY ACTION OR DISMISSAL OF PERMANENT CLASSIFIED EMPLOYEES

One or more of the following causes shall be grounds for demotion, suspension, or dismissal of any permanent classified employee:

1. Incompetence or inefficiency in the performance of the duties of this position.
2. Inability to perform assigned duties due to failure to meet job qualifications (including, but not limited to, failure to possess required licenses; failure to pass required tests; or failure to be insurable at the standard rate for employees required to drive any vehicles as part of his/her employment).
3. Insubordination (including, but not limited to, refusal to do assigned work).

4. Carelessness or negligence in the performance of duty or in the case of use of Employer property.
5. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, or the public.
6. Dishonesty.
7. Drinking or possessing alcoholic beverages while on the job, or reporting for work while intoxicated.
8. Addiction to the use of narcotics or a restricted substance, use or possession of narcotics or restricted substances (not prescribed by a licensed physician), while on the job or reporting to work while under the influence of a narcotic or restricted substance (not prescribed by a licensed physician).
9. Engaging in political activity during assigned hours of employment.
10. Conviction of any crime involving moral turpitude.
11. Charged by complaint, indictment, or information with sex offense as defined in Education Code Section 44010.
12. Conviction of a narcotics offense as defined in Education Code Section 44011.
13. Conviction of a serious felony as listed in section 1192.7(c) of the Penal Code or a violent felony as listed in section 667.5(c) of the Penal Code.
14. Repeated and unexcused absence or tardiness.
15. Excessive absenteeism.

16. Falsifying any information supplied to the Employer, including, but not limited to, information supplied on application forms, employment records, or any of the Employer records.
17. Persistent violation or refusal to obey safety rules, regulations made applicable to the employee by the County Superintendent or by an appropriate state or local governmental agency.
18. Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
19. Willful or persistent violation of the Education Code or rules and regulations of the Employer.
20. Any willful conduct tending to injure the public service.
21. Abandonment of position.
22. Advocacy of overthrow of federal, state, or local government by force, violence, or other unlawful means.
23. Membership in the Communist Party.
24. Physical or mental incapacity.

This section shall not be construed to prevent layoffs for lack of work or lack of funds.

SECTION 4: NOTICE OF PROPOSED DISCIPLINARY ACTION TO PERMANENT CLASSIFIED EMPLOYEES

Notification to a permanent employee of proposed disciplinary action shall be

deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. Certified Mail, postage prepaid and addressed to the last known address of the employee.

The notification to the employee shall contain the following:

1. A statement of the specific acts and omissions upon which the disciplinary action is based;
2. A statement of the cause for the action taken;
3. If it is claimed that the employee has violated a rule or regulation of the County Superintendent, a statement of the rule or regulation;
4. A statement of the action proposed to the County Superintendent;
5. A statement that the employee has a right to a hearing on such charges if demanded within five (5) working days after service of the notice to the employee;
6. A card or paper, the signing and filing of which with the County Superintendent shall constitute a demand for hearing, and denial of all charges.

SECTION 5: HEARING ON DEMOTION, SUSPENSION, OR DISMISSAL OF PERMANENT CLASSIFIED EMPLOYEES

Not less than ten (10) working days or more than thirty (30) working days after receipt of a demand for a hearing by a permanent employee who has been given notice of proposed demotion, suspension, or dismissal, the County Superintendent shall hold such hearing at a time and place designated by the County Superintendent. The employee shall be given at least five (5) working days written notice of the time and place of the

hearing unless such notice is specifically waived by him/her. The employee and employer shall be afforded equal opportunity to present evidence.

At the close of the hearing, the County Superintendent shall render his/her decision, which shall be final except for any right to judicial review.

**SECTION 6: WAIVER OF HEARING ON DEMOTION, SUSPENSION, OR
DISMISSAL OF PERMANENT CLASSIFIED EMPLOYEE**

If the employee fails to make a timely request for a hearing, the County Superintendent may act upon said charges without a hearing and without notice to the employee of the time and place of the County Superintendent's action on the charges.

