

MENIFEE UNION SCHOOL DISTRICT

Classified Contract

July 1, 2010

Through

June 30, 2013

Approved by the Governing Board

of the

Menifee Union School District

May 25, 2010

**TABLE OF CONTENTS**

*Article 1 Preamble*..... 1

*Article 2 Recognition* ..... 2

*Article 3 Union Rights* ..... 3

*Article 4 Management Rights* ..... 7

*Article 5 Non Discrimination* ..... 10

*Article 6 Personnel Files*..... 11

*Article 7 Hours and Work Year*..... 13

*Article 8 Evaluation* ..... 15

*Article 9 Leave of Absence*..... 18

*Article 10 Vacations and Holidays* ..... 30

*Article 11* ..... 32

*Article 12 Grievances* ..... 33

*Article 13 Salary*..... 37

*Article 14 District Vacancies* ..... 38

*Article 15 Disciplinary Action and Dismissal Procedures* ..... 42

*Article 16 Career Development*..... 46

*Article 17 Fringe Benefits*..... 47

*Article 18 Health and Safety*..... 48

*Article 19 Layoff*..... 50

*Article 20 Job Classification*..... 52

*Article 21 Scope of Agreement and Waiver Clause* ..... 54

*Article 22 Savings*..... 55

*Article 23 Concerted Activities Prohibited* ..... 56

*Article 24 Continuing Communications* ..... 57

*Terms and Conditions of Agreement – Effective 7/1/2010 through 6/30/2011* ..... 58

*Appendix A – Job Classification* ..... 59

*Appendix B – Evaluation F* ..... 60

*Appendix C – Grievance Form – Level 1* ..... 61

## **Article 1 Preamble**

- 1.1 This Agreement is made and entered into by and between the Board of Trustees of the Menifee Union School District (District) and the Menifee Council of Classified Employees (MCCE), American Federation of Teachers, Local 6109; California Federation of Teachers (CFT); American Federation of Teachers (AFT); American Federation of Labor-Congress of Industrial Organizations (AFL-CIO) hereinafter, collectively, Union).

## **Article 2 Recognition**

- 2.1 For the term of this Agreement, the District recognizes the Union as the exclusive representative for a unit of classified employees as certified by the California Public Employment Relations Board (PERB), Unit Determination number LA-RR-1049, on March 24, 2000 and a unit of classified exempt employees (noon duty supervisors/crossing guards) in number LA-RR-1053 on May 4, 2000, as set forth in Appendix A.
- 2.2 The District will notify the Union of any new non-certificated positions or current positions represented by the Union that are retitled and the District's determination of whether the position is or is not in one of the bargaining units represented by the Union. The Union will notify the District in writing if it disagrees with the District's determination. Cases that cannot otherwise be resolved shall be resolved in accordance with applicable rules and regulations of PERB.

## Article 3 Union Rights

- 3.1 The Union shall have the right to use campus buildings, sites and equipment upon request and in accordance with California Education Code Sections 40040, et seq. (Civic Center Act).
- 3.2 The District shall designate a reasonably sized, well defined bulletin board at each of its campuses, to which the Union shall have exclusive access for the purpose of posting notices of activities and matters of Union concern. Any notices or information posted shall be signed and dated by an appropriate officer of the Union, and a copy shall be submitted to the Assistant Superintendent of Personnel.
- 3.3 The Union may place Union materials in "mailboxes" designated by the District for use by bargaining unit members. All such materials must be signed and dated by an appropriate officer of the Union, and a copy shall be submitted to the Assistant Superintendent of Personnel.
- 3.4 Upon request, the District agrees to furnish the Union with copies of all public records that are reasonably necessary for the Union to fulfill its role as the exclusive bargaining representative. The Union shall reimburse the District for the costs of reproduction for request in excess of 100 pages. In addition, two copies of the Board Agenda packet shall be provided to the Union no later than the date it is made available to the public.
- 3.5 Payroll deduction of union dues or agency fee
  - 3.5.1 Within thirty (30) calendar days of employment all bargaining unit employees shall either (1) join the Classified Union by executing a payroll deduction authorization form for the payment of dues, or (2) have a full service fee deducted from their wages, or (3) choose to pay a reduced fair share fee and submit the appropriate form to the MCCE and the District.
  - 3.5.2 Religious Exemption: As allowed in Gov. Code 3564.3, any bargaining unit member who belongs to a recognized religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the MCCE as a condition of employment except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (3) of Title 26 of the Internal Revenue Code:
    - Operation School Bell
    - Community Cupboard

To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The MCCE executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made within 30 days of the date of the employee's hire.

Proof of payment shall be submitted to the MCCE within 15 days of the actual payment to the non-profit organization, and shall be renewed annually, in the same month as the previous year, thereafter to the MCCE as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items.

Any unit member claiming religious exemption, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost to the MCCE of using said grievance or arbitration procedures.

- 3.5.3 With respect to all sums deducted by the Employer pursuant to section above, whether for membership dues for agency fee, the District shall remit such moneys promptly to the MCCE treasurer accompanied by a list of unit members for whom such deductions have been made.
- 3.5.4 The District shall make the appropriate deduction from each bargaining unit member's monthly wages unless (1) the employee has provided the District with a receipt showing that dues or the service fee was paid directly to the MCCE or (2) proof of payment has been received should the employee claim the religious exemption.
- 3.5.5 The MCCE and Meniffee District agree to furnish to each other any information reasonably necessary to fulfill the provisions of this Article.
- 3.5.6 Should a bargaining unit member's paycheck be of insufficient amount to meet the authorized dues deduction, no deduction of any amount will be made by the District.
- 3.5.7 The Union agrees to reimburse the District for any dues withheld or paid to the Union in error. The Union will give the District a minimum of forty-five (45) calendar days advance notice of any change in the amount of monthly dues as well as a copy of the notification of the change which was sent to all employees in the bargaining unit.
- 3.5.8 The Union shall indemnify and hold harmless the District from any loss,

damages or expenses of any form arising from including the cost and attorney's fees related to defending any legal action the operation of this provision.

- 3.6 Names, addresses, school site, position, and telephone numbers (if released by employees) of all employees within the bargaining units shall be provided to the Union at least annually (September 15th). Updates will be provided when prepared by the personnel office in the ordinary course of business.
- 3.7 Either the Union President or his/her appointee shall be allowed to make short, salutatory remarks at the annual commencement of school meeting.
- 3.8 The District shall provide Union release time as follows:
  - 3.8.1 The District will provide reasonable periods of release time for a reasonable number of union negotiators for the purpose of negotiating the successor agreement provided that regardless of the number of Union negotiators the District shall have no obligation to grant combined aggregate total for all such negotiators of more than two hundred hours of release time during the negotiating process unless the District otherwise agrees. The parties understand that the two hundred hours limitation described herein is applicable to the negotiating process for a successor contract rather than to any calendar period.
  - 3.8.2 Designated representatives of the MCCE shall be granted paid leave not to exceed a combined total for all such representatives of fifteen (15) working days per year for the purpose of conducting lawful association or District business activities, provided that such leave does not interfere with District operations. The Union President shall give the Assistant Superintendent of Personnel as much prior notice as is reasonably possible of the impending leave. Any Union released time beyond 15 days shall be paid back to the District at the sub rate up to 20 total days of leave.
  - 3.8.3 Notwithstanding the above or any other provision of this Agreement, no single employee with the exception of the President shall be entitled to more than fifteen (15) days of leave for Union activity and/or negotiations without approval of the District.
- 3.9 Subject to mutual agreement on the format, the District shall make two master copies of this agreement available to the Union for printing and distribution to bargaining unit member.

*Revised 5/25/10*

## Article 4 Management Rights

- 4.1 All matters not specifically covered by this Agreement are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanent, any of the following:
- 4.1.1 The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees.
  - 4.1.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes, and debt, and all means and conditions necessary or incident to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget information process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures.
  - 4.1.3 The acquisition, disposition, number, location, types, and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, service, and activity functions assigned to such properties.
  - 4.1.4 All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance, and repair services; provided, however, that at least sixty (60) days prior to subcontracting for services which would result in the layoff of bargaining unit employees, the District will notify the Union and meet and consult as to alternative measures which would avoid a layoff.
  - 4.1.5 The utilization of personnel not covered by this Agreement, including but not limited to substitutes, casual and provisional personnel, consultants, and supervisory or managerial personnel, to do work which is normally done by unit members covered hereby, and the methods of selection and assignment of such personnel.

