

COLLECTIVE BARGAINING A G R E E M E N T

**Morgan Hill Unified School District
and
Morgan Hill Classified Employees
Association**

July 1, 2018 through June 30, 2021

Ratified August 24, 2018

The Governing Board of the Morgan Hill Unified School District is committed to equal opportunity for all individuals in education. Morgan Hill Unified School District programs and activities do not discriminate on the basis of gender, gender identity, age, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation or the perception of one or more of such characteristics. The Board shall promote programs, which ensure that discriminatory practices are eliminated in all district activities. Reference: Board Policy 0410

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ARTICLE 1 - AGREEMENT

This is an agreement made and entered into by and between the Morgan Hill Unified School District (hereinafter referred to as "District") and the Morgan Hill Classified Employees Association (hereinafter referred to as "Association"), an employee organization.

ARTICLE 2 - RECOGNITION

The District recognizes the Association as the exclusive bargaining representative, pursuant to Article 5 of the Educational Employment Relations Act, for the following classified employees, hereinafter referred to as "Association Members."

- 2.1 All persons who are members of the classified service as defined by Education Code Sections 45256, 45257, and 45259, except for those persons who serve in positions designated by the District as Management, Supervisory, or Confidential, and except for those persons who are designated substitutes, limited term, and any other person who is properly employed by a procedure outside the normal merit system regulations.
- 2.2 Newly created positions shall be designated by the District as non-Association Members, Association Members, management, supervisory, or confidential employees.
- 2.3 Changes in job descriptions shall not be considered newly created positions. A required meet and confer process shall occur prior to the creation of any new classified position.

ARTICLE 3 - RIGHTS

3.1 District Rights

- 3.1.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. These powers and that authority include, but are not limited to, the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work except work which would result in the displacement of bargaining Association Members who customarily and routinely perform such work; hire, assign, evaluate, promote, terminate, and discipline employees.
- 3.1.2 The exercise of the foregoing and the use of judgment and discretion in connection therewith, shall be limited by the terms and conditions of this Agreement, and then only to the extent such terms and conditions are in conformance with law.
- 3.1.3 Emergency: Further, the District retains all of its powers and authority to take action on any matter in the event of an emergency. An emergency is any situation or potential situation, determined by the District, or any public agency responsible for the general health, safety, or well-being of students or employees, which may disrupt the educational programs or support services of the District or may result in unexpected damage or loss to District property.

3.2 Association Rights

- 3.2.1 The Association shall have the right to meet informally with Association Members in District facilities during Association Members' non-work time. Such informal meeting shall not interfere with any other employees in the performance of their duties or the exercise of their rest or lunch periods nor with any school/District activity. The Association has the right to represent Association members' interests, including the right to legal counsel as it relates to this contract and authorized by the Association's Executive Board.
- 3.2.2 A MHCEA representative or designee shall have the right to full pay status when attending a meeting called by the District regarding a disciplinary or grievance proceeding. The Association member shall obtain approval from their immediate supervisor or designee prior to the meeting. If approval is denied, the meeting will be rescheduled.

- 3.2.3 The Association shall have the right to authorize reasonable release time to Association Members serving on the Association bargaining teams for the purpose of collective bargaining up to a maximum of eighty (80) hours for a successor agreement or sixty (60) hours for reopening negotiations. For the purposes of this section release time shall be counted against the stated maximum only when the District provides a substitute for an Association member serving on the Association bargaining team. Not more than six (6) Association Members shall be released at any one time. The amount of release time may be extended when mutually agreed upon by the Association and the District.

MHCEA President Leave: The District agrees to provide the President up to a total of eighty (80) hours of release time per fiscal year to perform the collective business of the District and the Association. Approval for such release time must be secured by the President's immediate supervisor at least two (2) working days prior to the anticipated absence. The advance notice may only be waived in emergency situations and with approval of the President's immediate supervisor. The Association shall create a log for recording and reporting of release time and the log shall be reviewed periodically, no less than a quarterly basis, by both parties. The Association agrees to pay by June 30th of each fiscal year at the current President's rate of pay, including all statutory benefits, for all release time related to Association business and any collective business that exceeds 80 hours, unless mutually agreed to in advance to increase the released hours.

- 3.2.4 The Association shall be given an opportunity to meet and confer regarding the impact of the student calendar on the Association prior to its adoption by the Board of Education. It is the intent of the District to give a copy of the calendar as far in advance as possible to allow the Association a meaningful opportunity to review the calendar.
- 3.2.5 The Association shall have the right to hold meetings with Association Members in District facilities upon the execution and approval of an "Application and Agreement for Use of School Facilities, Equipment or Grounds" provided such meetings do not interfere with school programs. Individual members on duty may attend said meetings only with the approval of their immediate supervisor. Lost work time from attending such meetings shall either be made up within the pay period or deducted from the Association member's next monthly check.
- 3.2.6 The Association will not directly or indirectly interfere with the right of any Association member to refrain from listening or speaking to an Association representative.
- 3.2.7 The Association shall have use of worksite mailboxes and bulletin board space, as designated by the District, subject to the following conditions:
- 3.2.7.1 All posted material and items placed in the worksite mailboxes

shall contain the date of posting or distribution and the identification of the Association.

- 3.2.8 The District and the Association shall equally share the costs associated with printing an agreed upon number of copies of this Agreement.
- 3.2.9 The Association shall have the right to name one member to serve on District Advisory Committees, which are considering matters directly affecting Association Members.
- 3.2.10 The District will grant release time for Association representatives to attend Association related conferences agreed upon in advance by the District and Association. The Association shall reimburse the District for the wages and statutory benefits of the released representatives.
- 3.2.11 No worker shall be discriminated against in violation of the law because of race, religious creed, color, national origin, age, ancestry, physical and/or mental disability, medical condition, genetic information, marital status, sex (childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, age, sexual orientation, and military and/or veteran status, Association activities or political affiliations.
- 3.2.12 The District and Association affirm the principle that harmonious labor-management relations are to be promoted and furthered.

3.3 Payroll Deductions

The District shall, upon appropriate written revocable authorization from any Association member, deduct and make appropriate remittance for Association dues, insurance premiums, or other plans or programs jointly approved by the Association and the District. Nothing contained in this Article shall prohibit an employee from paying dues or service fees directly to MHCEA.

With respect to all sums deducted by the District pursuant to authorization of the Association member, the District agrees promptly to remit such monies to MHCEA accompanied by an alphabetical list of Association members for whom such deductions have been made.

The Association shall indemnify and hold harmless the District against any and all loss because of civil or other action resulting from administration and implementation of this Article.

3.4 Organizational Security

- 3.4.1 The District agrees to deduct from participating bargaining Association Members such Association dues authorized in writing by the worker as prescribed by the Association. Notations on the pay stub shall make it clear the worker is paying dues as long as the payroll system permits. Deductions for Association dues shall be paid to the Association monthly, together with a written statement of the names and amount

deducted. These dues shall be deducted from the employees' regular end of the month pay and shall be calculated on base pay. All Association members who have made an authorization for the deduction of Association dues which authorization is in effect on the effective date of this Agreement, shall have such deduction continued.

3.4.2 **New Hires.** All classified employees identified in Article 2 at the time of hire may enter into the Association, and must execute an authorization for the payroll deduction of Association dues.

3.4.2.1 The District shall upon request, will notify the Association of the names, employee identification numbers, home addresses and work location of all newly-hired Association members.

3.4.2.2 The Human Resources department shall defer in-processing orientation of new employees regarding all Association matters to the sites or departments to which new employees are assigned. Association representatives shall be allowed sufficient release time, without loss of pay, in order to orient the new employees.

3.4.3 **Exclusive Right.** The Association shall have the sole and exclusive right to have membership fees deducted by the District on payroll authorization forms for all Association Members covered by the Agreement.

3.4.4 **Hold Harmless.** The Association shall indemnify, defend, and hold the District harmless from any and all claims, demands, or law suits, or any other action arising from the organizational security provisions contained herein, or from complying with any demand for deduction, or revocation hereunder.

ARTICLE 4 - WAGES

4.1 Longevity Pay

- 4.1.1 An Association member, on his/her anniversary advancement date, shall be eligible for longevity pay according to the following schedule. Calculations are based on the employee's regular range and step rate.

Beginning of the 10th year of service in the District 5%

Beginning of the 15th year of service in the District 8 1/2%

Beginning of the 20th year of service in the District 10%

Beginning of the 25th year of service in the District 12%

Beginning of the 30th year of service in the District 15%

- 4.1.2 If an Association member is absent without pay for more than ten (10) paid days in any calendar month of his/her work year, the longevity advancement date shall be postponed one (1) month.

- 4.1.3 For each twenty (20) consecutive day increment of sub-differential status an employee's longevity advancement date shall be postponed one (1) month.

- 4.1.4 To be eligible for a longevity pay increase, an Association member must have a current satisfactory evaluation.

4.2 Overtime Pay

- 4.2.1 Overtime shall be compensated at one and one-half (1 1/2) times the regular hourly rate.

- 4.2.2 Overtime shall be compensated under the following terms:

4.2.2.1 Association members shall be compensated at the overtime rate for any work required or allowed to be performed in excess of eight (8) hours per day, or forty (40) hours per week.

4.2.2.2 Association members working four (4) hours or more per day during a five (5) consecutive day work week shall be compensated at the overtime rate for any work required to be performed on the sixth (6th) and seventh (7th) consecutive day following the commencement of the work week.

4.2.2.3 Association members having an average work day of less than four (4) hours during a five (5) consecutive day work week shall be compensated at the overtime rate for any work to be

performed on the seventh (7th) day following the commencement of their work week.

4.2.2.4 Association members working a four (4) day, ten (10) hour per day work week shall be compensated at the overtime rate for any work required to be performed in excess of ten (10) hours per day or on the fifth (5th), sixth (6th) and seventh (7th) consecutive day.

4.2.3 Except in the event of an emergency, no payment shall be allowed for overtime unless the overtime was authorized in advance by the employee's supervisor.

4.2.4 The District will attempt to distribute overtime in a fair and equitable manner among Association Members in the same class within each administrative Association consistent with the need of the District. Any Association member shall have the right to reject any request for overtime except in the event of an emergency.

4.2.5 For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, or other paid leave of absence shall be considered as time worked by the employee.