**SECTION 7: DISCIPLINARY PENALTIES IMPOSED BY THE COUNTY
SUPERINTENDENT**

If the County Superintendent finds that sufficient cause exists, he/she may impose disciplinary action proposed by the employer's designee or he/she may impose a lesser disciplinary penalty.

**SECTION 8: IMMEDIATE DEMOTION OR SUSPENSION WITHOUT PAY OR
BENEFITS OF PERMANENT CLASSIFIED EMPLOYEES**

If the Employer determines that pending a hearing before the County Superintendent on the demotion, suspension, or dismissal of a permanent classified employee that the immediate demotion or suspension of the employee without pay would be in the best interests of the Employer, the following procedure shall be initiated prior to imposing the demotion or suspension:

1. In addition to the written notice of the proposed disciplinary action as provided in Section 4, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based and

his/her right to respond to those charges both orally at a conference and in writing.

2. The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.
3. The demotion or suspension action should be discussed prior to its occurrence at a conference with the County Superintendent or his/her designee during which time the employee shall have the right to present any rebutting evidence.

Nothing in this section shall be construed to prohibit an immediate interim suspension prior to notice and a conference where an immediate suspension is required to protect lives or property, provided that:

1. The suspended employee is given written notice in person or by deposit in U.S. Certified Mail of the charges upon which the suspension was based within one working day after suspension;
2. The employee is notified of his/her right to file a written response or to have a conference with the appropriate administrator;
3. A reasonable opportunity is afforded the employee for conference within five (5) working days from the date of suspension.

Any employee charged with the commission of any sex offense as defined in Education Code Section 44010 or any narcotics offense as defined in Section 44011 of the Education Code by complaint, information, or indictment filed in a court of competent

jurisdiction may be suspended as provided for in Section 45304 of the Education Code.

**SECTION 9: COMPENSATION FOR LOSS OF SALARY DURING DEMOTION OR
SUSPENSION WITHOUT PAY**

If recommended disciplinary action against the employee is not upheld by the County Superintendent, the employee shall be compensated for any loss of salary resulting from a demotion or suspension without pay prior to the hearing.

ARTICLE XIX: LEAVE OF ABSENCE FOR RETRAINING AND STUDY LEAVE

- 19.1 The Employer may grant any classified employee a leave of absence not to exceed one (1) year for the purpose of retraining the employee to meet changing conditions within the Office.
- 19.2 The Employer may provide that such leave of absence shall be taken in separate six (6) month periods or in any other appropriate periods, rather than for a continuous one (1) year period; provided that the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate period shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.
- 19.3 No leave of absence shall be granted to any classified employee for study and/or retraining purposes who has not rendered service to the employer for at least three (3) consecutive years. No more than one such leave of absence for study purposes shall be granted in each three (3) year period.
- 19.4 Any leave of absence granted under this Article shall not be deemed a break in service for any purposes.

ARTICLE XX: PROFESSIONAL GROWTH

20.1 Introduction

The Professional Growth Program for classified employees is designed to promote educational activities which would assist the classified employee in acquiring the knowledge and skills needed to reach the maximum level of their professional potential; to promote safe working practices and procedures; to provide the employee with opportunities to learn better and more efficient ways to perform their duties; to stimulate the employee to reach and maintain higher levels of productivity and job effectiveness; and to encourage the employee to improve his/her relations with students, other employees, and the public.

20.2 Definition of the Program

It is an organized program designed to give the classified employee incentive to improve skills, to encourage employees to contribute more to the educational program of the schools, and to improve work performance.

20.3 Definition of Professional Growth

It is the continuous purposeful encouragement in study and related activities by classified employees to retain and extend high standards of job performance.

20.4 Professional Growth is being developed if any of the following occur:

20.4.1. The experience reflects increased knowledge, understanding, and skills related to the field of education.

20.4.2 It provides additional training for the position to which the employee is assigned.

20.5 Professional Growth Committee

This committee shall be formed for the purpose of evaluating activities for professional growth credit for all areas of the classified services and presenting all recommendations to the County Superintendent (or designee) for approval.

20.5.1 Membership

Two member representatives from CSEA Chapter #713 and two member representatives appointed by the Employer. One member of each group will be on a staggered term. Each term is two years.