- 4.1.6 The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, student admission, student attendance, student transfers, grade level advancement, student guidance, grading, student testing, student records, health and safety, student conduct, student discipline, transportation, food services, racial and ethnic balance, student extracurricular and co-curricular activities, emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel, and the public with respect to such matters.
- 4.1.7 The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment or reassignment of unit members to any location, facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to whether, when and where there is a job opening.
- 4.1.8 The job classifications and the content and qualifications thereof; provided, however, the District shall inform the Union of all proposed reclassifications of existing positions at least twenty (20) days prior to presentation to the Board of Trustees.
- 4.1.9 The duties and standards of performance for all unit members, and whether any unit member adequately performs such duties and meets such standards.
- 4.1.10 The dates, times and hours of operation of District facilities, functions and activities, work schedules, and the school calendar.
- 4.1.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters.
- 4.1.12 The retirement of unit members for age or disability as provided by law.
- 4.1.13 The layoff of unit members as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the District.
- 4.1.14 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this Agreement constitute the only limitations upon the District's right to determine, implement, supplement, change, modify, or discontinue in whole or part any term or condition of employment, or adapt any policy,

rule, regulation, or practice the District deems fit and appropriate. The exercise of any right reserved to the District herein in a particular manner, or the non-exercise of any such rights, shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

## **Article 5 Non Discrimination**

- 5.1 Neither the District nor the Union shall illegally discriminate against any employee of the district on the basis of race, color, creed, age, sex, national origin, religion, political affiliation, marital status, sexual orientation, physical or mental impairment, or for membership or non-membership or participation or non-participation in the activities of an employee organization.

## Article 6 Personnel Files

- 6.1 It is understood that personnel files are the property of the District. The District shall maintain personnel files for all bargaining unit members. There shall be one personnel file for each employee maintained at the District's central office. Each employee's site supervisor shall be allowed to maintain a working file on that bargaining unit member.
- 6.2 The files – one at the District office and the one maintained by a supervisor shall be considered confidential information and shall be available only to authorized administrative personnel and to the employee and/or his/her union representative.
- 6.3 Material ascribed to an anonymous source or any material deemed by the employee to be derogatory shall not be placed in a bargaining unit member's personnel files without the employee's knowledge and right to respond. Unsubstantiated anonymous information may not be used as a basis for discipline.
- 6.4 Every bargaining unit member and/or their union representative shall have the right to inspect their personnel files. If the employee is not present, the union representative must have a signed statement authorizing the access from the employee.
- 6.5 Information of a derogatory nature – except materials relating to ratings, reports or records that were obtained prior to his/her employment, that were prepared by identifiable employment examination committee members or were obtained in connection with a promotional examination – shall not be entered or filed in the bargaining unit member's personnel files unless the employee is given notice and an opportunity to review the information and comment thereon in writing within ten (10) working days and affix their signature on the original copy. The signed copy shall be filed with the understanding that such signature merely signifies that the employee read the material, with no inference that the employee accepts or agrees with any such material. If the employee refuses or otherwise fails to sign, that fact will be noted on the filed document. During the ten (10) working days, the employee may request a meeting with the Assistant Superintendent Personnel Services to review and contest a written reprimand. The employee may be accompanied by a Union representative at the meeting. After considering the matter, the Assistant Superintendent shall make a final determination as to whether the reprimand shall go forward.
- 6.6 The employee shall have the right to attach a written response to any material filed in either his/her personnel file at the District Office and the working file maintained by the supervisor. The employee shall have ten

(10) working days from the date the original copy was signed in which to file a written response.

## **Article 7 Hours and Work Year**

- 7.1 The work week shall consist of five days, eight hours per day, and 40 hours per week; provided, however, that the District may establish a work day of less than eight hours or a work week of less than 40 hours for part-time employees.

The District shall designate for each bargaining unit member the length of the work day, the beginning and ending times, the specific days of the week and year, and the months per year for each position or assignment. An employee may request flexible hours but the granting of flexible hours shall be at the discretion of management. At the District's discretion, employees may be required to punch in and out on a time-clock at the beginning and end of assigned work days and for lunch breaks. Employees will be notified at least ten calendar days in advance of any permanent change to their schedules. The employee may request a meeting to discuss the change in schedule with his/her immediate supervisor and/or the Assistant Superintendent of Personnel. At that meeting the employee may have Union representation.

- 7.2 The District may extend the work day or work week on an overtime basis. Overtime is defined as any time required to be worked in excess of eight hours in any one day and in excess of 40 hours in any calendar week; provided, however, that all required hours worked on Saturday or Sunday will be paid as overtime. Overtime shall be compensated at the rate of one and one-half times the regular rate of pay.

- 7.3 Bargaining unit members will be provided one rest period of fifteen (15) minutes for each four full continuous hours of work per day, with the time of the rest period to be designated by the supervisor after consulting with the employee. The rest period shall not be used to lengthen the lunch period or shorten the work day.

- 7.4 A bargaining unit member whose work day exceeds six (6) hours shall be provided a duty-free meal period of not less than 30 minutes which is uninterrupted except in an emergency situation, as scheduled by the immediate supervisor after consulting with the employee. The duty-free meal period is not part of the regular working day.

- 7.5 Employees working during the intersession in their regular assigned positions shall be compensated at their regular rate of pay, and shall accrue holidays, vacation and sick leave in accordance with the regular school year schedule, as specified in this Agreement.

- 7.6 When bargaining unit members are required to work on paid holidays, the District shall pay the employee at the rate of two and one-half times the employee's regular hourly rate.

- 7.7 Bargaining unit employees shall be compensated for all required time worked beyond their assigned hours. Employees who are called from their assigned duties to make use of their bilingual skills, shall be allowed additional time to complete their assigned duties or temporarily relieved of assigned duties as determined by their immediate supervisor.
- 7.8 Full-time (40 hours per week) unit members called back to work after completion of their regular assignment shall be compensated for not less than one hour of overtime at the current rate unless called back after midnight and before 5:00 a.m., in which case they shall be compensated for not less than two hours at double-time. Part-time employees shall be compensated for a minimum of one hour at their regular rate unless called back after midnight and before 5:00 a.m., in which case they shall be compensated for not less than two hours at double-time.

## **Article 8 Evaluation**

- 8.1 The purpose of employee evaluation shall be the improvement and documentation of performance. It is not intended that the evaluation procedure should be used as a substitute for appropriate discipline.
- 8.2 The District retains sole responsibility for the evaluation and assessment of the performance of each employee. The evaluation shall be based upon the job description and in the format attached hereto as Appendix C.
- 8.3 The supervisor shall prepare an evaluation report at least every year within sixty (60) days of the date of the employee's prior annual evaluation. The supervisor may, however, prepare the annual evaluation report prior to May 30th of the school year instead of the anniversary date.
- 8.4 The supervisor shall prepare a formal evaluation for probationary employees prior to the end of the sixth (6th) month of service and prior to the completion of the twelfth (12th) month of service. A supervisor will not necessarily wait for a formal evaluation to discuss performance problems and appropriate corrections with a probationary employee in order to assist the employee to qualify for permanent employment in the District.
- 8.5 The immediate supervisor shall confer with the employee on the subject of the evaluation when it appears to the supervisor within a reasonable time before the evaluation due date that a rating of "Performance Unsatisfactory" is likely in one or more of the "Performance Characteristics." The areas where expectations are not being met shall be reviewed with the employee, and suggestions will be given for improvement. A record of conference shall be prepared by the supervisor for the personnel file of the employee, with a copy submitted to the employee.
- 8.6 The supervisor shall arrange a conference with the employee within thirty (30) days of completion of the evaluation report to discuss the evaluation. In the event that the employee fails to attend the scheduled conference, a copy of the evaluation shall be sent by certified mail to the employee. The employee shall receive a copy of the evaluation, and shall have the right to submit a written response to the evaluation.
- 8.7 The signature of an employee on the evaluation report reflects only that the employee has read the report.
- 8.8 An employee shall be notified in advance by his/her supervisor if he/she will receive an overall unsatisfactory evaluation, in which case the employee may have a union representative present at the conference.

8.9 Each permanent classified employee shall be evaluated annually. An employee receiving an overall rating of satisfactory or better on his/her annual evaluation shall advance one step on the salary schedule unless he/she has attained the top step on the salary range. When an employee receives an overall unsatisfactory annual evaluation, his/her step increase shall not become due until the satisfactory completion of an additional interim evaluation. An interim evaluation shall be done within 60 working days of the prior evaluation.

#### 8.10 Transfers

8.10.1 All classified staff selected to change job class or title (change of status) will be evaluated in writing prior to transfer, promotion, or title change, regardless of assigned work site.

8.10.2 Probationary classified staff will be evaluated in writing before they are transferred to a new position/site and again at the twelfth month mark prior to receiving permanent status. The exceptions to this guideline are evening custodian and food service employees whose assigned Director or Supervisor will ensure continuity of evaluation.

8.10.3 Evaluations for permanent classified staff who have received a "satisfactory" evaluation within the past six months are not required prior to transfer/reassignment. The receiving site/department will evaluate the employee on the established evaluation due date.

8.10.4 All permanent classified employees for ALL departments that have received a "needs improvement" or "unsatisfactory" on their last evaluation must be evaluated prior to transfer.

8.10.5 In the event that a classified employee receives less than a satisfactory evaluation for the evaluation described in numbers 8.2 and 8.4 above, the transfer will be completed as scheduled, and within the first 6 months on the job, the new manager will hold a conference with the employee to discuss how the problems identified in the evaluation as "needs improvement" will be measured and improved in the new position.