4.3 Holiday Pay

When an Association member is required to work on any holiday, he/she shall be paid compensation, or given compensatory time off, for such work in addition to the regular pay received for the holiday, at the rate of one and one-half (1 1/2) times his/her regular rate of pay.

4.4 Additional Hours Outside of Regular Assignment

4.4.1 Regular employees hired as hourly substitutes on a temporary short-term basis or in established positions, within the same classification, at times outside of their normal work year or work hours if regularly employed less than full time will be placed on the salary range and step of the appropriate job class which is equal to their current salary range and step if the temporary service is in a job class which is equal to the employee's current job assignment. Compensation for services in lower or higher level related job classification will be at the "P" step hourly equivalent of the appropriate job classification.

4.4.2 Any employee who will be receiving a lower rate of pay than their regular job classification for additional hours will be notified in writing in advance regarding the appropriate job classification and salary level of the work to be performed prior to beginning additional job assignment.

4.4.3 Summer school work is excluded from this article and is outside the collective bargaining agreement.

4.5 Differential Pay

4.5.1 Night Shift Differential. Association members working (a) shift which ends after 7:00 p.m. shall be paid a shift differential premium of five percent (5%) above the regular rate of pay for all hours worked.

4.5.2 Mechanic Differential. During the term of the Morgan Hill Unified School District Vehicle Maintenance Agreement with the City of Morgan Hill and/or the Agreement with Santa Clara County, all mechanics shall be paid a five percent (5%) mechanic differential above the regular rate of pay for all hours worked.

4.6 Callback

Any employee called back to work, in the event of an emergency, after having completed his/her regular shift for the day, shall receive at least two (2) hours of compensation.

4.7 Bilingual Stipend

Some positions within the District require bilingual skills as a minimum qualification upon hire. Other Association members who are certified by the District as bilingual, and who will be required by management to use their language skills during their work hours in paid status, will be paid a stipend of fifty dollars (\$50) a month. The stipend is to acknowledge verbal translation that is completed on an as-needed basis and is a part of the regular work schedule. Any work required beyond the scheduled work day – whether further verbal translation or the employee's regular work not finished because of translation during the work day – will be submitted on a time sheet and paid at the appropriate rate.

4.8 Professional Growth

Association Members will receive ongoing annual compensation for proof of completion of the following degrees:

| | | |
|-------------------|---------|---|
| Associates Degree | \$250 | (Does not cumulate with any other degree) |
| Bachelor's Degree | \$500 | |
| Master's Degree | \$1,500 | |

Stipends are cumulative (except for the Associates Degree) not to exceed \$2,000.

Grandfather clause for current Association members:

- Stipend from previous Professional Growth cannot be combined with the degrees above;
- No Association members will receive less than their current stipend (2011-2012);
- No Association members under past, current or future professional growth language will ever receive more than \$1500; and
- No Association member shall receive more than their current stipends (2011-2012 school year) regardless of the units on file with the Human Resources

Department unless they achieve a degree listed above.

4.9 Mileage

Association Members who are authorized by the District to use their own automobiles in the performance of their assigned duties shall be reimbursed for all such travel at the I.R.S. reimbursable rate.

4.10 Job Training

The District may require an employee to participate in a program of job training to improve and/or update the employee's skills.

4.10.1 The training must be directly related to the duties of the employee's job group.

4.10.2 The employee participating in a job training program shall be compensated at the employee's regular rate of pay for time spent in training.

4.10.3 The District shall pay the full cost of the training including tuition and course materials. Transportation, meals and lodging expenses shall be reimbursed at District-established rates.

4.11 Salary Schedules

Beginning July 1, 2018, the Classified Salary Schedule will be increased by 2%. (See Appendix A).

4.12 Work Out of Class

Per Ed Code 45110 Association members who have been assigned to work in a higher classification for a period of time that exceeds five (5) working days within a fifteen (15) calendar day period shall have their salary adjusted upward for the entire period they are required to work out of classification. Unit members may request to have a meeting to discuss the working out of class assignment.

4.13 School Bus Certificate Training

Bus Drivers who successfully complete all requirements to receive their School Bus Certificate through the District provided training program will commit to working in the District for two years after receiving their School Bus Certificate.

Bus Drivers who voluntarily separate from the District, transfer to another job classification within the District, or employment is terminated for cause and do not fulfill their full commitment will reimburse the District as follows: 0 to 12 months of service a flat fee of \$3,000; 12 to 24 months of service a flat fee of \$1,500; after 24 months of service there shall be no cost to the Association member for the training program. The fee will be deducted from the Association member's final paycheck or paid by money order or cashier's check. If the Association member fails to repay the fee upon

separation, the District shall seek repayment through civil action. Association members who separate due to lay-offs will be exempt from the repayment obligation.

4.14 Drivers License Fees

The District agrees to reimburse all employees who are on a District terminal pull notice for the actual cost of the fee charged by the California Highway Patrol for renewal of their California Special Driver Certificate and the additional Department of Motor Vehicles fees above the standard class "C" (3) license fees.

4.15 Mechanics' Tool Allowance and Insurance

The District has provided and will continue to provide specialized tools and equipment for the Transportation Department as necessary. The District will continue to replace mechanics' hand tools when broken in the course of employment duties. The District agrees to reimburse mechanics for the cost of tools lost in the event of a catastrophic loss.

4.16 Salary Placement

Initial placement on the salary schedule of a new permanent worker shall be on Step A of the designated range for the job classification in which he/she is employed. A higher step placement within the range may be authorized by the Assistant Superintendent of Human Resources at the time of the appointment for an individual who is highly qualified. In addition, for classes where there have been difficulty recruiting candidates, the Assistant Superintendent of Human Resources may authorize a higher step placement for new hires. In that event, all current/permanent workers within the same job classification and who have similar training, education and verifiable experience shall be advanced to the same range as the new hire, provided that it is higher than the worker's current salary.

4.17 Wages

Should the district agree to a negotiated salary increase with any of the District's other bargaining Associations for the duration of the agreement, the parties would immediately meet to bargain additional improvements for the MHCEA bargaining Association.

4.18 Two (2) Additional Staff Development Days

Effective with the 2007-2008 school year, all 10- and 11-month employees will work two (2) staff development days annually. The District will determine the placement of the additional days based upon the annual school calendar.

ARTICLE 5 - HOLIDAYS

- 5.1 All Association members who are in paid status the work day before or the work day following the days designated by this Agreement in observance of the following holidays will be paid for those designated days.
- 5.2 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed the holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.
- 5.3 For the duration of this Agreement, the designated holidays are as follows:

Holidays

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Day

Martin Luther King Jr's Birthday

Lincoln's Day

President's Day

Spring Break Holiday *shall be observed on a day mutually agreed upon by the District and Association

Memorial Day

ARTICLE 6 - VACATION

6.1 Vacation Eligibility

6.1.1 All Association members shall earn paid vacation based upon regular contracted work hours in paid status. Any additional hours or overtime, or any other work performed beyond an Association member's calendar work time will not accrue vacation. Employees assigned to work the full summer school period (typically twenty (20) days or more) will accrue additional vacation time with hours equivalent to the number of work hours in one day of summer school work.

6.1.2 Vacation leave shall accrue at the following rate for each hour that the employee is in paid status (changes of the accrual rate commences at the completion of the last year in each section):

0 – 5 years 0.03846 hours of vacation credit (not to exceed ten (10) days)

for each hour of paid service, not including overtime.

6 – 10 years 0.05769 hours of vacation credit (not to exceed fifteen (15) days)

for each hour of paid service, not including overtime.

11 – 15 years 0.06154 hours of vacation credit (not to exceed sixteen (16) days)

for each hour of paid service, not including overtime.

16 + 0.07692 hours of vacation credit (not to exceed twenty (20)

days) for each hour of paid service, not including overtime.

6.1.3 Association members are not eligible to take vacation during their initial probationary period.

6.1.4 Effective July 1, 2019 and thereafter, each fiscal year on July 1st, Association members will advance to the next year based on their years of service as of October 31st of that year. Association members whose date of hire is after November 1st wait until the following year to advance their years of service for the purpose of vacation accrual rate.

6.2 Vacation Scheduling for 12-Month Employees

6.2.1 Association Members who work at least two-hundred forty-one (241) days/one thousand nine hundred twenty-eight (1928) hours in paid status are entitled to schedule at least one (1) year's accrual of paid vacation during each fiscal year. In scheduling vacation, the District shall consider the effect upon District operations, and the Association member's length of service. Vacations may be taken only with the approval of the immediate supervisor. If the requested vacation is denied, the supervisor shall meet with the affected Association member to reschedule the Association member's vacation.

6.2.2 If a District scheduled holiday falls within a scheduled vacation period, such holiday shall not be counted as a day of vacation.

6.2.3 An Association member whose vacation was interrupted for reasons entitling him/her to District leave with compensation may request: (1) to have his/her vacation, or a portion thereof, rescheduled; (2) to have it accumulated for use in the following fiscal year; or (3) to receive payment in lieu of vacation. The District in acting upon the request shall consider the effect upon District operations.

6.2.4 If an Association member is on District authorized leave with compensation when approved vacation is scheduled, he/she may request that the vacation date be changed. The District in acting upon the request shall consider the effect upon District operations, and shall either approve a change in dates or authorize payment in lieu of vacation.

6.3 Vacation Accrual for 12-Month Employees

Credit for vacation to be earned during a current fiscal year is granted on July 1 of that year. With prior District approval, such vacation may be used during that year or during the following fiscal year. Association Members shall be entitled to carry over a maximum of one year's vacation accrual into the next fiscal year.

At the time of receiving the new accrual, the Association Member's accrued vacation balance shall be reset to a maximum of one year. For example, for a 260-day, 8-hour employee, below are the maximum carryover accruals:

| Years of Service | Maximum Annual Accrual Carryover | New Year's Accrual | Maximum Available as of July 1 |
|------------------|----------------------------------|--------------------|--------------------------------|
| 0-5 years | 80 hours | 80 hours | 160 hours |
| 6-10 | 120 hours | 120 hours | 240 hours |
| 11-15 | 128 hours | 128 hours | 256 hours |
| 16+ | 160 hours | 160 hours | 320 hours |

6.4 Vacation Pay for 10 and 11-Month Employees

6.4.1 Pay for vacation days shall be the same as that which would have been received had the Association member been in a working status.