20.5.2 Appointment to Committee

Committee members will be appointed by their respective groups.

20.5.3 Vacancies

A vacancy in a position shall be filled for the balance of the unexpired term in the same manner that members are initially appointed.

20.5.4 Duties and Functions

The duties of the committee shall be as follows:

- a. To evaluate and recommend to the Chief Human Resources Officer, policies and procedures to implement and operate the Professional Growth Program.
- b. To establish necessary meeting schedules and procedures for the conduct of committee members. The committee shall meet at least once per year. Meeting times shall commence at whatever time is mutually agreeable to the members of the committee.

- c. To assess educational needs of various categories of the classified staff and recommend course titles.
- d. To recommend criteria for approval or disapproval of employee's education activities.
- e. To initially recommend the formula for unit value on all professional growth activities.
- f. To review upon the written request of the employee an application which has been denied. The committee would meet to review the request within ten (10) working days of the date of request. Denials shall be in written form to the employee and a copy to the Chief Human Resources Officer.

20.6 Eligibility of employees for participating in the Professional Growth Program:

20.6.1. Eligible employees are persons in the classified service who have completed their probationary period.

20.6.2. Units earned while on probationary status may be applied toward the first increment provided that the employee has complied with the other Professional Growth regulations and receives permanent status.

20.7 Voluntary Professional Growth Units

The committee will recommend the approval in advance of increment units which may be earned in the following types of professional growth activities:

20.7.1. Semester Units and/or Quarter Units:

University, college (two and four year): A formal course description shall

accompany all initial requests for unit credit for consideration; professional growth unit credit being the same as the unit credits earned for the specific class taken. Courses to be accepted must be accompanied by a transcript and a course description may be required.

20.7.2 Other than College/University Units of Credit Semester/Quarter):

a. (High school operated) Adult School Courses (not including those required for or which lead to the high school diploma or G.E.D. certificate): 1 unit (adult school) = .3 college equivalent semester unit (10 adult units = three college equivalent semester units). The Professional Growth Committee may authorize full college equivalent semester units for pre-approved college courses. Courses to be accepted must be accompanied by a transcript and a course description may be required.

b. Seminars/Workshops

15 hours of Continuing Education Credit (C.E.) = 1 college equivalent semester unit. Credit will be granted when both an official seminar/workshop description and verification of successful completion are submitted.

20.7.3. Courses or activities for professional growth increments may not be repeated for credit.

20.7.4. If an employee's job classification changes (within the CSEA unit) after he/she has initiated a professional growth plan, any approved coursework

which has been started and/or completed at such time shall apply towards a professional growth award. If an employee's job classification changes and he/she is no longer part of the CSEA bargaining unit, any approved coursework which has been started and/or completed during that school year, shall apply towards a professional growth award. If such units equal 12 or more, the professional growth unit(s) shall be paid on the June 30th payroll. However, no professional growth units will be paid thereafter.

- 20.7.5 If a CSEA employee terminates and is subsequently rehired, no previously earned professional growth units will be honored.
- 20.7.6. No credit will be given for units earned on Employer's time or at Employer's expense, nor for coursework considered as condition for initial or continued employment (such as bus driver certificates).
- 20.7.7. No credit will be given to an employee for units earned prior to employment by the Employer.
- 20.7.8. If units are earned in excess of those required for a professional growth increment, a maximum of ten (10) units may be carried over for the succeeding increment. In any event, units may be carried over year to year until the employee has earned the 12 units necessary for the per annum award.
- 20.7.9 Waiver: An employee desiring to seek an exception to rules governing granting of credit or courses thereof for good cause shall submit the request to the committee in writing. The committee will make its

recommendation to the Chief Human Resources Officer for final action.

20.7.10. An employee's Professional Growth Record, together with appropriate verification, will be kept on file in the Human Resources Office.

20.7.11. In case of a bona fide emergency where course approval is required and the committee cannot be convened in a reasonable time frame, the employee shall submit his/her request to the Chief Human Resources Officer for interim approval until the committee meets.

20.8 Increment Plan

A professional growth award will represent the completion of twelve (12) semester units or equivalent increment points. Each professional growth award shall equal \$100.