#### 8.11

**Revised 5/25/10**

## **Article 9 Leave of Absence**

### **9.1 Sick Leave**

- 9.1.1 Each classified employee is entitled to one (1) day of sick leave per each month he/she is employed by the District. Sick leave shall be credited at the beginning of the school year. Employees who do not complete a full year of service will be charged for any unearned sick leaves used as of the date of termination. However, new employees of the District shall not be eligible to take more than six (6) days of sick leave until six months of active service has been completed with the District.
- 9.1.2 Unused days are cumulative and carried over to the succeeding year without limit as long as the employee is retained by the District, except that days for sick leave do not accrue when an employee is on leave of absence without pay.
- 9.1.3 Sick leave privileges shall not accrue to employees in a temporary, substitute, or non-classified position. Classified employees serving regularly on a part-time basis or for part of a school year shall be entitled to sick leave privileges in the proportion that time served bears to the full-time service.
- 9.1.4 For absence due to employee illness or injury extending beyond the accumulated sick leave credit, but not to exceed five (5) months, a classified employee shall be credited once a year with up to 100 working days of paid sick leave, less the sick leave earned in 9.1.1 and 9.1.2. Such days of paid sick leave shall be compensated at 50% of the employee's regular salary. For all classified employees, the days provided by this provision shall be exclusive of vacation or other paid leave not covered in 9.1 – 9.4 and shall not be accumulated from year to year.
- 9.1.5 Satisfactory proof of the nature, extent, and duration of the illness, including a District-procured doctor's verification, may be required for the employee in cases where his/her supervisor feels the employee has violated the intent of the sick leave policy.
- 9.1.6 Satisfactory proof of the employee's ability to return to normal duty may be required of the employee in cases where his/her supervisor has any question about the employee's ability to return to duty.
- 9.1.7 In cases of disability when the employee has prior knowledge of an impending disability, the employee and the physician shall determine when the employee shall begin the disability and when the employee

shall resume normal duties. The verified dates determined by the employee and the physician shall be placed on file in the Personnel Office.

- 9.1.8 In all cases of absence, the employee shall furnish his/her supervisor with an employee absence report, signed by the employee, certifying the illness, injury, or quarantine.

An employee who has been absent due to illness must notify the District the day before he/she returns. This notice must be given by telephone to the SubFinder or the employee's department or site secretary by 2:30 PM of the day before they intend to return to work.

After having given this notification, should the employee find that he/she is not able to return the following day, the employee will inform the SubFinder by Internet or telephone at least one hour before the employee's normal workday begins.

An employee who fails to notify the District by 2:30 PM of the prior normal workday of his /her intent to return to work may be sent home if a substitute has already been called. That employee would be paid only the difference between what the District pays for their substitute and what the employee would normally be paid.

## 9.2 Maternity/Pregnancy Disability Leave

- 9.2.1 Employees shall be entitled to use personal illness leave (sick leave) for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illness, injuries, or medical disabilities. Such leave shall not be used for child care, child rearing, or preparing for childbearing, but shall be limited to those disabilities caused or contributed by pregnancy, miscarriage, childbirth, or recovery from those conditions.

- 9.2.2 The length of such pregnancy disability leave, including the date on which the leave shall commence and the date on which the employee's duties with the District are to be resumed, shall be determined by the employee and the employee's physician, subject to the following conditions: An employee who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required duties and responsibilities and has submitted the necessary doctor's certificate. An employee returning from pregnancy leave shall return when she is able fully and properly to resume her duties and has submitted the necessary doctor's certificate.

- 9.2.3 Classified employees shall be entitled to leave without pay or other

benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, when all current, accumulated, and differential pay sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician provided, however, that the District may require verification of the extent of disability.

9.2.4 This leave provision shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for other illnesses, injuries, or disabilities.

9.2.5 An employee on pregnancy disability leave for five (5) months or less shall be entitled to return to the same position classification and assignment she held when the leave commenced, unless that assignment has been discontinued. When the assignment has been discontinued, the employee shall be entitled to a comparable assignment in the same position classification. An employee on maternity disability leave for more than five (5) months shall be entitled to return to an assignment in the same position classification comparable to the assignment held at the time the leave commenced. In any case, the assignment of the employee upon return to work shall be in the same position classification and comparable (in terms of hours/days/months) to that held at the time the leave commenced.

### 9.3 Bereavement Leave

9.3.1 Each classified employee shall be granted three (3) days leave of absence with pay due to death in his/her immediate family, or five (5) days when out of state travel or travel beyond a radius of 500 miles is required to attend or arrange the funeral.

9.3.2 Members of the immediate family are defined as the spouse, father, father-in-law, mother, mother-in-law, grandfather, grandmother, or grandchild of the employee or of the spouse of the employee; the son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the employee or of the spouse of the employee, or any relative living in the immediate household of the employee. An employee may request additional bereavement leave or bereavement leave for someone not covered above when special circumstances exist. The granting of such leave will be in the sole discretion of the superintendent or designee. This leave is to be taken at the time of the death of the family member.

### 9.4 Personal Necessity Leave

- 9.4.1 Personal necessity leave shall be granted to a probationary or permanent classified employee in order that the classified employee can attend to important personal business that cannot be attended to during the non-duty hours. The Superintendent or designee shall have the right to grant this leave for special circumstances. This leave shall not be available for purposes of personal convenience, or for the extension of a holiday or vacation, or for recreational activities. Such leave shall be deducted from sick leave.
- 9.4.2 Each classified employee may use a maximum of seven (7) days in any school year for personal necessity leave. This leave shall be requested in writing. The written request shall specify the nature of the necessity that requires the taking of the leave. Under confidential and sensitive circumstances, unit members will be permitted to give their immediate supervisor verbal reasons for requesting such a leave.
- 9.4.3 Each classified employee shall not be required to secure advance permission for leave taken for any of the following reasons:
- Death or serious illness of a member of his/her immediate family (members of family as defined in section 3 of this Article.)
- Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
- 9.4.4 Appearance in court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction. Each date of necessary attendance under such an order, other than the date specified in the subpoena, shall be certified by the clerk or authorized officer of the court or other official of a body of jurisdiction. In any case, in which a witness fee is payable, such a fee shall be collected by the employee and remitted to the District.
- 9.5 Family Necessity Leave
- 9.5.1 In any calendar year a classified employee may use sick leave up to one half (1/2) of the employee's annual accrual in order to attend to an ill child, parent, or spouse of the employee. The District may require the same types of illness verification as set forth in Section 9.1 (Sick Leave) of this Article. "Child" or "parent" shall include biological, foster, adoptive, or step relationship, or registered domestic partner as well as the relationship of legal guardian/ward and in loco parentis.
- 9.6 Family Care and Medical Leave
- 9.6.1 According to the Family Care and Medical Leave Act of 1993 (Government Code 12945.21), an employee who meets the requirements of 9.6.2 below is entitled to family care and medical leave

(FCML) for the birth, newborn care, adoption, or foster care placement of a child with the employee, or the serious illness of a child, parent, spouse or the employee, or their own serious medical condition.

9.6.2 An employee must

9.6.3 Have worked for the District for at least one year prior to the leave; and  
Have provided at least 1,250 hours of service during the 12 months before leave commences.

Comply with all requirements of state/federal law pertaining to family care and medical leave

9.6.4 The employee may be granted up to twelve (12) work weeks of family and medical leave (FCML) during the twelve-month period beginning with the date of commencement of leave. Leave may be taken in one or more periods. The District may deny leave request if the leave is not of sufficient duration. For intermittent leave or leave of a reduced leave schedule, there must be medical certification of the medical need for the leave and that the medical need can be best accommodated through such a schedule. The employee shall attempt to schedule the leave so as not to disrupt District operations subject to the approval of the employees' health care provider.

Two parents both employed by the District may take only a combined total of twelve (12) weeks leave during the 12 month period if the leave is for the birth of a child or to care for the child after birth, or for placement of a child with the employee for adoption or foster care.

9.6.5 Upon expiration of any pregnancy disability leave authorized by Government Code Section 12945.2, the employee is eligible for up to an additional 12 weeks of FCML to care for the newborn child. The employee must provide at least 30 days advance written notice of her request for FCML in addition to pregnancy disability leave.

FCML available for the care of a newborn child will be reduced by any other paid leave taken aside from the pregnancy disability period as defined in Government Code section 12945.2

9.6.6 The District may require the employee to temporarily transfer to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, so long as it has equivalent pay and benefits.

9.6.7 Except for those employees who qualify under (d) of this section, employees shall utilize and exhaust all available paid sick leave,

substituting such paid sick leave for FCML for the employee's own serious health condition where the employee is unable to perform the functions of his/her position. Upon exhaustion of current year and accrued paid sick leave, the employee shall utilize all available paid vacation and compensatory time off leave. Any available days of differential pay shall next be utilized. If the total sick leave, vacation leave and days of differential pay is less than 12 work weeks, the remainder of the 12 week leave period shall be unpaid FCML.