6.4.2 Association members whose assigned work year is two hundred forty (240) days/one thousand nine hundred twenty (1920) hours or less shall receive pay in lieu of vacation leave on or before July 10 of the year following the fiscal year in which the vacation was earned. At the supervisor's sole discretion, Association members whose assigned work year is two hundred forty (240) days/one thousand nine hundred twenty (1920) hours or less may request and schedule paid vacation during the school year.

6.4.2.1 Association members employed in a clerical classification since before July 1, 1989, shall have their annual vacation entitlement

included in their work year for compensation purposes. Any such bargaining Association member whose earned vacation time exceeds the number of school year break days will receive a vacation pay off on or before July 10 for the additional days.

- 6.4.3 When a permanent Association member is terminated, he/she shall be entitled to pay for earned vacation. If at the time of termination the Association member has taken vacation beyond that which has been earned, the salary that was paid for such unearned days shall be deducted from the Association member's final salary check.
- 6.4.4 Association members leaving the District during their initial probationary period forfeit all rights to earned paid vacation.

ARTICLE 7- HEALTH AND WELFARE

7.1 Active Employee Health and Welfare Benefits

- 7.1.1 Health benefits will be provided in part by participation in a health benefits program.
- 7.1.2 The District agrees to pay the minimum contribution required by PERS Health per month per eligible worker while enrolled in the PERS Health Benefits program. Workers working less than four (4) hours are not eligible for participation in the PERS Health Plan.
- 7.1.3 The District shall offer each worker employed more than three (3) hours the opportunity to participate in any District selected health and welfare plans for which they are eligible. All employees will be enrolled in a group life insurance plan for the employee only.
- 7.1.4 The District will make available to each worker a Section 125 plan that includes premium only plan (POP) and no cash out.
- 7.1.5 The District shall allocate the following prorated amount to each worker employed by the District for use in a group medical plan, health maintenance organization, dental insurance and/or a vision insurance program toward the payment of premiums for coverage defined in 7.1.3:

| | |
|---------------------------|-------|
| 3.5 but less than 5 hours | 50% |
| 5 but less than 6 hours | 62.5% |
| 6 but less than 7 hours | 75% |
| 7 or more hours | 100% |

The district total annual contribution to classified health and welfare for each full-time employee is as follows:

| | |
|---------|----------|
| 2018/19 | \$10,200 |
|---------|----------|

- 7.1.6 The District agrees to continue payments for health and welfare benefits as provided under this Agreement during the absence of any worker who is on paid leave status (see Section 10.8.5).
- 7.1.7 If the administrative and reserve costs charged by any plan administrator exceeds one percent (1%) of the premiums paid, the District and the Association are in agreement that the District's payment of any additional cost is subject to re-negotiation.
- 7.1.8 Probationary members who continue with unbroken service shall receive benefits equivalent to those of permanent Association members.
- 7.1.9 Married spouses and registered domestic partners will be allowed to consolidate health insurance premiums made on their behalf by the District.
- 7.1.10 Workers who enroll in District health and welfare plans and dependent

care and health flex plans, and who need to make worker contributions to cover the premiums of those plans for July and August, will do so in eleven (11) equal monthly payments. Workers will retain twelve (12) month coverage.

7.2 Retiree Health and Welfare Benefits

- 7.2.1 The post-employment retirement benefit will sunset on December 31, 2019. To qualify for this retirement benefit, an Association member must have been employed by the District for at least ten (10) continuous years, be at least fifty-five (55) years of age and not more than sixty-five (65) years of age as of December 31, 2019, and enrolled in a District-provided medical plan. The post-employment retirement benefit is capped at \$9,000 annually, prorated for part-time employees, for not more than 10 years or until the month in which the retiree turns 65, whichever comes first.
- 7.2.2 To receive this benefit, an employee must notify the District, in writing, of his/her intent to retire **by October 1, 2019**. The retired employee must also retire under the provisions of the Public Employees Retirement System.
- 7.2.3 In order to receive retiree health benefits, the employee must be currently enrolled in the PERS medical plan at the time of retirement.
- 7.2.4 Less than full-time employees shall receive the prorata dollar portion of the \$9000 annual post-employment retirement benefit.
- 7.2.5 The District agrees to contribute the amount set by government code Section 22857 subdivision (B) of the California Public Employees' Retirement Law per eligible retiree, per month and increase annually in accordance with PERS regulations. This amount is deducted from the post-employment retirement benefit. If the District and the Association agree to terminate participation in the PERS medical insurance plan, the District shall have no further obligation for payment of the basic contribution.
- 7.2.6 The District shall pay such contribution for the retiree unless or until the retiree becomes eligible for health premiums through other employment or until the death of the retiree.
- 7.2.7 If the retiree elects not to continue enrollment in the PERS Health Plan upon retirement, the retiree shall receive their full portion directly, or prorata thereof, of the \$9000 post-employment benefit under the terms of this article.

7.3 Insurance Carriers

The District and MHCEA may establish a Health and Welfare Benefits Committee with all labor groups to annually review member participation in health and welfare benefits. The Health and Welfare Benefits Committee shall review information and may make advisory recommendations.

The MHCEA President or designee and the Superintendent or designee shall mutually select the specific carriers for the coverages enumerated in Section 7.1.3 and assume the responsibility to inform each Association member of the available options, and provide information regarding the specific available coverages

If the District and MHCEA mutually agree to leave CALPERS and join an alternate health care provider, any savings realized to the District by this change of providers will be reviewed by the Health and Welfare Benefits Committee. Should the District agree to a negotiated increase in employer contribution for health and welfare benefits with any of the other District's bargaining units for the duration of the agreement, the parties would immediately meet to bargain additional improvements above and beyond the minimum employer contribution for the MHCEA bargaining association.

ARTICLE 8 - HOURS OF EMPLOYMENT

8.1 Regular Full-Time Workweek

The regular full-time workweek shall consist of forty (40) hours scheduled during five (5) consecutive days. The alternative full-time work week shall consist of forty (40) hours scheduled during four (4) consecutive days. Should the District implement a four-day (4) work week, the assignment will be made with the concurrence of the Association member.

8.2 Length of Workday

The length of the regular workday shall not exceed eight (8) hours. The alternative regular workday shall not exceed ten (10) hours. Should the District implement a ten (10) hour workday, the assignment will be made with the concurrence of the Association member.

8.3 Work Beyond Four (4) Consecutive Hours

All Association Members working more than four (4) consecutive hours per day shall be assigned an unpaid lunch period of not longer than one (1) hour or less than one-half (1/2) hour by the Association member's immediate supervisor.

8.4 Rest Periods

All Association Members shall be assigned rest periods equivalent to fifteen (15) minutes per four (4) consecutive hours worked.

8.5 Assignment of Extra Hours for Food Service Employees

8.5.1 Food Service employees who request extra hours shall notify the District Kitchen Manager in writing.

8.5.2 The names of these Food Service employees will be placed on an annual extra hours roster in order of their date of hire.

8.5.3 Extra hours at the work location shall be assigned by class on a rotating basis to Food Service employees who are at the work location, on the extra hour roster, and who are available. If no Food Service employee in that class accepts the extra hours, the extra hours will be offered to other Food Service employees at the work location.

8.6 Assignment of Bus Routes and Bus Drivers

8.6.1 Specific van routes that are twenty (20) hours or more per week may be filled by the position of van driver. Employees who fill the position of van driver may be considered Association members when conditions in Article 2 are met. Language within this agreement that is specific to bus drivers shall not apply to the position of van driver. Article 4.13 shall apply if the van driver subsequently obtains bus driver certification through the District and is hired by the District as a bus driver. Once a van driver becomes a bus driver, all

rights and responsibilities contained within this agreement for bus drivers shall apply.

- 8.6.2 Bus drivers who in the scope of their regular duties drive a van route shall be considered a bus driver for the purpose of pay rate and other rights and responsibilities contained within this agreement.
- 8.6.3 The Human Resources Department provides a list to the Transportation Department who shall establish and maintain a bid list by the month, date and year when the Association member entered the class of bus driver.
- 8.6.4 Bus driver bid dates shall be the original date of hire in accordance with Ed. Code Sections 45307-9.
- 8.6.5 Each driver shall bid for his/her assignment and bus as determined by management to be suitable for that assignment in accordance with the driver's rank on the bid list. An assignment will be the combination of routes driven.
- 8.6.6 Any reduction of hours of a bus driver in this assignment procedure shall not be considered a layoff.

8.7 Field Trips

- 8.7.1 In order to equitably distribute additional work hours, a list shall be maintained and posted by the Transportation department. Trips will be posted weekly and a driver must decline or accept within twenty-four (24) hours of the trips being posted. A bus driver must submit their written decision within twenty-four (24) hours of being posted by returning the signed Trip Ticket to the office. Failure to submit a Trip Ticket will be considered a forfeit of the trip. The posted hours and trip will be assigned to the next person in rotation. Failure to sign, date and return the trip ticket three (3) times per semester the driver shall be ineligible for field trips for the remainder of that semester. When any bus driver accepts or declines a field trip, the total field trip hours minus any overlapping hours for that day will be tallied on the driver's field trip record for the purpose of rotating offers for field trips equally among bus drivers.
- 8.7.2 On training days there will be no trips assigned to the delegate/instructor submitting this schedule that conflicts with these times.
- 8.7.3 A trip (same day trip) needing to be filled the day of the trip shall be given to the most senior driver available who has signed on the same day trip roster. There will be no hours tallied to this driver.
- 8.7.4 A bus driver who is absent without prior approval on the day before a field trip for which the driver has been scheduled will have that field trip reassigned to the most senior driver available who signed the same day trip roster. The posted hours of the trip will be tallied on the absent bus driver's record.

8.8 Unpaid Time off During Summer School - Primary Driver – The Person Bidding the Route

- 8.8.1 Must sign up on initial summer school sign up sheet.
- 8.8.2 If a primary driver is off through three (3) days, or four (4) partial days of the summer route, the route will be forfeited, and that driver will be placed at the bottom of the sub list, regardless of seniority.
- 8.8.3 Relief Drivers will be assigned in order of seniority.
- 8.8.4 Relief Driver must sign up for relief work prior to the bid. A calendar will be posted in the lounge so that any driver who will be available may write in their name on each day they would be available.
- 8.8.5 If a relief driver is off three (3) days, or four (4) partial days of the time he/she has committed to work, that person goes to the bottom of the sub list, regardless of seniority, and shall lose any of the route he/she has been assigned if another relief driver is available.
- 8.8.6 Any driver requesting time off after bid day shall report his/her request to the Supervisor who will then have the dispatcher call each substitute driver in order of seniority.
- 8.8.7 Any driver wishing to be a relief driver, for requested time off after bid day, must agree to provide their phone number to the dispatcher.