20.8.1. A maximum of ten (10) equivalent increment points is allowable towards credit or a professional growth award. (Equivalent increment points, as determined by provisions in this contract for institutes, lectures, seminars, workshops, and in-service education and training are outlined above).

20.8.2 The professional growth award shall be paid to the employee on June 30th, and each succeeding year thereafter.

20.8.3 There shall be a maximum of five (5) professional growth awards.

20.8.4 A classified employee who is granted an approved leave of absence to pursue an educational study plan at an institution of higher learning may apply for a waiver to the ten (10) unit carry over rule above as per 20.7.8. Such request will be submitted to the committee who will then make its

recommendation to the Chief Human Resources Officer.

- 20.8.5 The implementation of this program will permit employees meeting all eligibility requirements to receive credit for approved activities undertaken after July 1, 1989. In order to receive credit for a class, the employee must have registered to take the course following his/her date of hire as a regular employee. The forms to be used in requesting professional growth credit can be obtained from Human Resources.
- 20.9 Professional Growth step advancement will be granted yearly. Submission of verification of units or unit equivalents (transcripts, etc.) authorizing advancement (12 units) must be made by June 1 in order for Professional Growth Awards to be made that year. Where Professional Growth Awards are made once (12 units) and no additional units are submitted, the employee need not resubmit for the original award each successive year.
- 20.10 The Professional Growth Committee may approve the reimbursement for required textbooks not to exceed \$100 per fiscal year. Receipts must be submitted. Should book costs exceed \$100, the employee may apply to access the “book reimbursement pool” (which is \$1,500 overall).

ARTICLE XXI: SALARY AND HEALTH BENEFITS

21.1 Salary schedules are found in Appendix A.

21.2 Employees hired on or before December 6, 2018 will receive longevity pay as follows: Effective the month following completion of ten years continuous, full time satisfactory service with the MCSOS and every five years thereafter, exclusive of approved leave without pay, any employee in the classified service shall in addition to his/her current salary, receive longevity pay in an amount equal to five percent of his current salary for each longevity period for a total of twenty (20) years (15% total longevity steps maximum). Attainment of longevity pay shall not change any employee's salary anniversary date. Any current employee who is receiving longevity steps beyond the twenty (20) year step shall be Y-rated at that level, but still be entitled to COLAs.

Employees hired on or after December 7, 2018, and who have been with MCSOS for eight (8) years of continuous service will receive an annual longevity payment of \$500 upon commencing their 9th continuous year of service; likewise the amount of payment for continuous service will increase to \$750 per annum upon commencing their 12th continuous year of service; likewise the amount of payment for continuous service will increase to \$1000 per annum upon commencing their 15th continuous year of service; likewise the amount of payment for continuous service will increase to \$1500 per annum upon commencing their 18th continuous year of service; likewise the amount of payment for continuous service will increase to \$2000 per annum upon commencing their 20th continuous year of service; likewise the amount

of payment for continuous service will increase to \$2500 per annum upon commencing their 26th continuous year of service.

- 21.3 A composite rate shall be paid for each full-time employee which covers health, dental, orthodontia, and vision for the employee and family. The cap is found in Appendix A. Employees may choose between four (4) Blue Cross Plans and one HMO Plan. Employees will be responsible for paying the additional cost above the cap. For part-time employees who work half-time or more, the employer will pay the pro-rata premium according to the percentage of time worked. The employee will be responsible for paying the balance of the insurance cost. Employees have the option of a Section 125 plan to reduce the actual out of pocket expense.
- 21.4 For employees “grandfathered-in” (employees hired prior to November 1, 1988) full health coverage would continue for four hour plus employees up to an annual rate of \$13,390.
- 21.5 Each employee hired prior to April 15, 1990, shall have a composite rate paid for health insurance by the Employer, for each retiree and his/her eligible dependents provided he/she qualified according to policy adopted by the Board of Education (BP 3601). If the insurance is not selected by the employee, the above shall not be applicable.

ARTICLE XXII: LAYOFF/REEMPLOYMENT PROCEDURES

22.1 LAYOFF OF CLASSIFIED EMPLOYEES

A layoff is a separation from the classified service for lack of work or lack of funds.