- 9.6.8 The employee must provide sufficient information for the District to determine whether the leave qualifies as FCML entitlement. An employee who fails to identify a reason enumerated above, may be required to provide additional information to substantiate whether the leave request qualifies.
- 9.6.9 Part-time employees, otherwise eligible for FCML leave, are entitled to leave in the proportion that their work schedule bears to a full-time assignment.
- 9.6.10 An employee must provide at least 30 days advance written notice of the need for FCML leave if the need is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or family member. Where this is not practicable, because the employee lacks knowledge of when the need for leave would begin, notice must be given as soon as practicable. Notice must be given within no more than one or two working days of learning of the need for leave, except in extraordinary circumstances. In the case of a medical emergency requiring leave because of the employee's own serious health condition, or to care for a family member with a serious health condition, written notice is required as soon as the need for leave is known. The employee is required to provide additional information as soon as it can readily be accomplished, taking into consideration the exigencies of the situation. Where the employee fails to give at least thirty days written notice for foreseeable leave with no reasonable excuse of delay, FCML leave shall be denied until at least thirty days after the date the employee provides written notice of the need for leave.

The written request shall be on the appropriate District form and shall specify the reason for the leave (e.g., birth, adoption, illness of family member, etc.), and the anticipated date and duration of the leave. It is expressly understood, and notice is hereby given, that an employee who is on family care medical leave has the right to reinstatement to the same or an equivalent position upon return from leave.

- 9.6.11 Leave may be denied if the employee has not complied with the foregoing procedures.
- 9.6.12 Except to the extent that paid leave is substituted for FCML an employee is not entitled to salary during leave.
- 9.6.13 Upon termination of leave, the employee shall be entitled to reinstatement to a position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave, unless the original position has been eliminated due to layoff or restructuring of the District during the leave.
- 9.6.14 Upon termination of leave, an employee retains the same seniority as at the commencement of leave. Seniority shall not accrue during unpaid leave.
- 9.6.15 For leave taken to care for a sick family member or for the employee's own illness, medical certification issued by the licensed health care provider of the employee or family member must include:
- The date on which the serious health condition commenced;
  - The probable duration of the condition;
  - The health care provider's estimate of the amount of time the employee needs to care for the individual;
  - A statement that the serious health condition warrants the participation of a family member to provide care; and
  - For an employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her position.
- 9.6.16 The written certification must be provided within fifteen (15) calendar days of the date of the request, unless impractical to do so. The District may require a second medical opinion, paid for by the District from a health care provider not regularly employed by the District. The District may also require a third medical certification (employer-paid) in the event of a conflict between the first and second opinions. If the leave extends beyond the period indicated in the original medical certification, or additional leave is requested, re-certification may be required.
- 9.6.17 During FCML, the District shall maintain an employee's coverage under the health plan at the same level as prior to leave. If the District provides new health benefits or changes health benefits during leave, the employee is entitled to the new or changed benefits or plan to the same extent as if not on leave. The District shall give an employee on

leave notice of any opportunity to change plans or benefits. If a plan permits an employee to change from single to family coverage upon the birth of a child or otherwise add new family members, such a change in benefits will be available. An employee may choose not to retain health coverage during leave. When the employee returns he/she is entitled to be reinstated on the same terms as prior to the leave, without any qualifying period, physical examination, exclusion, or preexisting condition.

9.6.18 Except as required by COBRA, the District's obligation to maintain health benefits for an employee on leave must continue to be paid by the employee during the leave. If premiums are raised or lowered, the employee will pay the new rate. The employee shall make arrangements with the District concerning the method of payment. The District's obligation to maintain insurance coverage ceases if the employee's payment is thirty (30) days late. The employee may elect to continue any non-health benefits (e.g., life insurance), by paying the premiums.

9.6.19 The District may recover any premium payments missed and its share of health premiums paid during leave if the employee fails to return to work when entitlement to leave is exhausted, unless the reason the employee does not return is due to:

The continuation, recurrence, or onset of a serious health condition entitling the employee to leave; or

Other circumstances beyond the employee's control.

Example: An employee's spouse is unexpectedly transferred to a job more than seventy-five (75) miles from the employee's work site; a relative or individual other than an immediate member has a serious health condition and the employee is needed to provide care; or the employee is laid off while on leave. Circumstances beyond an employee's control would not include an employee desiring to remain with a parent in a distant city even though the parent no longer requires the employee's care or a mother's decision not to return to work to stay home with a newborn child.

When an employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition, the District may require the medical certification of the employee's or the family member's condition within thirty (30) days. If certification is not provided, the District may recover from the employee health benefit premiums paid during the unpaid leave.

An employee who returns to work for at least thirty (30) calendar days is considered to have "returned" to work.

9.6.20 The following definitions apply:

“Child” means a biological, adopted, or foster child, a stepchild, a child of a person standing in loco parentis, or a legal ward who is either under age 18 or older than 18 and incapable of self-care because of a mental or physical disability.

“Parent” means a biological, foster, or adoptive parent, a person who stood or stands in loco parentis to the employee when the employee was a child, a stepparent, or a legal guardian. This term does not include “parents-in-law.”

“Spouse” means the legal husband or wife of the employee

“Serious health condition” means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and which involves either inpatient care, continuing treatment or supervision by a licensed health care provider.

“Academic term” means the school semester or trimester.

9.7 Industrial Accident or Illness Leave

9.7.1 Permanent classified employees shall be entitled to industrial accident or illness leave resulting from a personal injury or illness which has qualified for Worker’s Compensation. Industrial accidents or illness leave shall commence on the first day of absence.

9.7.2 Such a leave shall not exceed sixty (60) working days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.

9.7.3 The employee has the right to visit his/her own physician. The District also has the right to have the employee examined by a physician designated by the District, at the District’s expense, to assist in determining the length of time during which the employee member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

9.7.4 For any days of absence from duty as a result of the same industrial accident, the employee shall endorse to the District any wage loss benefit check from the District’s worker’s compensation carrier which would make the total compensation from both sources exceed 100 percent of the amount the employee would have received as salary had there been no industrial accident or illness. If the employee fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness the District shall

deduct from the employee's salary warrant the amount of such disability indemnity actually paid to the unit member.

9.7.5 Periods of industrial accident or illness leave shall not be deemed to be a break in service of an employee. Industrial accident and illness leave time shall not be accumulated year to year. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of temporary disability indemnity award.

9.7.6 When an employee's entitlement to Industrial Accident or Illness Leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving Worker's Compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave when added to the Worker's Compensation award, providing for a full day's wage.

#### 9.8 Exhaustion of leave

9.8.1 When all leaves of absence have been exhausted and a regular classified staff member is still not medically able (due to accident or illness) to assume the duties of his or her regular position, the employee shall be separated and placed on a reemployment list for a period of 39 months. Notification will be provided to the employee prior to placement on the 39-month list.

9.8.2 If at any time during the prescribed 39 months, the employee is able to assume the duties of his or her position, he/she should notify the personnel office and provide a medical release to return to work. The employee's reemployment, shall take preference over all other applicants except for those laid off for lack of work or funds in which case the employee shall be ranked according to his or her prior seniority.

9.8.3 An employee who has been placed on a reemployment list due to exhaustion of leave allowance, who has been medically released for return to duty and who fails to accept an appropriate assignment in the same classification with the same number of hours, shall be removed from the list.

#### 9.9 Jury Duty

9.9.1 An employee required to serve jury duty shall remain on regular salary during the term of such duty. All employees will report to work on days that they are not required to report to jury duty or days released from jury duty when two hours or more of their regular schedule remains. The employee will reimburse the District by an amount equal to that paid by the court, less travel expenses.

## 9.10 Unpaid Leave

9.10.1 The Board of Trustees, upon the recommendation of the Superintendent, may grant a leave of absence without pay to a classified employee for a period not to exceed one (1) year.

## 9.11 Limitation on Leave

9.11.1 It is expressly understood that the provisions of the Article apply only to those individuals who are classified employees and not to those employees who work only as noon supervisors and crossing guards.

## 9.12 Catastrophic Leave Program

### 9.12.1 Introduction

This program allows a regular classified employee to donate accrued sick leave to support a classified colleague who has exhausted his or her paid leave due to a catastrophic illness.

### 9.12.2 Definitions

Catastrophic Illness – A serious illness or injury that incapacitates an employee for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

### 9.12.3 Policy

Catastrophic Leave Program – Establishment – A Catastrophic Leave Program is hereby established and is to be maintained by the District.

Eligibility – Recipients – The recipient must be on an approved leave without pay. The recipient must exhaust all paid leave (sick and vacation) before using donations and must request donations in writing on a form approved by the District and the Union and submitted to the payroll department.

Approvals – A request for catastrophic leave requires the approval of the Superintendent (and/or his/her designee) and Union President.

Making Donations – Any regular classified employee who has the equivalent of twenty (20) days or more of accrued sick leave may act as a donor. Regular classified employee unit members may volunteer to donate sick leave. The donation shall be for use by a specific recipient. The donation must be three (3) hours or more, in whole hour increments up to thirty-two (32) hours, not to exceed the equivalent of four working days for the donating employee until sufficient hours have been received to cover sixty (60) working days for the eligible recipient. Once submitted, the donor may not revoke the donation.

Receiving Donations – Sick leave is transferred hour for hour, regardless of differing pay scales. For each pay period, the recipient uses his or her own accruals from the prior pay period, and then the number of donated hours needed to equal his or her regularly scheduled workday up to sixty (60) work days.

Confidentiality – Information about the nature of the illness may be communicated to potential donors to the extent authorized by the employee. Information about a donor shall not be disclosed except by the donor.