8.9 Regular School Year/Summer and Mid Day and Activity Routes

- 8.9.1 When a bus driver who is driving a mid-day and/or activity run is absent, the runs will be offered to regular drivers who work less than eight hours per day, providing it does not affect their existing schedule, before being offered to a substitute driver.
- 8.9.2 The dispatcher shall assign all work in a fair and equitable manner.
- 8.9.3 At the beginning of each school year, any driver who is scheduled to drive less than eight (8) hours shall be placed on the mid-day and activity roster, in order of placement on the bid list. This list shall include substitutes. That roster shall be posted in the driver's lounge.
- 8.9.4 Drivers on the roster wishing to avail themselves of the opportunity to accept mid-day or activity routes, shall indicate same by checking the appropriate day BEFORE their morning route. If the driver does not check any day, it will be assumed he/she is not available and will not be contacted should a substitute be required.
- 8.9.5 Drivers shall check the mid-day and activity roster each day after completing their morning run to see if they have been assigned a substitute route.

- 8.9.6 Runs will be assigned to drivers who have indicated their willingness to accept such assignments. Runs will be assigned to regular drivers and/or substitutes who have checked that they are available. Any runs available will be offered to any driver or substitute who has not checked that they are available, before going to an overtime situation.
- 8.9.7 Extra Work – Overtime Basis. When extra work such as a mid-day, activity, or parts of base routes will put a driver in an overtime basis, the driver will be offered one route only according to bidding seniority until all regular drivers have been asked. Example: Driver A takes a mid-day and has a 9.5 hour day. Driver B will then be asked to do the next mid-day route and may receive 9 hours. If an activity route becomes available later in the day, Driver C would be asked and may receive 9.75 hours. It would not go back to Driver A or B unless no other driver accepts it. If a mid-day and activity route are both known to be available and Driver A could do either, Driver A would have his/her choice. Driver B would be offered what is left. This is to ensure that route overtime is handed out in a fair and equitable manner.
- 8.9.8 Should a route become available two (2) hours or less before a mid-day or before an activity route needs to be covered, it will be considered an emergency situation and the dispatcher shall assign the route in a manner that will assure that existing schedules can be maintained to the greatest degree possible.
- 8.9.9 Any individual who is on leave cannot bid a summer route. Bidding shall be in order as reflected on the bus driver seniority list.

8.10 Bidding Procedures

- 8.10.1 The first bid will occur prior to the start of school.
- 8.10.2 The second (2nd) bid process will begin the week prior to Winter Break of each school year.
- 8.10.3 Assignments will be posted for one (1) working day prior to the bid day.
- 8.10.4 Each driver will receive either an individualized scheduled bid time or a notice of the mandatory scheduled open meeting for bidding after regularly scheduled work hours. Drivers out on extended leave (more than five (5) working days) will not be eligible to bid.
- 8.10.5 Should routes need to be adjusted after a bid due to additional students or other changes, the District will assign new hours to create the most efficient transportation routes. When assigning new hours, seniority may be considered, whenever possible. The new route will be available at the next bid opportunity.
- 8.10.6 At the time of bidding for summer routes, a bus driver may share an assignment with another driver. Drivers would be permitted to go on vacation while ensuring the route is covered.
- 8.10.7 Drivers will only be paid for days worked

8.11 Pro-Rated Fringe Benefits

A classified employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive work days or more shall acquire fringe benefits on a properly pro-rated basis on the hours worked.

8.12 Irregular Work Year for Employees Working 260 Days

8.12.1 During a fiscal year, when the paid days (including workdays, paid leaves, vacation and holidays) of an employee exceed two hundred sixty (260), the excess number of days shall be designated as unpaid non-workdays.

During those years when the calendar year is greater than two hundred sixty (260) the day before Thanksgiving will be a non-paid, non-work day. The District will arrange for an "in lieu of" day for classified employees required to work on a designated non-paid, non-work day by his/her immediate supervisor.

8.12.2 Those years when the calendar is at or below two hundred sixty (260) the day before Thanksgiving will be a paid workday.

8.13 Closure of District Office During December

In an effort to reduce the cost of facilities, ensure safety and supervision for bargaining Association members, and provide time off during ideal operational time periods, beginning in 2015-16 (and each subsequent year) the Morgan Hill Unified School District shall be closed during the week between Christmas Day and New Year's Day.

All twelve (12) month Association members who have more than two years of accrued vacation as of December 1st shall be required to use accrued vacation leave for those work days when the District is shut down. All twelve (12) month Association members who have less than two (2) years of accrued vacation as of December 1st shall have the option to use accrued vacation leave or compensatory time for those work days when the District is shut down.

Compensatory time must be arranged in advance with the Association member's immediate supervisor and such records shall be maintained in writing by each Department. Written records of compensatory time earned shall be co-signed by the Association member and immediate supervisor, and no Association member shall earn compensatory time in excess of the number of work days during the shut down period. Compensatory time for this purpose shall be earned hour for hour unless the employee's direct supervisor or director requires it.

Should any Association members be in probationary status, then the District can advance vacation leave from the Association member's future accrual. If the Association member separates from employment with the District, then any days advanced shall be deducted from the employee's final check.

In lieu of use of compensatory time or accrued vacation leave, the Association member may choose to take the time off without pay.

ARTICLE 9 - JOB ASSIGNMENT

The number of Association members assigned to specific jobs, the description of those jobs and the manner in which the jobs shall be performed shall be determined by the District. The District shall consult with the Association when significant changes are anticipated.

ARTICLE 10 - LEAVES

10.1 Sick Leave

- 10.1.1 Sick leave accrues based on the Association member's classification calendar and hours. Association Members who work eight (8) hours per day for two hundred sixty (260) days/two thousand eight (2080) hours shall be entitled to twelve (12) days of sick leave annually. Association members who work less than eight (8) hours per day and less than two hundred sixty (260) days shall be entitled to a prorated portion of sick leave days or hours. . Any additional hours or overtime or any other work performed beyond an Association member's calendar work time will not accrue sick leave. Employees assigned to work the full summer school period (typically twenty 20 days or more) will accrue additional sick leave hours with hours equivalent to the number of work hours in one day of summer school work. Association members shall only accrue sick leave while in working paid status.
- 10.1.2 If an Association member does not utilize the twelve (12) days or prorata portion thereof during the fiscal year, the unused portion shall be accumulated from year to year.
- 10.1.3 An initial probationary Association member shall not be eligible to take sick leave in excess of six (6) days. A "day" is defined as the number of hours per day that the Association member is assigned to work, until the first day following a successful probationary period.
- 10.1.4 An Association member shall inform the District of his/her anticipated absence at least two (2) hours prior to the start of his/her work day. Failure to do so may result in loss of pay. Excessive absenteeism is subject to discipline up to and including dismissal.
- 10.1.5 Upon prior notification by the District, an Association member may be required to present a physician's certificate verifying the personal illness or injury and/or a medical authorization to return to work. The District may, if it suspects the Association member to be abusing sick leave, require that a physician, selected and reimbursed by the District, examine the Association member and verify the nature and severity of the illness or injury and report such findings to the District. If the District's physician concludes that the illness is not sufficiently severe to warrant absence, the District, with written notice to the Association member, may initiate disciplinary action against the Association member for abuse of sick leave. If an Association member is physically disabled, the District may require a statement from a physician which specifies the beginning and ending dates of such disability.
- 10.1.6 Per Education Code 45196.1 Association members may use sick leave, up to a maximum of twelve (12) weeks, for the birth or adoption of an Association member's child. (Refer to section 10.9 for use of Family and Medical Care Leave, including use of sick leave, for the birth or adoption of a child).

- 10.1.7 Retirement credit for unused sick leave. Upon retirement, unused sick leave may be converted to retirement credit.
- 10.1.8 If the illness or injury requires additional leave beyond that accrued, the Association member shall use any accrued paid vacation leave.
- 10.1.9 After all accrued paid leave is exhausted, the Association member, upon presentation of medical verification of inability to work, may be placed on extended sick leave for a period not to exceed five (5) months. The amount deducted for sick leave from the Association member's salary shall not exceed the amount that would be paid a substitute employee regardless of whether the position is filled with an Association member, substitute or left vacant.
- 10.1.10 When all leaves of absence have been exhausted, the Association member shall be placed on a thirty-nine (39) month reemployment list.

10.2 Bereavement Leave

- 10.2.1 Each Association member is entitled to five (5) work days of paid bereavement leave for the death of any member of his/her immediate family. If the Association member desires to use bereavement leave in a manner other than consecutive days, the Association member shall provide information / documentation to support the need for the leave to the Assistant Superintendent of Human Resources. In the event other MHUSD employee unit agreements reduce the number of bereavement days to align to board policy, then the number of bereavement days would follow Board Policy 4261.2.
- 10.2.2 The following are defined as members of the immediate family: mother, mother-in-law, father, father-in-law, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, step-children, brother or sister, brother-in-law or sister-in-law of the employee, stepparents, step sibling, aunt, or uncle, or any children of domestic partner, legal guardian, or any relative living in the immediate household of the employee.

10.3 Personal Necessity Leave

- 10.3.1 Each Association member may use sick leave for purposes of personal necessity. Use of sick leave for the purpose of personal necessity shall not exceed seven (7) days in any school year and shall be limited to the following situations and may be subject to written verification.
 - a) Serious illness or incapacity of a member of the immediate family, as defined under "Bereavement Leave."
 - b) Serious accident involving the person or property of the Association member or a member of his/her immediate family as defined under "Bereavement Leave."

- c) After bereavement leave has been used, the Association member may use up to three (3) days of personal necessity leave for bereavement purposes as defined in 10.2.
- d) An Association member may use one (1) day of personal necessity leave for attendance at a funeral service not covered by Bereavement Leave provisions.
- e) An appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena, or any order made with jurisdiction.
- f) Personal necessity leave may be granted for other justifiable reasons that are urgent and unavoidable. However, no such leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity (see AR 4261.2).