Layoff may occur for any of the following reasons:

- 22.1.1. Reduction or elimination of service.
- 22.1.2. The expiration of a specially funded program.
- 22.1.3 Actual and existing financial inability to pay salaries of classified employees, or a layoff for lack of work resulting from causes not foreseeable or preventable by the governing board. In such cases, the notice requirement contained in Section 22.3 hereof need not be satisfied by the Employer.

22.2 ORDER OF LAYOFF

- 22.2.1 The definition of class for purposes of this Agreement is to be a group of classifications relating to the same work in which the employee possesses skills. The definition of classification for purposes of this Agreement will be the specific job title of any position held by an employee.
- 22.2.2 Whenever a classified employee is laid off, the order of layoff in the "class" shall be determined by length of service. The employee who has been employed the shortest time in the "class" shall be laid off first.
- 22.2.3 "Length of service" means seniority shall be calculated by "date of hire" by the MCSOS into a bargaining unit "classification" within the class.

“Date of hire” means the first date in paid status in a “classification.”

Substitute service is not counted.

- 22.2.4 If two (2) or more employees subject to layoff have equal class seniority, the determination as to who should be laid off first shall be made on the basis of the hire date or, if that is equal, the determination shall be made based on the last four (4) digits of the Social Security numbers. The individual whose last four (4) digits are nearest to 0000 shall be laid off.

22.3 NOTICE OF LAYOFF

- 22.3.1 Employees to be laid off at the end of the school year shall be given written notice on or before April 29th informing him/her of his/her layoff effective at the end of the school year. Employees to be laid off other than June 30th shall be notified in writing by the Employer at least sixty (60) days prior to the effective date of layoff.
- a. Such written notice shall be served personally upon such employees or sent by certified mail to affected employees at their last address given to the Employer, not less than sixty (60) days prior to the effective date of the layoff. A termination interview with the Superintendent’s designee shall be scheduled during normal working hours. At the termination interview, the employee may have a CSEA representative accompany him/her.
 - b. The notice shall contain:
 - (1) The reason for layoff and its effective date.

- (2) The employee's displacement rights, if any.
- (3) The employee's reemployment rights.
- c. The effective date of layoff shall be the first workday following the last actual working day for any employee.

22.4 SENIORITY RECORD

Each employee in the bargaining unit shall be supplied with a hire date seniority list of all bargaining unit employees on the effective date of this Agreement or as soon thereafter as possible. Annually, every October, each employee in the unit shall be supplied with an updated list through the end of the previous fiscal year. The list shall indicate the employee's present and previous classifications held, the date of assignment, and notation of all unpaid leaves (except FMLA) for each classification worked. An employee must submit any correction to the list within thirty (30) days of receiving the list or such correction shall be waived.

22.5 REEMPLOYMENT RIGHTS UPON LAYOFF

22.5.1. Persons who have been laid off because of lack of work or lack of funds are eligible for reemployment in the class from which laid off for up to 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations during the 39-month period.

22.5.2 Seniority earned within the class and higher classes up to the effective date of layoff shall be reinstated to the employee who is subsequently reemployed within the statutory reemployment period.

22.5.3 An employee on a reemployment list shall be notified in writing by the Employer of any opening(s) for which the employee is eligible. Such notice shall be sent by regular mail to the last known home address of such employee. However, if the employee declines three offers for open positions, the employee will no longer be notified in writing of openings. The employee may access the voicemail job line to check the availability of openings.

22.6 VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION IN HOURS

22.6.1 Affected employees who take voluntary demotions or voluntary reductions in assigned time, in lieu of layoff (or elect to remain in their present positions rather than be reclassified or reassigned), shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

22.6.2 Affected employees who take voluntary demotions or voluntary reductions in assigned time, in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available.

22.6.3 The Employer shall keep a valid reemployment list by classification and affected employees shall be ranked on that list in accordance with their proper seniority.

22.6.4 Employees returning from layoff to a lower class or with reduced hours shall receive all rights of this section.

22.7 MAINTENANCE OF BENEFITS

22.7.1 Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid with the final pay warrant due the employee.