**Revised 5/25/10**

## Article 10 Vacations and Holidays

- 10.1 All regular classified employees (excluding temporary, substitute, and classified exempt employees) shall be eligible for an annual vacation paid at the regular rate of pay earned at the time the vacation commences. Employees working less than eight (8) hours will earn vacation time proportionate to the number of hours the employee is assigned to work in reference to an eight (8) hour day.
- 10.1.1 Entitlement to annual vacation time is earned according to the following schedule based on an annual anniversary date of July 1:
- 1 through 3 complete years of service: 1 day for each month of service earned during the work year for a maximum of 12 days annual vacation.
- 4 through 9 complete years of service: 1.25 days for each month of service earned during the work year for a maximum of 15 days annual vacation.
- 10 through 15 years complete years of service: 1.5 days for each month of service earned during the work year for a maximum of 18 days annual vacation.
- 16 complete years of service and over: 1.75 days for each month of service earned during the work year for a maximum of 21 days annual vacation.
- For purposes of computing vacation benefits, a work month is 21.6 days.
- 10.1.2 Those employees who work less than a twelve (12) month calendar shall, in lieu of actually taking vacation, be paid for vacation in equal increments over the course of the employee's annual period of compensation.
- 10.1.3 All vacation leave for twelve (12) month employees shall be taken prior to June 30 of the fiscal year. A written request for approval of a vacation schedule will be made to the immediate supervisor at least two (2) weeks before the vacation dates requested. Requests shall be acted on within three (3) working days of submittal. Accrued leave not used within this time frame shall be paid at the employee's regular rate.
- 10.1.4 An employee will not be entitled to take unearned vacation time except in extenuating circumstances, when it is in the best interest of the District. If an employee is terminated and had taken vacation which was not yet earned at the time of termination of his/her services, the District shall deduct from the employee's last pay warrant the full amount of salary which was paid for unearned days of vacation taken, or shall take other steps, as necessary, to recover the overpayment.

10.1.5 Upon separation from service with the District, an employee shall be entitled to lump sum compensation for all earned and unused vacation. Those employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation. Earned vacation shall not become a vested right until the completion of the initial six months of employment.

10.2 All regular classified employees shall be entitled to the following paid holidays:

New Year's Day, Dr. Martin Luther King Jr. Day, Lincoln's Birthday, President's Day, Memorial Day, July 4, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, December 24 and December 25, December 31 (Admissions Day).

The actual day for holidays falling on Saturday, Sunday or where discretion is available will be jointly agreed to.

10.2.1 Paid holiday time shall be included in calculating overtime.

10.2.2 A unit member must be in paid status on the work day either preceding or succeeding the holiday.

10.2.3 In the event that Cesar Chavez Day or any other day is mandated by the state Legislature and signed by the governor as a student holiday, it shall be added to this provision.

10.3 It is expressly understood that the provisions of this article apply only to those individuals who are classified employees and not to noon supervisors and crossing guards.

*Revised 5/25/10*

## Article 11

## Article 12 Grievances

### 12.1 Definitions

- 12.1.1 "Grievance" is defined as a claim that the District has violated a provision of this Agreement except for Article XIV, Discipline and that, by such violation, the grievant was harmed.
- 12.1.2 "Grievant" may be any unit member covered by the terms of this Agreement or the Union itself.
- 12.1.3 "Days" means working days that the District Office is open.

### 12.2 General Provisions

- 12.2.1 The number of days indicated at each level of this procedure shall be considered maximum, and every effort shall be made to expedite the process.
- 12.2.2 Grievance proceedings shall be kept informal and confidential at each level of this procedure.
- 12.2.3 If the grievant fails to comply with the grievant's time limit requirements as set forth in this procedure, the grievance shall be considered null and void.
- 12.2.4 The parties may extend the time limits set forth in this procedure provided the agreement to extend the time limits is written and both parties agree. If mutual agreement is not reached, the time limit will not be extended.
- 12.2.5 A grievance shall not be considered unless the grievant initiates the grievance no later than twenty (20) days after the grievant knew or reasonably should have known of the action that precipitated the grievance.
- 12.2.6 No reprisal or retaliation shall be taken against any person who participates in this procedure.
- 12.2.7 A grievant may be accompanied and represented by the MCCE at each level of this procedure.
- 12.2.8 If the grievance affects two (2) or more employees or involves a decision or action by the District that has a work site or District-wide impact, the MCCE may submit the grievance on behalf of the affected unit members at Level II of this procedure. The informal meeting in this case will be conducted by the Assistant Superintendent.

12.2.9 Grievances shall be filed on forms approved by the District and the MCCE.

### 12.3 Informal Level

12.3.1 Prior to filing a written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the unit member's immediate supervisor. The grievant may have an MCCE representative.

### 12.4 Formal Level Procedures

#### 12.4.1 Level I

Grievant shall reduce his/her grievance to writing on the Grievance Form (Appendix C ). The grievance form is supplied by the Union to the employee. The written grievance must be submitted to the immediate supervisor no later than twenty (20) days following the date upon which the grievant knew, or reasonably should have known, of the alleged violation. The grievance shall fully state the facts, and shall specify the exact provision or provisions of the Agreement allegedly violated, and must contain a recommended remedy. The grievance form shall be signed and dated by the grievant.

The immediate supervisor or designee shall provide the grievant with a written decision within ten (10) days after receipt of the grievance. Within the period from the filing of the grievance until the written reply, either party may request and receive a personal conference to discuss the grievance. If the immediate supervisor does not respond in writing within the prescribed time period, the grievant may appeal to the next level.

If the grievant desires, he/she may be assisted at Level I by an MCCE representative.

#### 12.4.2 Level II

In the event that either party is not satisfied with the decision at Level I, within ten (10) days of completion of the Level I process, he/she may appeal the decision to the Manager or Assistant Superintendent or his/her designee. The appeal shall be in writing and shall include the original grievance, copies of all pertinent appeals, and the reason for the continued appeal.

The Manager or Assistant Superintendent or designee shall provide the grievant with a written decision within ten (10) days after receipt of the grievance. Within the period from the filing of the grievance until the written reply, either party may request a personal conference to discuss the grievance.

If the grievant desires, he/she may be assisted at Level II by an MCCE representative.

#### 12.4.3 Level III

In the event that either party is not satisfied with the decision at Level I, within ten (10) days of completion of the Level I process, he/she may appeal the decision to the Superintendent or his/her designee. The appeal shall be in writing and shall include the original grievance, copies of all pertinent appeals, and the reason for the continued appeal.

The Superintendent or designee shall provide the grievant with a written decision within ten (10) days after receipt of the grievance. Within the period from the filing of the grievance until the written reply, either party may request a personal conference to discuss the grievance.

If the grievant desires, he/she may be assisted at Level II by an MCCE representative.

#### 12.4.4 Level IV

In the event that the grievant is not satisfied with the decision of the Superintendent or designee, he/she may file a written appeal to the Board of Trustees within ten (10) days of receipt of the Level III decision. The Board shall have available all documents relating to the appeal and any District records that would be helpful in its review.

Upon receipt of the appeal, the Board shall set a date within thirty (30) days to hear the grievance. The Board shall issue a written decision within thirty (30) days of the hearing. In all cases, the decision of the Board of Trustees shall be final and binding in the determination of a Grievance.

If the grievant desires, he/she may be assisted at Level III by a MCCE representative.

#### 12.4.5 Time Limits

If the grievance is not pursued by the unit member in accordance with the time limits set forth herein, the grievance shall be considered settled on the basis of the last decision made. The time limits set forth in this Article may be extended by mutual agreement in writing between the parties.

**Revised 5/25/10**

## **Article 13 Salary**

- 13.1 All classified employees shall be paid in accordance with the salary schedule attached hereto as Appendix B-1, and Noon Supervisors and Crossing Guards in accordance with the salary schedule attached hereto as Appendix B-2. Appendices B-1 and B-2 shall be increased to 3.5% effective July 1, 2007.
- 13.2 Effective upon ratification the salary schedule in Appendices B-1 and B-2 shall reflect a tenth year anniversary step of \$75.00 per month for employees who work six hours a day or more, \$50.00 per month for employees who work 4.00 to 5.99 hours per day, and \$25.00 per month for employees who work less than 4 hours per day. Employees shall be eligible for the anniversary step on July 1st of the year following their tenth (10th) anniversary of permanent employment within their current classification or twelve (12) years of permanent employment within the district.
- 13.3 Effective upon ratification of the 2007/2010 agreement, the District will re-class the job descriptions and salary step of certain identified Instructional Aides based on Governing Board approved job descriptions. Identified Instructional Aides who perform the duties of Instructional Aide II would move to step 7 and Instructional Aides who perform the duties of Instructional Aide III would move to step 8.
- 13.4 Health Benefits – Upon ratification, the health benefits cap shall be increased by \$400.00 to \$9869.20 and the schedules adjusted accordingly.