10.3.2 The Association member shall inform the supervisor of the need to be absent as soon as practicable.

10.3.3 Personal necessity leave shall be subject to final approval and verification by the District upon the Association member's return to work.

10.4 Industrial Accident and Industrial Illness Leave

10.4.1 An industrial accident or illness, as used in this paragraph, is defined as an illness or injury which qualifies under State Worker's Compensation Insurance as being work connected.

10.4.1.1 Allowable leave shall be for sixty (60) days or prorata portion thereof in any one (1) fiscal year for the same accident, during which time the Association member would have been performing assigned duties for the District.

10.4.1.2 An Association member must have successfully completed his/her probationary period to be eligible for the sixty (60) day Industrial Accident/Illness Leave.

10.4.1.3 The District reserves the right to have the Association member examined by a physician designated by the District at District expense to assist in determining the length of time during which the Association member will be unable to perform regularly assigned duties and the degree to which such disability is attributable to the injury or illness involved.

10.4.1.4 Allowable leave shall not be accumulated from year to year.

10.4.1.5 In the event of an industrial accident or illness, the affected Association member shall notify his/her immediate supervisor or designee immediately if possible but no later

than twenty four (24) hours following the alleged injury and/or accident.

- 10.4.2 Under the following terms, leaves for Association Members resulting from industrial accident or illness shall be granted:
 - 10.4.2.1 Industrial accident or illness leave shall commence on the first (1st) day of absence.
 - 10.4.2.2 Industrial accident or illness leave shall be reduced by one (1) day or prorata portion thereof for each day of authorized absence, regardless of a temporary disability indemnity award.
 - 10.4.2.3 When an industrial accident or illness leave of sixty (60) days or prorata portion thereof overlaps into the next fiscal year, the Association member shall be entitled to only that amount of the leave remaining at the end of the fiscal year during which the accident or illness occurred.
 - 10.4.2.4 When industrial leave has been exhausted, accrued sick and vacation leave then shall be used in proportion to any compensation received. Use of such accrued leave shall be deemed to have commenced on the first (1st) work day following termination of the industrial leave. When all leaves of absence have been exhausted, the Association member shall be placed on a thirty-nine (39) month reemployment list.
- 10.4.3 During any paid leave of absence for industrial injury or illness, when the District receives any wage loss benefit check from the insurance carrier because of such injury or illness, the District shall issue a warrant payment for the Association member's salary. The District shall deduct all legal and authorized deductions. After using all available sick leave, vacation, and extended leave time, the employee will receive no further District pay, but will receive compensation checks directly from the insurance carrier until such time as the employee returns to work.
- 10.4.4 Any Association member receiving industrial leave benefits shall, during periods of illness or injury, remain within the State of California unless authorized by the District to travel out of state.
- 10.4.5 After all accrued paid leave is exhausted, the Association member, upon presentation of medical verification of inability to work, may be placed on extended sick leave for a period not to exceed five (5) months. The amount deducted for sick leave from the Association member's salary shall not exceed the amount actually paid a substitute employee.
- 10.4.6 When all leaves of absence have been exhausted, the Association member shall be placed on a thirty-nine (39) month reemployment list.

10.5 Workers' Compensation Therapy

Workers returning from Workers' Compensation Leave who are required by their physician to undergo therapy or treatment will attempt to schedule appointments for treatment before and/or after work. If this cannot be arranged, workers will be permitted time off for this purpose only under the following circumstances:

- a. Treatments are being paid under Workers' Compensation as authorized.
- b. Worker must have a doctor's note for treatment.
- c. The therapy or treatment falls within the worker's regular hours and worker could not schedule an appointment during non-working hours.
- d. Time used will be deducted from the sixty (60) day allowable leave for workers' compensation.
- e. Time will be paid for the actual prescheduled treatment time, to and from work.

10.6 Judicial Leave

- 10.6.1 Association members shall be granted leave when called for jury duty or to serve as a subpoenaed witness in a judicial proceeding.
- 10.6.2 Leave will not be granted when an Association member is on telephone standby for jury duty.
- 10.6.3 When required to serve on a jury or when responding to a subpoena, the Association member shall inform the District as soon as possible after receipt of official notification. Official verification for jury duty and/or service of a subpoena is required by the District. Association members on judicial leave shall receive their regular salary, except where the District is an adversary party. Any reimbursement received for services rendered on jury duty or as a subpoenaed witness, exclusive of any meal, mileage and/or parking allowance, shall be reimbursed to the District.

10.7 Military Leave

- 10.7.1 All Association members drafted for military service or ordered to active duty with reserve components shall be granted a leave of absence without pay.
- 10.7.2 When such ordered active service does not exceed thirty (30) calendar days, the Association member shall receive full compensation while on military leave.
- 10.7.3 Absences for military leave shall not constitute a break in continuity of service.

10.8 Leaves Without Compensation

- 10.8.1 The District may grant leaves to permanent Association members for a period not to exceed one (1) year for the following reasons:
 - 10.8.1.1 Care during illness of a member of the immediate family;
 - 10.8.1.2 Long-term illness of the Association members; or
 - 10.8.1.3 Such other reasons as authorized by the District.
- 10.8.2 These leaves shall be without compensation and annual step increment.
- 10.8.3 The Association member shall request the leave as soon as the need to be absent is known and, when practicable, not less than thirty (30) work days prior to the date the leave is to begin. Such request shall be made to the Assistant Superintendent of Human Resources in writing, and shall include reasons for the request as well as beginning and ending dates requested.
- 10.8.4 The Association member shall be required to use any accumulated vacation days before beginning the leave.
- 10.8.5 If a leave is granted, the determination of beginning and ending dates shall be made by the District.
- 10.8.6 A written statement from a physician that the Association member is physically and mentally fit to return to duty may be required of any Association member who has been on leave for health related reasons. An approved leave without compensation shall not constitute a break in an Association member's continuity of service.

10.9 Family and Medical Care Leave

- 10.9.1 The District shall grant eligible bargaining Association members family and medical care leave to the extent required by federal and state law.
 - 10.9.1.1 To be eligible for family and medical care leave, bargaining Association members must have completed a minimum of one (1) year of service with the District and have worked a minimum of one thousand two hundred fifty (1,250) hours for the District during the twelve (12) month period of time immediately preceding the bargaining Association member's request for leave.
- 10.9.2 Eligible Association members may request up to twelve (12) weeks of family and medical care leave during any fiscal year. Family and medical care leave may be taken hourly, daily, or in weekly increments; however, there may be restrictions for other types of leaves, and not all leaves are eligible for compensation. The District shall coordinate family

leave with Association member's personal necessity leave balance, vacation leave, and any other state income protection benefits, such as Paid Family Leave (PFL). The Association member has the responsibility to provide the District with information regarding any claim for state benefits within four (4) weeks of filing in order to allow for appropriate coordination of any other leave benefits.

10.9.2.1 Association members may elect to use accrued vacation during family and medical care leave, although when accrued vacation is exhausted, the remainder of the leave is unpaid.

10.9.2.2 To the extent that family and medical care leave is for the Association member's own serious health condition and such leave coincides with extended sick leave under Section 10.1.8, family and medical leave shall run concurrently with extended sick leave and the Association member shall be compensated only as provided in Section 10.1.8.

10.9.2.3 Per Education Code § 45196.1, Association members are eligible to use accrued sick leave, vacation leave, and substitute differential for a period of up to twelve (12) consecutive work weeks, which includes all weeks of the instructional calendar but not the summer break for Association members who work less than two hundred sixty (260) days, for the birth, adoption, or the placement of a child with an Association member in connection with the adoption or foster care of a child. This parental leave shall run concurrent with all other eligible leaves and shall not exceed twelve (12) consecutive work weeks. The District shall coordinate parental leave with any other state income protection benefits, such as Paid Family Leave (PFL) and/or State Disability Insurance (SDI), for a maximum of twelve (12) consecutive work weeks. The Association member has the responsibility to provide the District with information regarding a claim for state benefits within four (4) weeks of filing in order to allow for appropriate coordination. Failure to provide this information may result in a delay of processing payroll. Any additional time beyond twelve (12) consecutive work weeks requested off for parental leave shall be subject to District approval and will be unpaid.

10.9.2.4 Unused family and medical care leave may not be carried over from one twelve month (12) period to the next twelve (12) month period.

10.9.3 Family and medical care leave, upon approval, may be taken in intermittent increments similar to any other type of leave. Its use is limited to any of the following purposes:

10.9.3.1 For the birth of a child and to care for the newborn child; (refer to 10.9.2.3)

- 10.9.3.2 For the placement with the employee of a child for adoption or foster care; (refer to 10.9.2.3)
- 10.9.3.3 To care for the employee's spouse, child, parent, or registered domestic partner with a serious health condition. This leave may be approved per Federal and State guidelines as unpaid time off, but Association members may request to use personal necessity balance and accrued vacation. If an Association member applies for a state benefit, such as PFL, the District will coordinate the Association member's personal necessity balance, accrued vacation time, and any state income protection benefit prior to the Association member going into unpaid leave status with the District.
- 10.9.3.3.1 "Spouse" means a husband or wife as recognized under California law.
- 10.9.3.3.2 "Child" means a biological, adopted or a foster son or daughter, a step-son or a step-daughter, or a legal ward. "Child" also means a son or daughter of a person for whom the bargaining Association member stands in loco parentis because the person is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.
- 10.9.3.3.3 "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian, but does not include parent-in-law or grandparent.
- 10.9.3.3.4 Registered domestic partner will be defined by the California Family Law Code (Section 297-297.5).
- 10.9.3.3.5 "Serious health condition" means an illness, injury, impairment, or physical or mental condition, as defined by federal regulations that involves either inpatient (overnight) care in a hospital, hospice, or residential medical facility or a serious health condition involving continuing treatment by a health care provider.
- 10.9.3.3.6 Family care leave for the purpose of caring for a child with a serious health condition is available only if the Association member

certifies that the child's other parent is not unemployed and that the child's other parent will not be taking family care leave during the same period of time or that the child's other parent is unavailable or unable to care for the child.

10.9.3.3.7 If the District requires medical verification as a condition to granting a family care leave based on the serious health condition of the Association member's child, parent, or spouse, the District will accept the treating physician's verification that a serious health condition as defined in federal regulations exists.