22.7.2 Sick leave hours earned and unused at the time of layoff shall be restored to the employee upon reemployment within the statutory reemployment period.

22.7.3 Employees to be laid off shall be permitted to use up to one (1) day of his/her available personal necessity leave as provided herein. Such employees may elect to use such day of personal necessity leave for seeking outside employment and/or attending job interviews. However, prior to the use of such leave, the employee must submit to the Employer a written request at least 24 hours in advance and obtain Employer approval thereof.

22.8 BUMPING RIGHTS

22.8.1 An employee laid off in his/her present class may elect to bump into an equal or lower class in which such employee has previously worked and gained permanency. Such bumping rights shall be based upon the employee's length of service.

22.8.2 An employee voluntarily electing to exercise bumping rights as indicated by the Employer or to accept a voluntary reduction in assigned time shall

be given ten work days from the date of receipt of his/her layoff notice to notify the Employer of his/her intention to exercise such bumping rights or to accept such voluntary reduction in assigned time.

22.9 ELECTION OF RETIREMENT IN LIEU OF LAYOFF

Any person who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The Employer shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If he/she is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the Employer shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

ARTICLE XXIII: SAFETY

23.1 EMPLOYER COMPLIANCE

The Employer recognizes its obligation to conform to and comply with all health, safety, and sanitation requirements imposed by State or Federal law or regulations adopted under State or Federal law.

23.2 Every unit member shall report unsafe working conditions to his/her immediate supervisor.

23.3 If, upon investigation, the Employer determines that an unsafe condition exists, the Employer shall correct the situation as soon as possible.

23.4 No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 23.1.

23.5 Nothing in this Article shall be construed to allow any unsafe condition being subject to the grievance procedure.

ARTICLE XXIV: NO LOCKOUT

- 24.1 During the term of this Agreement, the Employer agrees not to engage in any lockout of employees covered by this Agreement.
- 24.2 It is also agreed and understood that there will be no strike, work stoppage, sick-out, work slowdown, or refusal to perform job functions during the term of this Agreement by employees in the bargaining unit.

ARTICLE XXV: SEVERABILITY ARTICLE

25.1 SAVING CLAUSE

If any provision of this Agreement or any application thereof to any bargaining unit member(s) is held to be contrary to law by the final decision of a court of competent jurisdiction, such provision will be deemed invalid to the extent required by such a decision, but all other provisions will continue in full force and effect.

25.2 REPLACEMENT OF INVALID PROVISION

In the event of invalidation of any Article or Section of this Agreement, as described above, the parties agree to meet and negotiate as soon as possible for the purpose of attempting to negotiate a replacement for such invalidated Article or Section.

ARTICLE XXVI: EFFECT OF AGREEMENT

- 26.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over the Employer practices, procedures, and handbooks.

ARTICLE XXVII: NEGOTIATIONS

27.1 COMMENCEMENT OF NEGOTIATIONS

Upon completion of the public notice requirements of Government Code Section 3540 et seq., the parties will commence negotiations as soon as possible.

27.2 RELEASE TIME FOR NEGOTIATIONS

CSEA shall have the right to designate a total of five (5) employees (four employees and the President) who shall be given reasonable release time to prepare for and participate in negotiations, as long as no two (2) employees are from the same worksite in the same classification.

27.3 RATIFICATION OF ADDITIONS OR CHANGES

Any additions or changes in this Agreement, as a result of negotiations on reopeners or concerning a successor agreement, shall not be effective unless reduced to writing and properly ratified and signed by both parties. However, any tentative agreements reached by the parties prior to ratification shall be fully supported by the parties in seeking ratification.

ARTICLE XXVIII: DURATION

28.1 This Agreement shall become effective on the date of approval and shall continue in full force and effect through June 30, 2024, and thereafter, until a successor agreement is negotiated.

28.2 CONTRACT RENEWAL

The Association is to submit its initial contract proposal for the 2024-2025 term by March 15, 2024.

Signed and entered into this _____ day of _____, 2023.

MADERA COUNTY SUPERINTENDENT
OF SCHOOLS

CSEA CHAPTER 713

County Superintendent

President