## **Article 14 District Vacancies**

### 14.1 Posting:

- 14.1.1 Whenever a vacancy occurs the District shall publish and post a job announcement for the available position on each work site's bulletin board. The vacancy notice shall include the classification, job description, salary range, location (when appropriate), minimum qualifications desired, the method of application, and the deadline for applying, and, in the case of first round vacancy, location (when appropriate). A second round vacancy shall be posted and filed without reference to location.
- 14.1.2 The notice shall be posted in areas accessible to all employees in the bargaining unit. Such notice shall normally be posted for ten (10) working days but will be posted for a minimum of five (5) working days prior to the expiration of the application deadline.
- 14.1.3 A current employee may apply for any position for which the employee meets the qualification requirements. Seniority shall be considered by the District, provided, however, employment decisions will be based on best qualified as determined by the District.
- 14.1.4 No employee shall be assigned to a permanent position resulting from a vacancy before the deadline for all interested current employees and/or applicants to apply has expired.
- 14.1.5 During the summer months the District shall notify all employees of occurring vacancies posting on the website, and posting on an outside bulletin board at the District Office. This notification shall be at least ten (10) working days prior to the expiration of the application deadline.
- 14.1.6 The District shall provide the Union with a copy of all notices of vacancies as soon as they become available to facilitate putting them on the MCCE website.
- 14.1.7 For the purposes of this article, seniority shall be computed on the basis of date of hire within the existing class.
- 14.1.8 All Classified staff selected to change job class or title (change of status) will be evaluated in writing prior to transfer, promotion, or title change, regardless of assigned work site. See Article VII for further details.

### 14.2 Transfers:

- 14.2.1 A "transfer" is defined as a change of job site, but within the same

classification. A transfer may be voluntary or involuntary.

14.2.2 Voluntary Transfer:

14.2.3 Voluntary Transfer is defined as an employee initiated change of job site.

Each employee covered by this agreement shall have the right to request a transfer to any job location within the same classification except as delineated in Section 13.2.3. The following procedures shall be followed for all transfer requests:

The employee shall submit a request for transfer on the appropriate District form for each position as it becomes open.

All employees who submit a request for transfer and are determined by the District to be among the most qualified for an open position shall be interviewed for the vacancy.

If the relevant factors among two or more applicants are equal in the opinion of the District, consideration shall be given to the employee's seniority.

The District shall notify those candidates who are not selected of their decision. If an employee is not offered the position, he/she may request a meeting with the Assistant Superintendent of Personnel to discuss the process.

For the purposes of this article, seniority shall be computed on the basis of date of hire within the existing class.

14.2.4 Transfers to New Schools:

Openings created by transfers to new schools shall not be considered vacancies for the purposes of this article but shall be filled as follows:

All vacancies at a new school will be posted or mailed as per section 13.1. above.

Vacancies will be opened to current employees only or current employees and outside candidates on a per position basis as determined by administration.

Current employees in the same job classification as the vacancy shall submit their request for consideration to the personnel office using the District Transfer Request Form. (Forms may be obtained from the personnel office and/or sites and department offices.)

Current employees in job classifications other than that of the vacancy shall

complete an employment application and submit said application to the personnel office.

Employment decisions will be based on best qualified as determined by the District. If two or more applicants are equal in the opinion of the District, consideration shall be given to current employees and to an employee's seniority.

Vacancies that occur at other schools/departments as a result of a school opening will follow the same process outlined above for one additional round and thereafter be filled from a pool of displaced classified employees or outside candidates, with displaced employees being reassigned via the interview process.

Involuntary Transfer:

**An Involuntary transfer is defined as a District Initiated change of job site.**

The District may initiate transfers of unit employees within their classification at any time when it is in the best interest of the District. The Union shall be given ten (10) working days notice of these changes.

Any employee being considered for involuntary transfer shall receive ten (10) working days notice. The employee may request a meeting to discuss the employee's concerns about the transfer with his/her immediate supervisor and/or the Assistant Superintendent for Personnel. At that meeting the employee may have Union representation.

Promotions:

A promotion is defined as a change from one classification to a higher classification and involving a change of position and duties. It is the intent of the District to promote District employees to vacant promotional positions based upon securing the employee who is most qualified for a position as determined by the District. Seniority will be considered. An employee shall be eligible for promotion after six (6) months service with the District.

When a permanent employee receives a promotion, the employee shall move to the first step of the new salary range or that step of the new range which provides at least a 5 percent increase over the employee's current salary, whichever provides the highest salary and shall be eligible for column advancement on the same basis as prior to promotion.

If the relevant factors among two or more candidates are equal in the opinion of the District, consideration shall be given to the employee's seniority as defined in 13.2.2.

Testing:

Employees shall not be required to take a written test to be considered for a transfer or for extended hours in their current classification.

In the event that the District determines to test a current employee for a promotion, employees will be so advised and be given a general description of the skills and knowledge to be tested.

*Revised 5/25/10*

## **Article 15 Disciplinary Action and Dismissal Procedures**

- 15.1 The purpose of this article is to set forth various rights and procedures for employee rights and discipline dependent upon employee status.
- 15.2 The parties expressly recognize that non-classified employees, including temporary, substitute, and classified exempt employees pursuant to Education Code Section 45103 (such as Noon Supervisors and Crossing Guards) are at-will employees and may be terminated by the District at any time without cause.
  - 15.2.1 Prior to the termination of a Noon Supervisor or Crossing Guard, the immediate supervisor shall inform the Noon Supervisor or Crossing Guard of the reasons for the termination, and give the Noon Supervisor or Crossing Guard an opportunity to present information why the action should not be taken. Thereafter, should the immediate supervisor determine to go forward with the termination, the Noon Supervisor or Crossing Guard may request a meeting with the Assistant Superintendent of Personnel to review the immediate supervisor's action. After considering the matter, the Assistant Superintendent shall make a final determination of the matter.
  - 15.2.2 Nothing herein is intended to create a property right in the position of Noon Supervisor or Crossing Guard. Furthermore, the meetings provided for by this procedure shall be informal proceedings; however, the Noon Supervisor or Crossing Guard may be accompanied by a Union representative.
- 15.3 The parties further recognize that at any time prior to the expiration of the probationary period the District may in its sole discretion dismiss a probationary classified employee from District employment without right to a formal hearing or any further reference to provisions to this article.
  - 15.3.1 No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the district filing a notice of cause unless the previous cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the district.
  - 15.3.2 However, in determining the proper level of discipline, the employee's employment history and record of past discipline may be considered along with the nature of the offense.
- 15.4 The District retains the right to immediately suspend an employee without

warning when the safety, health, or welfare of students or other employees is endangered by his/her continued presence in the District.

- 15.5 Causes for disciplinary action shall include, but not be limited to, the following:
  - 15.5.1 Falsifying any information supplied to the school district, including but not limited to, information supplied on application forms, employment records, or any other school district record;
  - 15.5.2 Incompetency;
  - 15.5.3 Inefficiency;
  - 15.5.4 Neglect of duty;
  - 15.5.5 Insubordination;
  - 15.5.6 Dishonesty;
  - 15.5.7 Possession of alcohol, intoxicants, or controlled substances on District property or while on duty or furnishing a controlled substance to a minor; use of intoxicants or controlled substances during work hours, or working or reporting for work while under the influence of an intoxicant or controlled substance;
  - 15.5.8 Absence without leave;
  - 15.5.9 Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere (no contest), to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section;
  - 15.5.10 Immoral conduct;
  - 15.5.11 Discourteous treatment of the public, students or other employees;
  - 15.5.12 Improper political activity;
  - 15.5.13 Willful disobedience;
  - 15.5.14 Misuse of District property;
  - 15.5.15 Abuse of leave privileges, including excessive absences or tardiness, or patterns of absences for trivial indispositions;
  - 15.5.16 Failure to maintain required licenses, certification, or to pass required tests; failure to meet insurability requirements;

- 15.5.17 Abandonment of position, including failure to return upon expiration of any authorized leave of absence; failure to report for duty for three or more working days without prior notification and authorization of such absence;
- 15.5.18 Negligent or willful damage to District property or District supplies or equipment; unauthorized use of District property for a private purpose;
- 15.5.19 Harassment or discrimination towards another District employee or a student on the basis of sex, race, or any other basis where such conduct is prohibited by law;
- 15.5.20 Violation of District, board or departmental rule, policy, or procedure;
- 15.5.21 Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the district or his/her employment.
- 15.6 The purpose of discipline is to correct or remediate unsatisfactory performance or behavior. The parties recognize that in many cases this is best achieved by progressive discipline, including verbal warnings, written reprimands, suspension, demotion where appropriate, and termination in the event the foregoing does not bring about appropriate correction in performance or behavior.
  - 15.6.1 The parties also recognize that an employee's conduct or behavior may be so severe that it substantially impairs his/her ability to continue to function in the public service, warranting the District bypassing progressive discipline up to and including immediate dismissal.
- 15.7 Employees shall receive written notification of the District's intention to suspend, demote or dismiss prior to such District action in all cases other than those based upon the District's belief that the health and welfare of students or other employees is endangered by the continued presence of the employee. A second copy of this notice shall be given to the employee which in his/her discretion he/she may deliver to the Union.
- 15.8 The Notice of Intent to Suspend, Demote or Dismiss shall state the effective date of the intended action, a statement of the specific charges, and the date by which the employee may request a pre-disciplinary hearing with the Assistant Superintendent of Personnel and have attached copies of materials which support the proposed action.
- 15.9 Within ten (10) calendar days following the mailing of personal delivery of the Notice of Intent to Suspend, Demote or Dismiss, the Assistant Superintendent of Personnel or supervisory designee shall schedule a pre-disciplinary (Skelly) hearing to determine whether to proceed with the discipline. At that time, the employee at his/her choice may present in

writing or in person, with or without a union representative, any information as to why the intended action should not proceed. At the conclusion of that hearing or after the scheduled time the employee chooses not to appear or present information, the Assistant Superintendent of Personnel will make a final determination or recommendation to the Governing Board for final action.