10.9.4 Where the reason for the leave is foreseeable, the Association member shall provide the District with reasonable advance notice of the need for a family and medical care leave, the anticipated date the need for the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the Association member must provide at least thirty (30) days' written advance notice.

10.9.5 The District will continue to provide and will pay its usual contribution to health insurance for Association members on family and medical care leave for up to twelve (12) weeks from last day worked. If there is any continuation of leave beyond twelve (12) weeks, health insurance coverage shall be continued for the Association member submitting a check or money order to the District prior to the first day of each month or post-dated monthly checks for the duration of the leave. The Association member shall be responsible for the full cost of such health insurance following three (3) months of such leave.

10.9.6 Absent business necessity, the Association member will return to his/her former position upon return from family care leave with full rights and benefits restored, except that seniority will not accrue for time in unpaid status.

10.10 Association Leave

10.10.1 No more than one (1) worker may be on leave for Association business at the same time. Leave will be granted for a precise period of time which will be set forth in writing at the time the leave is granted. No leave for Association business will be granted for a period of time less than one (1) month nor in excess of one (1) year.

10.10.2 A leave for more than seventy-five percent (75%) of the work year shall result in an adjustment of the worker's seniority. Upon expiration of such leave the worker shall be returned to his/her current position.

- 10.10.3 All Association leave requests and procedures will comply with California Government Code 3543.1(c) and Education Code 45210. The Association shall notify the District no less than ten (10) business days prior to the requested leave date, unless otherwise mutually agreed upon in writing.

10.11 Catastrophic Illness – Leave Bank

- 10.11.1 Purpose: The purpose of the Catastrophic Illness Leave Bank is to create a bank of leave days from which participants may apply for additional sick leave days when suffering from a catastrophic event or illness.
- 10.11.2 A "day of catastrophic leave" shall be defined as the amount of dollars or hours necessary to augment the Association member's differential pay in order that the Association member shall receive one hundred percent (100%) of his/her per diem base salary while using catastrophic leave. A "day" shall be considered each workday for which any amount of catastrophic leave is used, partial or whole, to augment the Association member's per diem salary.
- 10.11.3 No Association member shall receive more than one hundred percent (100%) of base salary, including contributions from other sources, while using catastrophic leave. Association members who have disability and/or income protection insurance shall apply for those benefit(s) before applying to use catastrophic leave. Association members shall not be eligible to use catastrophic leave unless the total benefit(s) plus sub-differential pay results in less than one hundred percent (100%) of the Association member's per diem base salary. Utilization of catastrophic leave, when combined with sub-differential pay and disability or income protection benefits, shall not provide the Association member with a greater income than the Association member's per diem base salary.
- 10.11.4 Eligibility: The use of this Leave Bank shall only be available to all Association members who have made a donation to the Bank.
- 10.11.4.1 In a school year when the catastrophic leave bank exceeds two thousand eight hundred (2800) hours, only Association members who have not previously donated to the catastrophic leave bank need to donate to be eligible.
- 10.11.4.2 In a school year when the catastrophic leave bank is less than two thousand eight hundred (2800) hours, all Association members need to donate to establish or re-establish eligibility.
- 10.11.4.3 Participating members must have passed their probationary period in order to contribute to the Leave Bank.

- 10.11.5 When granted: Association members who suffer catastrophic illness which results in the Association member having exhausted all accrued leave, shall become eligible to be granted up to fifty (50) work days of coordinated leave from the catastrophic Leave Bank, subject to the restrictions and conditions outlined in this policy.
- 10.11.6 Leave Bank: The District shall establish a Leave Bank to which all Association members may donate earned and unused sick leave days to the Leave Bank. This donation shall be irrevocable, and shall be accomplished by the Association member filing a "Leave Bank Donation Form." The form shall clearly state that the leave days being donated are irrevocably given to the Leave Bank, and cannot be rescinded for any reason whatsoever. A donation to the Leave Bank shall be a general donation, and shall not be donated to a specific Association member for his/her exclusive use.
- 10.11.7 Exclusions: Workers' compensation claims and industrial accident leaves shall be excluded from the benefits of this policy.
- 10.11.8 Solicitation of Donations: The donation period will run concurrent with open enrollment each year. Contributions for the Leave Bank shall be donated by the last workday in September of each year. At the beginning of the donation period, the Human Resources Officer shall send to each Association member a notice outlining the Leave Bank program and "Leave Bank Form." The Human Resources Office must receive all donations by the last workday in September.
- 10.11.9 Maximum Number of Days Used: The maximum number of days allowed to be utilized by one (1) member for a single catastrophic event or illness shall not exceed fifty (50) days or fifty percent (50%) of the total available bank, whichever is less. These days are reserved when approved by committee.
- 10.11.10 Approved and Unused Days Returned to Catastrophic Illness Leave Bank: Any days approved by the Committee that are unused by the member shall be returned to the Leave Bank.
- 10.11.11 Part-Time Members: Donations to the bank as well as days of utilization for part-time Association members shall be credited on a pro-rata basis.
- 10.11.12 Definition: "Catastrophic Illness" is defined to mean an illness or injury that is expected to incapacitate an Association member for an extended period of time, which incapacity requires the Association member to take time off from work for an extended period of time, because he/she has exhausted all of his/her sick and other available leaves.
- 10.11.13 Leave Bank Review Committee: All Association members wishing to use the Leave Bank shall submit a "Leave Bank Request for Withdrawal Form." This form shall be submitted to the Human Resources

Office. The request shall state the maximum number of days requested by the member. A Leave Bank Review Committee shall be established for all members. The Leave Bank Review Committee shall consider the request of the member. The Committee may request that the member provide it with written verification of the catastrophic illness. Such verification must be prepared in writing by a licensed physician of the State of California. The Leave Bank Review Committee shall consist of two (2) standing Committee members selected by the Association. The Assistant Superintendent of Human Resources or designee shall also be a member of the Leave Bank Review Committee. Approval of any request shall require a majority affirmative vote of the Committee. The decision of the Committee shall be final and binding.

10.11.14 The Association shall hold the District harmless and indemnify the District from any and all claims, attorney fees, and judgments arising from the implementation of this provision.

10.11.15 Approval or denial of Catastrophic Leave requests by the committee will not be subject to the Grievance Article of this agreement.

10.12 Leave Approval Process

10.12.1 Association members shall submit leave requests directly to Supervisor or to Human Resources and will receive an approval or denial on such request.

10.12.2 Any Association member who has questions about the approval or denial of any leave request shall be given the opportunity to address such issues with MHCEA representation and Human Resources.

ARTICLE 11 - TRANSFERS

11.1 Transfer Definition

Transfers of bargaining Association members shall be effected pursuant to the terms of this Article.

- 11.1.1 For the purposes of this Article, a transfer refers to the relocation of an Association member to another position in the same classification.
- 11.1.2 The terms of this Article shall not apply to reassignments.
- 11.1.3 Probationary bargaining Association members may not apply for transfer.
- 11.1.4 The parties agree that current bargaining Association workers shall have the opportunity to transfer to a vacant position five (5) days before that position is open to outside candidates. If all potential applicants decline the transfer, the five (5) day period can be waived.

11.2 Voluntary Transfers

- 11.2.1 Opportunity for transfer shall be posted to current employees for five (5) working days. During the summer months, transfer opportunities shall be mailed to ten (10) and eleven (11) month employees.
- 11.2.2 Association members may apply to be transferred to posted vacant or newly-created positions for which they are qualified.
- 11.2.3 Positions shall be posted to each school site and each work location. The posting notice shall state the job classification title, the number of hours per day, the number of days per year, the salary range, the assigned job site, a brief job description of the job site duties, projected starting date, and the deadline for filing the application. Copies of posted notices shall be sent to the Association and the President.
- 11.2.4 To be considered for transfer to a posted position, a permanent Association member shall submit a Letter of Interest in writing to the Assistant Superintendent of Human Resources by the closing date noted on the posting.
- 11.2.5 Current employees qualified to request consideration for transfer shall be interviewed prior to all other candidates.
- 11.2.6 In making transfers, the District shall consider seniority, training, abilities, experience, working relations, quality of past service rendered by the Association member, as well as the needs of the District.
- 11.2.7 When the posted position is filled by an external candidate when there are internal candidate(s) requesting consideration for transfer,

the internal candidate may request an explanation in writing.

11.3 Involuntary Transfers

- 11.3.1 The District may involuntarily transfer an Association member from one work location to another.
- 11.3.2 An Association member being considered for an involuntary transfer shall be given an opportunity to discuss the proposed transfer with the Assistant Superintendent of Human Resources and shall be given an opportunity to apply for a voluntary transfer.
- 11.3.3 The District shall consult with the Association member before finalizing the transfer. The Association member shall be notified of such action at least three (3) work days before the effective date whenever possible.
- 11.3.4 The parties agree that a worker who successfully tests for a classification shall be placed on subsequent hiring lists for that classification on the basis of a job application for two (2) years with agreement of the Personnel Commission.
- 11.3.5 Workers or the Association may file requests for a classification study of existing positions consistent with the rules and regulations of the Personnel Commission.

ARTICLE 12 - EVALUATION

- 12.1 A performance evaluation should be a review of the employee's performance and should be based upon job-related criteria. Employee evaluations may acknowledge changes affecting the employee's position, including workload, which have occurred since the last evaluation. It is a recommended practice that the appropriate evaluator counsel an employee on below satisfactory performance before it is documented in a Performance Evaluation.
- 12.2 Evaluation is that process by which the District, through its evaluators, assesses the performance of Association members, based upon job description.
- 12.2.1 The evaluators are those administrators, managers or supervisors designated by the District to evaluate.
- 12.2.2 Prior to the permanent worker's formal evaluation, the worker shall be provided verbal notice by their supervisor or designee in the event that the permanent worker's Overall Job Performance Rating is unsatisfactory or needs improvement. Verbal notices shall be kept confidential. The evaluator shall present the written evaluation and then schedule an evaluation conference at least twenty four (24) hours prior to the discussion of the evaluation with the Association member. The twenty four (24) hour wait time can be waived if the supervisor or designee and the Association member agree.
- 12.2.3 The Association member shall sign the evaluation indicating receipt.
- 12.2.4 The evaluatee may bring comments to the evaluation conference.
- 12.2.5 The evaluatee shall be given a signed copy of the evaluation.
- 12.2.6 Should the evaluatee be unavailable to receive the evaluation or to conference with the evaluator due to an approved leave, the evaluator will mail or email the evaluation to the evaluatee to the last known address and schedule an evaluation conference upon the evaluatee's return.
- 12.3 All Association members shall be evaluated according to the following schedule:
- 12.3.1 Pursuant to Ed Code section 45301, six (6) months or one hundred and thirty (130) days of paid service whichever is longer probationary Association members shall be evaluated at the end of the second (2nd) and fifth (5th) month of service.
- 12.3.2 Management and the Association may agree to extend the probationary period of a Association member under extenuating circumstances. If probation is extended, the affected employee shall receive their step increment as originally scheduled under no circumstances should the probationary period be longer than one (1) year.