- 15.10 Any final action by the Board of Trustees shall be communicated to the employee in writing, including a statement of the action and the charges upon which it is based. The employee will also be notified in writing of his/her right to request a hearing and that a hearing must be requested within five (5) working days after service of the notice. A "Request for Hearing" form shall be included with the written notification which, when filed with the Superintendent, shall constitute a demand for hearing and denial of all charges. If an employee files a Request for Hearing form with the superintendent within five days after service of notice of the decision, the Board shall set a hearing before the Board itself or shall appoint a hearing officer to hear the matter and make a recommended decision to the Board. The hearing shall be conducted upon due notice, with the burden of proof resting with the District administration. If the employee desires, he/she may be assisted at the hearing by a Union representative. The decision of the Board of Trustees shall be final and binding in all respects.

## **Article 16 Career Development**

- 16.1 District encourages employees to undertake training and activities which would enhance their work performance and prepare for new positions of increased responsibility. The District, at its discretion and within budget, will provide employees with inservice training and the ability to attend conferences and workshops. In addition, the District will maintain a bulletin board for the posting by the District and union of outside career development opportunities.
  
- 16.2 Staff development funds in an amount of up to four hundred dollars (\$400.00) for each employee not to exceed five thousand dollars (\$5,000.00) per year for all employees shall be available to classified employees for reimbursement for registration, tuition, and/or material cost for employee selected conferences, courses, and workshops related to job duties approved in advance by the employee's supervisor and the personnel office and attended on non-district paid time. Reimbursement shall be made within 30 days of the District's receipt of verification of completion of the approved educational activity.

## **Article 17 Fringe Benefits**

- 17.1 Effective upon ratification by both parties, each classified employee who is employed on a regular basis in a single position for four (4) hours or more per day and employed at the time of ratification and his/her dependents shall be entitled to participate in a group health insurance policy/plan and a dental insurance policy/plan selected from policies/plans made available by the District, with premiums to be paid by the District and the employee in accordance with the schedule attached hereto as Appendix D (setting forth increased cap to \$9869.20). All amounts which exceed the District's contribution shall be deducted from the employee's monthly salary.

## **Article 18 Health and Safety**

- 18.1 The District shall provide safe and healthy working conditions and training and protect unit members against substantial, job related health and safety hazards in accordance with the requirements of Federal and State statutes including, but not limited to, Cal/OSHA laws and regulations.
- 18.2 The District shall provide all safety equipment required by the District or by law.
- 18.3 Unit Members shall not knowingly be required to undertake work in a manner that will endanger the employee's health or safety. An employee will not refuse to comply with a work order unless the work assignment represents a clear and present danger to the employee's health and safety.
- 18.4 Unit members will report unsafe, unsanitary, or unhealthy conditions which cannot be immediately corrected by the unit member to their immediate supervisors. Oral report shall be followed by a written report by the unit member.
  - 18.4.1 When an employee reports an unsafe, hazardous or dangerous condition to the employee's supervisor, the supervisor will inspect the conditions as soon as possible.
  - 18.4.2 Steps to deal with hazardous conditions shall be consistent with District policies.
  - 18.4.3 The District and employees shall take reasonable measures to prevent repeat occurrences of accidents or injuries caused by unsafe or hazardous conditions or practices.
- 18.5 The District shall provide, and employees shall attend, safety meetings and training for employees using potentially hazardous equipment and for employees exposed to hazardous and/or toxic substances. A unit member who is threatened with bodily harm or who suffers bodily harm by an individual or group while carrying out the employee's assigned duties shall promptly submit a report of the incident to the employee's supervisor. Oral reports shall be followed up with a written report by the unit member. The District will respond to any unit member who has suffered threats of bodily harm according to District policy.
- 18.6 Any exercise of physical control over others by a unit member will be limited to what is expressly authorized by law.
- 18.7 The employee's supervisor will make reasonable effort to obtain parent/guardian permission to share with a classroom aide information

related to past student discipline for physical violence. Any such information received by a bargaining unit employee shall be held in strict confidence and not be further disseminated by that employee.

- 18.8 The District shall provide appropriate training for unit members whose duties require them to lift or restrain students.
- 18.9 The District shall maintain in effect a policy dealing with bloodborne pathogens consistent with established universal precautions.
- 18.10 The District in cooperation with the Union will maintain a list of health care professionals and programs that assist with personal drug and alcohol problems. A unit member who voluntarily enrolls in such a program and is not under notice of investigation or discipline for work related substance abuse will be allowed to use such leave as authorized in Article VIII of this contract.
- 18.11 The District maintains a workplace that is free of illegal drugs and alcohol which is essential to the mission of the District in providing quality education to young people in a safe environment. Therefore, when there is a reasonable suspicion that an employee is at work under the influence of drugs or alcohol, the district may require the employee to take a drug or alcohol test. The drug or alcohol test shall be administered by a certified medical clinic or laboratory at no cost to the employee in a respectful and confidential manner. The employee will have the opportunity to alert the District and the clinic or laboratory personnel of any prescription or non-prescription drugs that have been taken that may affect the outcome of the test. The District and the employee will be informed of the outcome of the test. The employee will be given the opportunity to explain any circumstances or condition which would affect the outcome of the test. A reasonable suspicion includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor, information provided to management by an employee, by law officials, by a security service or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances. Rumor standing alone will not constitute reasonable suspicion. Prior to the test the employee will be informed of the information relied upon by the district in determining reasonable suspicion. The refusal to cooperate with the administration of the drug test will be handled in the same manner as a positive test result. The employee has the right to a Union representative during all meetings with the District regarding suspicion of substance abuse.

## Article 19 Layoff

- 19.1 Bargaining unit employees may be laid off which shall include a reduction of hours due to a lack of work or lack of funds.
- 19.2 If the District anticipates a layoff of any employee, the District shall meet and consult with the Union to discuss alternatives to the layoff at least sixty (60) calendar days prior to the notification date of a layoff. Any classified employee subject to layoff must be given at least forty-five (45) calendar days notice before such layoff becomes effective, except in the event the District has an actual and existing financial inability to pay classified salaries or except when the layoff is due to a reduction of specific services resulting from causes not foreseeable or preventable by the Board of Trustees.
- 19.3 When layoffs do occur, those classified employees with the least amount of seniority within the affected classification(s) shall be laid off first. Seniority shall be computed on the basis of hours of *service as a probationary or regular employee* within the affected class and higher classification(s). *Reemployment shall be in the reverse order of layoff.* (Reference Education Code 45308)
- 19.4 When a classified employee is to be laid off, or his/her position reduced, he/she shall have the option to exercise his/her displacement rights. An employee's displacement rights entitle him/her to take the place of another employee with less seniority in the District and who is occupying a position in a lower classification in which the laid off employee has previously held regular status. When an employee is to be laid off or his/her position is to be reduced, he/she may elect to accept a demotion in lieu of layoff. This occurs when an employee accepts a demotion to a vacant position in a lower classification for which the employee meets all of the job qualifications instead of being laid off or reduced in hours. Those employees accepting demotions in lieu of layoff shall be afforded the same reemployment rights as those actually laid off. *An employee may also take a voluntary reduction in hours to an existing vacant position with fewer hours in the class.*
- 19.5 Classified employees who are laid off pursuant to this provision are eligible for reemployment for a period of thirty-nine (39) months, shall be re-employed in preference to new applicants, and shall have the right to participate in promotional examinations.
- 19.6 Classified employees who take voluntary demotions or reductions in assigned time in lieu of layoff shall have the option to return to a position in his/her former class or to a position with increased assigned time as vacancies become available for a period of twenty-four (24) months *in*

*addition to the thirty-nine (39) months* from the date of layoff, except that he/she shall be ranked in accordance with his/her seniority on any District or employment list.

- 19.7 The District shall notify a laid off employee in writing, *by certified mail*, of the District's intent to re-employ the employee. Employees shall be responsible for keeping the District informed of their current address.
- 19.8 An employee shall notify the District in writing of his/her intent to accept or refuse reemployment within *twelve (12) working days* following deposit in the mail of the reemployment notice. If an employee accepts reemployment, he/she must report to work within fifteen (15) working days following deposit in the mail of reemployment notice in order to maintain his/her eligibility on the reemployment list. If an employee declines the offer, *or fails to respond after proper notification* of reemployment, his/her name shall be removed from the reemployment list.
- 19.9 It is expressly understood that the provisions of this Article, except Section 15.1 and 15.7, apply only to those individuals who are classified employees and not to noon supervisors and crossing guards.
- 19.10 The District and the Union intend this Agreement to reflect the full and complete result of negotiations concerning the effects of any layoff of bargaining unit members by the District in the bargaining unit represented by the Union. The District and Union acknowledge and agree that each has had a full and complete opportunity to negotiate concerning the effects of layoff, and each waives its right to demand further negotiations thereon *except by mutual agreement*.

## **Article 20 Job Classification**

### 20.1 Job Descriptions

20.1.1 A written job description shall be provided to each employee on the employee's date of hire and thereafter at such times as the description is revised. Board adopted revised job descriptions shall reflect responsibilities and duties assigned.

20.1.2 The District shall inform the Union of changes to job descriptions before imposing those changes.

### 20.2 Probationary Period

20.2.1 Those employees serving in classified positions shall serve a probationary period of twelve months within a job classification.

### 20.3 Employee-Initiated Job Audit

20.3.1 An employee requesting that a job description be revised and/or a reclassification be considered shall complete a position information questionnaire provided by the District and submit it to his/her immediate supervisor for completion and transmittal to the Assistant Superintendent, Personnel Services who shall review and investigate the request and, within thirty (30) calendar days after receipt, unless the Assistant Superintendent informs the employee and the union in writing that more time is necessary in which case within sixty (60) calendar days after receipt of the application, inform the employee and the Union of any recommendation with respect to the request which will be made to the Board of Trustees. In the event that the employee disagrees with the recommendation, the Assistant Superintendent will meet with the employee before the recommendation goes to the Board to discuss the employee's concerns. The employee may request to be represented by the Union at such a meeting.

### 20.4 Working Out of Classification

20.4.1 The District may temporarily assign an employee to duties of a higher or lower classification. An employee temporarily assigned to a higher classification for more than five (5) working days within a period of fifteen (15) calendar days will have his/her salary adjusted upward for the entire period he/she is required to work in that higher classification. Employees assigned to perform at a lower classification shall be compensated at their regular pay.

### 20.5 Substituting

20.5.1 When a regular classified employee works as a substitute for another employee, he or she shall be paid at his or her regular rate of pay unless he or she volunteered to be on a Substitute List for the position worked in which the employee will be paid the substitute rate.

**Classified employees can be added to or removed from District substitute list(s) upon their request.**

20.5.2

## **Article 21 Scope of Agreement and Waiver Clause**

21.1 Each of the parties hereto agrees that it has had a full and unrestricted right to make, advance and discuss all matters properly within the scope of representation in accordance with state law. During the term of this Agreement, the parties expressly waive and relinquish the right to negotiate, bargain or meet and confer as provided by state law, and agree that they shall not be obligated to negotiate, bargain or meet and confer except by their mutual consent with respect to any subject or matter, whether referred to or covered by this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Union at the time of bargaining for or executing this Agreement, and even though subjects or matters may have been proposed and later withdrawn.

## **Article 22 Savings**

- 22.1 Should any section, paragraph or provision of this Agreement be declared or adjudicated unlawful, void, inoperative or unenforceable by a court of competent jurisdiction, all remaining sections, paragraphs and provisions of this Agreement shall remain in full force and effect to the extent permitted by law. As soon as both parties become aware of the decision, they shall meet to discuss the impact of the decision on the contract.
- 22.2 If both parties mutually agree, the parties shall meet not later than ten (10) days after such discussion to renegotiate the section, paragraph or provision affected.

## **Article 23 Concerted Activities Prohibited**

- 23.1 It is agreed that there will be no strike, work stoppage, willful absence from assigned work stations, refusal to fully perform job functions and responsibilities or other interference with the operations of the Superintendent by the Union or its officers, agents or members during the term of the Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 23.2 The Union recognizes the duty of its representatives to comply with the provisions of this Agreement and to make every effort toward introducing all unit members to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the Superintendent by unit members who are represented by the Union, the Union agrees in good faith to take all reasonable steps to cause those unit members to cease such action, such as personally informing unit members that the job action violates this Agreement and notifying them of their responsibility to return to work and the potential for discipline.
- 23.3 The Superintendent agrees that during the term of this Agreement there shall be no lockout.

## **Article 24 Continuing Communications**

24.1 The District and the Union agree that it is to their mutual benefit to support the provisions of the Agreement. It is further agreed that it is to their mutual benefit to encourage the continuation of problem solving in the District through regular and frequent communications. For this purpose, District representatives shall meet with representatives of the Union monthly on a mutually agreeable date in the District Office before or after the duty day.

**Terms and Conditions of Agreement – Effective 7/1/2010 through 6/30/2011**

- 24.2 Five (5) furlough days (work reduction days) will be implemented for all bargaining unit members for the 2010/2011 school year. The furlough days will be February 15 – 18, and April 22, 2011. The pay reductions will be deducted in equal monthly proportions during the 2010-2011 school year on an eleven month or twelve month basis based on the payment cycle previously selected by the employee. (Also incorporate MOU language regarding 12 month/11 month pay out of salary.)
- 24.3 For 2010-2011 bargaining unit employees not regularly scheduled in paid status for the month of July shall receive a paid vacation day on November 29, 2010.
- 24.4 At the end of the 2010-2011, the employees regular work year shall be restored subject to negotiations for 2011-2012. Negotiations for the holidays/work year/compensation for 2011-2012 will begin in January 2011.
- 24.5 The normal work year for custodians will be 215 days which shall be subject to any negotiated furlough days.
- 24.6 The restoration of furlough days is a high District priority upon resolution of the State budget crisis and adequate funding of the Sate's educational programs.
- 24.7 All contract language contained in the Tentative Agreement signed on April 26, 2010.
- 24.8 Salary and benefits and two (2) Articles to be selected by the District and two (2) Articles to be selected by Menifee Council of Classified Employees.

24.9

24.10

MCCE \_\_\_\_\_  
Signed Date

MUSD \_\_\_\_\_  
Signed Date

## **Appendix A – Job Classification**

Accounting Clerk  
Accounting Technician  
Assistant Superintendent Secretary  
Bus Driver  
Bus Driver/Trainer  
Campus Supervisor  
Custodian I  
Custodian II  
Delivery Driver I  
English Language Learner Community Aide  
Facilities Accounting Technician  
Facilities Planner  
Food Service Assistant I  
Food Service Assistant II  
Food Service Assistant III  
Food Service Delivery Driver I  
Food Service Delivery Driver II  
G.R.E.A.T. Program Coordinator  
Health Services Technician  
Help Desk Assistant  
Instructional Aide I  
Instructional Aide II  
Instructional Aide III  
Instructional Aide – Bilingual  
Library/Media Technician  
Maintenance Worker I  
Maintenance Worker II  
Maintenance Worker III  
Maintenance Foreman  
Mechanic  
Mechanic/Lead  
Middle School Attendance Clerk  
Middle School Secretary  
Network Engineer  
Occupational Therapist  
Office Clerk  
Public Information Officer  
Pupil Personnel Services Secretary  
Secretary I  
Secretary II  
Senior Food Service Assistant  
Technical Support Assistant  
Technology Aide  
Crossing Guard  
Noon Supervisor

# Appendix B – Evaluation F

**MENIFEE UNION SCHOOL DISTRICT  
PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES**  
Effective 7/1/2007

Name of Employee: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

Job Title: \_\_\_\_\_ Date of Hire: \_\_\_\_\_ Probationary  Permanent

Work Site: \_\_\_\_\_ 3-month  6-month  \* Other  Annual Evaluation

<b>KEY:</b>	EX = * Exceeds Job Requirements	NA = Not Applicable
	MR = Meets Job Requirements	Reason for "Other" Evaluation: _____
	NI = * Needs Improvement	_____
	UN = * Unsatisfactory	_____

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

# Appendix C – Grievance Form – Level 1

## MENIFEE COUNCIL OF CLASSIFIED EMPLOYEES LEVEL I GRIEVANCE FORM

Grievant's Name \_\_\_\_\_ Date grievance occurred \_\_\_\_\_

Site \_\_\_\_\_ Classification \_\_\_\_\_ Date of filing at this level \_\_\_\_\_

Date of Level I Grievance meeting \_\_\_\_\_

**Items 1 – 6 are to be completed by the Grievant or Grievance Officer.**

1. Contract provision(s) alleged to have been violated: Article \_\_\_\_\_ Section \_\_\_\_\_

Article \_\_\_\_\_ Section \_\_\_\_\_ Article \_\_\_\_\_ Section \_\_\_\_\_

2. Date of informal conference with Manager \_\_\_\_\_

Outcome of informal conference with Supervisor:

3. Circumstances giving rise to grievance:

4. Specific District action(s) or omission(s) that is/are alleged to violate the contract:

5. Remedy/remedies sought by Grievant:

6. List all witnesses and list and attach copies of all documents that are considered relevant to the grievance.

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Signature of MCCE Grievance Officer \_\_\_\_\_ Date \_\_\_\_\_

Print name of Grievance Officer \_\_\_\_\_ Site \_\_\_\_\_

7. Response by Supervisor/Manager. (Respond in writing within 10 working days of the Level I meeting date.)

Signature of Supervisor/Manager \_\_\_\_\_ Date \_\_\_\_\_

A copy of this completed form in its entirety is to be given to the Grievant, MCCE Grievance Officer, and relevant Administrators. Should the grievance go to Level II, this document in its entirety shall be attached to the Level II Grievance form.