- 12.3.3 Permanent employees will be evaluated once every two (2) years. Evaluations will be completed by April 15. Evaluations not completed by April 15 shall not be placed in the worker's personnel file unless by mutual agreement.
- 12.3.4 More frequent evaluation may be scheduled by the District.
- 12.4 The sole method of an Association member to respond to the substance of an evaluation shall be to submit a written statement to be attached to the evaluation. In the event the evaluation indicates that the evaluatee's performance needs improvement or is unsatisfactory, the evaluatee may also request, within five (5) working days of receipt of the evaluation, a meeting with the evaluator and the Assistant Superintendent of Human Resources. If such a request is made, the evaluation shall not be placed in the evaluatee's personnel file until after the meeting. The Association member may have Association representation at the meeting.
- 12.5 No evaluation shall include unsubstantiated complaints against an Association member.
- 12.6 In the event that a permanent Association member is not performing in a satisfactory manner, the evaluator shall so indicate in writing describing such unsatisfactory performance or performance in need of improvement. The evaluator shall thereafter confer with the Association member regarding his/her progress and make specific recommendations as to areas of needed improvement. The evaluatee shall be reevaluated within four (4) months, but no sooner than thirty (30) working days from the last evaluation. If this reevaluation continues to demonstrate less than satisfactory performance, the District may proceed with disciplinary action or termination. If disciplinary action or termination is taken, all provisions of the Discipline Article (Article 15) shall apply.
- 12.7 An Association member may request that references to unsatisfactory evaluations be removed from his/her personnel file provided that there have been three (3) consecutive annual satisfactory evaluations. The District may seal such references, or may determine that such references are of a serious enough nature to justify their continued presence in the Association member's file.

ARTICLE 13 - USE OF PERSONAL PROPERTY

- 13.1 Association members may use personal property other than private vehicles in the performance of their assigned duties only when the following conditions are met:
 - 13.1.1 The immediate supervisor and the Assistant Superintendent of Human Resources (or designee) have approved such use in writing.
 - 13.1.2 There is a written agreement among the Association member, the immediate supervisor and the Assistant Superintendent of Human Resources (or designee) as to (1) the length of use, (2) the location of such use, (3) the replacement value, less depreciation, and (4) the use which is made of the personal property.
- 13.2 Association members may use private vehicles in the performance of their assigned duties when such use is mutually agreed upon by the supervisor and the Association member.

ARTICLE 14 - SAFETY CONDITIONS

- 14.1 Safety is a shared responsibility of the District and Association members. Association members shall follow safety rules and regulations adopted by the District. Such rules and regulations shall be in conformance with but not limited to those established by CAL-OSHA and Federal OSHA.
- 14.2 The District may create a Safety Committee consisting in part of classified personnel. The Association will appoint the Association members. If the committee is created, the Committee members will participate in the design and implementation of a safety program for Association members. This committee will meet as needed.
- 14.3 The District shall provide Association members with safety equipment deemed by the District to be necessary for the performance of their jobs, as well as training in the use of such equipment. Association members are required to use District-provided safety equipment in the performance of their duties.
- 14.4 Failure to appropriately use District-provided safety equipment or failure to observe District-provided safety regulations are grounds for disciplinary action against the Association member.

ARTICLE 15 - DISCIPLINE

15.1 Progressive Discipline

The District may discipline any Association member for cause. The District subscribes to progressive discipline and its timely implementation. The District reserves the right to bypass the progressive discipline process in situations warranting immediate and serious action. Such discipline may include a verbal warning, a letter of reprimand, suspension with or without pay, reduction in salary step or withholding of a salary increase for a specific length of time, reduction in classification (demotion), loss of extra compensation opportunities for a specific length of time, involuntary change in assignment, or dismissal.

In the event that a permanent Association members' performance or conduct is unsatisfactory or needs improvement, a verbal warning may be provided to the Association member by an administrator or manager. Verbal warnings should be given as close as possible to the time the Administrator or Manager identifies poor performance or misconduct as an effective method for bringing about improved performance or conduct. Verbal warnings may be documented in writing indicating a verbal warning was given with a copy provided to the Association member (normally not to exceed ten (10) workdays). A written confirmation of the verbal warning does not constitute a written reprimand and will only be placed in the Association member's personnel file if attached to a subsequent written reprimand, related employment action, or evaluation as documentation.

15.1.1 Progressive Steps

When handling employee discipline, supervisors may use the following progressive steps:

- Verbal warning
- Written reprimand
- Suspension
- Dismissal

15.1.2 An Association member may be immediately suspended with pay for any reason, pending investigation and action by the Board of Education

15.2 Discipline for Cause

An Association member may be disciplined for any of the following causes:

- 15.2.1 Incompetence, unsatisfactory performance, inefficiency, insubordination, inattention to or dereliction of duty;
- 15.2.2 Discourteous treatment of the public, students, or fellow employees or any willful failure of good conduct tending to injure the public service;
- 15.2.3 Any violation of the restrictions on public service or of the

obligations of public school employees imposed by provisions of the Education and Government Codes;

- 15.2.4 Any violation of the lawful rules, regulations, or procedures adopted by the Board of Education or the Personnel Commission.

15.3 Procedure for Disciplinary Action

- 15.3.1 When disciplinary action that would affect pay status is recommended, the affected Association member shall be notified in writing of the charges, the District's intent to take disciplinary action, and the right to request a conference with the Assistant Superintendent of Human Resources or designee.
- 15.3.2 Within five (5) working days of such notice, the affected Association member may request a Skelly hearing with the Assistant Superintendent of Human Resources or designee to discuss the reasons for the recommended disciplinary action and to present reasons why such action should not be taken. The proceedings shall not be adversarial. Such hearing shall be held within five (5) days or as soon thereafter as reasonably practical of the Association member's request.
- 15.3.3 No later than ten (10) working days after the Skelly hearing, the hearing officer will notify the Association member and the Association in writing of the decision.
- 15.3.4 If the hearing officer determines to overturn the recommended discipline, the discipline process stops.
- 15.3.5 If the hearing officer determines to uphold or amend the discipline, the recommendation is taken to the Board for action. Following Board action, the Association member will receive a copy of the final written charges.
- 15.3.6 Per Ed Code Section 45305, within fourteen (14) days after having been furnished with a copy of the written charges, a permanent Association member who has been suspended, demoted, or discharged may appeal the decision to the Personnel Commission by filing a written answer to such charges. The appeal can be made only on the following grounds: 1) that the procedure set forth in these rules has not been followed, 2) that the action taken was solely because of affiliation, political or religious acts or opinions, race, color, sex, or marital status, 3) that the action (including the level of discipline) was not taken in accordance with the facts, and 4) that the grounds for the action taken are without merit or are unfounded.
- 15.3.7 The Association member may be accompanied to the Skelly hearing in 15.3.2 and to the meeting with the Personnel Commission, by the Association or a representative of his/her choice.

- 15.3.8 Per Ed Code 45306, the Personnel Commission shall investigate the matter on appeal and may require further evidence from either party, and may, and upon request of the Association member, shall order a hearing before the Commission. The Association member shall have the right to appear in person or with representation and to be heard in his/her own defense, The Commission may modify the disciplinary action, but may not make the action more stringent than that approved by the Board. The Commission will notify the Association member in writing of the final decision.
- 15.3.9 Per Ed Code 45306, the decision of the Commission shall not be subject to review by the Board.
- 15.3.10 The failure of an Association member to follow the time limits herein set forth shall be deemed an acceptance of the decision rendered and shall constitute a waiver of any further reconsideration by the District concerning the specific disciplinary action.
- 15.3.11 The Association member may elect in writing to forego the meeting before the Personnel Commission without prejudicing any right of appeal afforded by law.

ARTICLE 16 - GRIEVANCE PROCEDURES

16.1 Definitions

- 16.1.1 A grievance is a written allegation by a grievant that he/she has been adversely affected by a violation, misapplication, or misinterpretation of a specific provision of this Agreement.
- 16.1.2 A grievant may be any Association member or the Association on behalf of one or more Association members.
- 16.1.3 A day is a day the District Office is open for business.
- 16.1.4 An immediate supervisor is the designated manager/supervisor to whom the grievant is responsible.
- 16.1.5 A MHCEA representative is an Association member chosen by his/her co-workers to represent them in processing grievances pursuant to this Article. The Association will notify the District of the names of official MHCEA representatives and the Association members they represent.
- 16.1.6 A MHCEA representative is an Association officer, elected by the entire Association. In all situations described in this Article, the MHCEA representative may act in place of an area MHCEA representative. The Association will notify the District of the name of the MHCEA representative and his/her term of office.

16.2 Informal Resolution

- 16.2.1 Before filing a formal written grievance, the grievant shall attempt to resolve the grievance by an informal conference with his/her immediate supervisor. The conference must be held within ten (10) days of the act or omission giving rise to the grievance.
- 16.2.2 At the time of said conference, the immediate supervisor shall be informed that this meeting is to be considered an informal conference on a grievance matter. The Association member shall cite the article and section that allegedly has been violated, misapplied, or misinterpreted and the date of said violation.
- 16.2.3 The Association member may have the assistance of his/her area MHCEA representative at the informal grievance conference.

16.3 Formal Procedures

- 16.3.1 Step One
 - 16.3.1.1 In the event the informal process does not resolve the grievance, within twenty (20) days after the occurrence of the alleged act or omission giving rise to the grievance, the grievant must present his/her

grievance in writing on the "Statement of Grievance" form to his/her immediate supervisor.

16.3.1.2 The "Statement of Grievance" shall name the Association member(s) involved, shall state the facts giving rise to the grievance, the specific provisions of this Agreement alleged to be violated, the contention of the grievant, the decision rendered at the informal conference, and the specific remedy sought.

16.3.1.3 Within ten (10) working days after receiving the formal grievance, the immediate supervisor shall communicate his/her decision in writing to the grievant. The Association shall receive a copy of the decision.

16.3.1.4 At the request of either party, a meeting shall be held prior to the immediate supervisor's decision to discuss the issues of the grievance. The grievant may be assisted at the meeting by his/her area MHCEA representative.

16.3.2 Step Two

16.3.2.1 The grievant may, within ten (10) working days after receipt of the immediate supervisor's decision, appeal the decision in writing to the Assistant Superintendent of Human Resources, or his/her designee.

16.3.2.2 The appeal may be made with the Association's standard grievance form.

16.3.2.3 Within ten (10) days after receiving the appeal, the Assistant Superintendent of Human Resources, or his/her designee, shall communicate his/her decision in writing to the grievant. The Association shall receive a copy of the decision.

16.3.2.4 At the request of either party, a meeting shall be held prior to the Assistant Superintendent's, or his/her designee's, decision to discuss the issues of the grievance. The grievant may be assisted at the meeting by his/her area MHCEA representative and the field representative.

16.3.3 Step Three

16.3.3.1 The grievant may, within ten (10) days after receipt of the decision of the Assistant Superintendent of Human Resources, or his/her designee's decision, appeal the decision in writing to the Superintendent.

- 16.3.3.2 This appeal shall be a clear and concise statement of the reason for the appeal, and the remedy being sought.
 - 16.3.3.3 The Superintendent shall communicate his/her decision in writing to the grievant within ten (10) days after receipt of the appeal. A copy of this decision shall be sent to the Association.
 - 16.3.3.4 At the request of either party, a meeting shall be held prior to the Superintendent's decision to discuss the issues of the grievance. The grievant may be assisted at the meeting by his/her MHCEA site representative.
- 16.3.4 Step Four
- 16.3.4.1 The grievant may, within ten (10) days after receipt of the Superintendent's decision, appeal the decision to the Board of Education.
 - 16.3.4.2 The appeal shall be a clear and concise statement of the reason for the appeal, and the specific remedy being sought.
 - 16.3.4.3 Within thirty (30) days after receipt of an appeal, the Board of Education shall meet and hear the appeal.
 - 16.3.4.4 The Board shall communicate its decision in writing within ten (10) days following its decision.
 - 16.3.4.5 The decision of the Board of Education shall be the final step of the grievance procedure.

16.4 General Procedures

- 16.4.1 Until there is a final disposition of a grievance, the grievant is required to conform to the most recent decision of the District.
- 16.4.2 During the pendency of any proceeding within the grievance procedure, no action will be made public. Nothing in this subsection limits the Association's ability to communicate with its members.
- 16.4.3 Time limits given in these procedures may be modified by written agreement of all parties involved, specified in writing.
- 16.4.4 The failure of a grievant to appeal to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future

appeal within the grievance procedure concerning that particular grievance.

- 16.4.5 The failure of the District to conform to the specific provisions of the grievance procedure shall permit the grievant to submit an appeal to the next step in the grievance procedure.
- 16.4.6 All materials concerning the grievance shall be kept in a file separate from the Association member's personnel file during the course of the grievance proceedings.
- 16.4.7 The grievant may be accompanied by a MHCEA representative of his/her choosing, commencing at the Informal Step of the grievance procedure.
- 16.4.8 When it is necessary for a designated Association MHCEA representative to attend a grievance conference with an administrator and a grievant during the work day, he/she will, upon notice to his/her immediate supervisor, be released without loss of pay in order to participate in the conference.
- 16.4.9 If the immediate supervisor is not empowered to make a decision on the Association member's grievance, he/she will automatically forward said grievance to the appropriate management level that is empowered to make a decision. The grievant will be notified within five (5) working days of the forwarding of the grievance. The time allotted for a District response shall commence upon receipt of the grievance by the appropriate management personnel.
- 16.4.10 An Association member may present a grievance directly and have such grievance adjusted without intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement. The Association shall be provided copies of any grievances filed by Association members. The Association may, within ten (10) days of receipt of a copy of a grievance, file with the District a written response to the District's decision.
- 16.4.11 The parties agree that early resolution of grievances is essential for productive labor-management relations. The parties further agree to do everything in their power to make sure that grievances get resolved at the lowest level possible, preferably the informal level. To that end, once each school year, there shall be a joint workshop of MHCEA representatives and District first line supervisors to receive training and explore strategies for settling grievances and resolving problems at the lowest possible level. The workshop shall be held during the regular work day and shall be conducted jointly by the Association and District staff.

ARTICLE 17 - RULES GOVERNING

17.1 Savings

If any provision of this Agreement is declared illegal by a court of competent jurisdiction or by legislative act, then that provision shall be deleted from this Agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect.

17.2 Mutual Obligations

- 17.2.1 The parties agree that the laws of the State of California provide a rational and effective means of resolving differences through meeting and negotiating.
- 17.2.2 Consistent with the laws of California, the parties recognize their mutual obligation to fulfill, in good faith, the terms and conditions of the Agreement.
- 17.2.3 The Association, its officers, agents, affiliates, members and those it represents agree not to cause, engage in, honor, or sanction or encourage a work stoppage, slowdown, or any refusal or failure to fully and faithfully perform all assigned duties or in any other way interfere with the operations of the School District.
- 17.2.4 Violation of this article by the Association or by any Association member may constitute just cause for discharge or other discipline and/or penalties to be determined by the Board of Education.
- 17.2.5 The District and the Association agree to meet and negotiate in good faith, and to make full use of those processes as provided in law to reach agreements beneficial to the students of the District and the Association.

17.3 Deflator Clause

In the event that the District is affected by a reduction in revenue below the level of the previous year because of a reduction in state or local funding, or a reduction in the local control funding formula, or a reduction of other anticipated income, the Association and the District agree to meet and negotiate immediately concerning compensation and any section representing cost to the District. In the event negotiations are opened under this section, the parties agree to expedite the negotiation process. If after twenty (20) calendar days following the first meeting agreement has not been reached, the District and the Association shall mutually declare impasse. The parties further agree that for the purpose of negotiations under this section, none of the statutory time frames for impasse will be waived.

17.4 Effect of Agreement

- 17.4.1 The District and the Association mutually agree that the terms and conditions set forth in the provisions of this Agreement represent the full and complete understanding and commitment between the parties, which may not be altered, changed, added to, deleted from, or modified unless by mutual consent in writing or as authorized by Section 17.3 of this Agreement.
- 17.4.2 The District and the Association also mutually agree that this Agreement shall be in full settlement of all issues which were, could have been, or may be subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement. Except for new contract negotiations or negotiations during the term of this Agreement, neither party shall be required to negotiate with respect to any matter, whether or not referred to or covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

17.5 Successor Agreement

- 17.5.1 The Association shall submit in writing to the Board of Education, not later than February 1 the expiration year of this Agreement, its proposals for a Successor Agreement.
- 17.5.2 The Board of Education shall, as soon as practicable, provide an opportunity for the public to comment on the Association's proposals.
- 17.5.3 Within thirty (30) days of comments from the public, the Board of Education shall make its intended initial response public.
- 17.5.4 At the following regularly scheduled meeting, the Board of Education shall provide an opportunity for the public to comment on its intended initial response.
- 17.5.5 The Board of Education shall adopt its initial response to the Association's proposals within twenty (20) days of the public comment.
- 17.5.6 Negotiations shall commence within thirty (30) days of the Board's adoption of its response to the Association.

17.6 Reopening Negotiations

- 17.6.1 During the duration of the agreement, the Association shall have the right to reopen Article 4 Compensation, Article 7 Health and Welfare, and up to two (2) other articles annually for negotiation purposes.

- 17.6.2 The Association and the Board of Education shall follow the timeline included in Section 17.5, Paragraphs 17.5.1 through 17.5.6 above.

ARTICLE 18 - EFFECTS OF LAYOFF

- 18.1 The District may lay off classified staff, upon sixty (60) days' written notice, for lack of work or lack of funds. A layoff consists of any reduction in hours per day or days per year, or a demotion in lieu of layoff.
- 18.2 Prior to issuance of layoff notices, the District shall notify the Association of the need for layoffs and shall receive input on the impending layoff from the Association, including alternatives to layoff and measures to mitigate the impact of layoffs on Association members. Nothing in this section shall be construed to mean that the District has in any way limited its management prerogative to determine when and how to effect layoffs.
- 18.3 In the event of layoff, Association members with the lowest seniority within a classification shall be laid off first.
- 18.4 Seniority for layoff shall be within classification. Time spent in higher classifications counts as seniority in lower classifications. Seniority shall be based on date of hire in accordance with Ed. Code Sections 45307-9.
- 18.5 Workers who have been laid off are eligible for reemployment for a period of thirty nine (39) months and shall be re-employed in preference to new applicants. Such workers may participate in promotional examinations within the District during the thirty nine (39) months. Workers who voluntarily take a demotion in lieu of layoff will remain on the reemployment list for an additional twenty four (24) months.
- 18.6 A worker to be laid off may bump the least senior worker in the same classification or a lower classification previously held by the worker.
- 18.7 In the event of a reduction in force, the District agrees that it will not unilaterally increase workload, nor will it unlawfully transfer or contract out Association work, or use volunteers to replace the work of eliminated/reduced positions.

ARTICLE 19 - DURATION

This Agreement shall remain in effect from July 1, 2018 through June 30, 2021.

SIGNATURE PAGE

For Morgan Hill Classified Employees Association

Danielle Nunes,
MHCEA President

Cheryl Van Deventer,
MHCEA Vice President

Debbi Wilson,
MHCEA Treasurer

Luz Andrade,
MHCEA Secretary

For Morgan Hill Unified School District

Mary Patterson,
President, Board of Trustees

Steve Betando,
Superintendent

Fawn Myers,
Assistant Superintendent, Human Resources

Kirsten Perez,
Assistant Superintendent, Business Services

Appendices

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| Appendix A | 2018 - 2019 Classification and Ranges |
| Appendix B | 2018 - 2019 Classified Salary Schedule |
| Appendix C | MHCEA Contract Definitions |
| Appendix D | Side Letter for Implementation of 2018 - 2019 Salary Schedule for Regular and Substitute Employees |
| Appendix E | Side Letter for Vacation Payout for Twelve (12) Month Employees |

