MASTER AGREEMENT

BETWEEN

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER 126

JULY 1, 2022 – JUNE 30, 2025

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ARTICLE 1: PREAMBLE AND RECOGNITION

1:1 Parties to Agreement

This Agreement is made and entered into this 3rd day of April, 2008, by and between Manhattan Beach Unified School District, hereinafter referred to as the District, and the California School Employees Association and its Manhattan Beach Chapter #126, hereinafter referred to as CSEA.

1.2 Recognition of CSEA

The District confirms its recognition of the CSEA as the exclusive representative for that unit of employees set forth in Appendix A.

1.3 Assignment of New Classifications

The District agrees that if, subsequent to the Agreement, it creates any new classifications, they shall be assigned to the bargaining unit, except those that are lawfully designated as certificated, management, confidential or supervisory. The determination of the bargaining unit shall be by mutual agreement between the District and the CSEA. Disputed cases shall be submitted to the Public Employee Relations Board (PERB) for resolution.

1.4 Classified School Employee Week

The District shall annually observe that the third full week in May is designated as Classified School Employees Week and shall observe that week in recognition of Classified School Employees and the contributions they make to the education community. The observances required by Education Code Section 45460 shall be integrated into the regular school program.

ARTICLE 2: HOURS AND OVERTIME

2.1 Full-Time

The regular work week for full-time unit employees shall consist of forty (40) hours per week served in units of eight to ten (8 to 10) hours for no more than five consecutive days. The workweek for pay calculation purposes extends from Monday through the following Sunday. The workday for scheduling purposes is a 24-hour period beginning with the normal starting time of each workday.

2.2 Scheduling

The number, length and scheduling of the workdays for each unit employee shall be established by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular minimum number of hours per day, days per week, and/or months per year. If it becomes necessary to change a unit employee's permanent work schedule, the unit employee shall be notified in writing at least five working days prior to the proposed change. Such notice shall contain the new hours and reason for change. By mutual consent, the employee and Superintendent or designee may agree to waive the five-day period.

2.3 Four-Ten (4-10) Plan

When determined to be in the best interest of the District and of unit employees affected, a ten (10) – hour day and four (4) – day work week may be scheduled and implemented by the District for unit employees at a site or in particular departments, with such ten (10) – hour days and / or forty (40) – hour work weeks to be compensated at the regular straight time hourly rate. CSEA will be notified within 60 days but not later than 30 days prior to the start of a Four-Ten (4-10) Plan to bargain the effects of the District's decision.

2.3.1 Vacation days approved and sick leave taken will be charged "by the hour" during periods of a ten (10) – hour day / forty (40) – hour workweek, in accordance with the workday scheduled for the day of absence.

2.3.2 Holidays which might fall during the scheduled ten (10) – hour day / forty (40) – hour workweek will be compensated "by the hour," not to exceed the number of hours per day regularly scheduled for the unit employee during that workweek.

2.4 Part-Time

2.4.1 Unit employees who work less than the regular week and day as set forth in 2.1 shall be designated as part-time and shall have hours scheduled appropriately by the District.

2.4.2 If additional hours are added to a part-time position on a permanent basis, such a position will be posted as being vacant. Applicants from within the part-time classification shall receive consideration prior to review of applications from outside the part-time classification.

2.4.3 If extra work hours are available for assignment to part-time positions on a temporary basis, such hours shall be distributed as equitably as practicable within the classification. Such extra work hours shall be awarded by site, based upon a rotation system pursuant to the seniority list within the relevant classification, provided that the unit employees are capable and qualified to perform the additional work as required by the extra hours.

2.5 Regular School Year

The number of regularly scheduled workdays for school year employees shall be concurrent with the school calendar adopted each year. Pay for normal vacation and holidays as provided in Article 11 shall be added to pay for scheduled workdays and shall be no less than as outlined in Appendix B.

2.6 Lunch Periods

No less than thirty (30) minutes non-compensated and uninterrupted lunch period shall be provided for all unit employees who render service for six (6) or more consecutive hours. Such period shall be assigned by the appropriate supervisor and shall be scheduled as near mid-shift as practicable.

2.6.1 Meal periods and rest periods may not be carried over from one day to the next and shall be taken during the period of each workday and duty period as specified; however, if a unit employee is required to miss a regularly-scheduled meal period or rest period, the meal period or rest period may be taken at a different time mutually convenient to the unit employee and supervisor, so long as the time is not rescheduled to shorten the work day or lengthen rest or meal periods by scheduling them consecutively. The employees who work their full assignment schedule but are required to miss a duty-free meal period shall be entitled to receive compensation for the additional time worked.

2.7 Break Periods

A fifteen- (15) minute paid rest period shall be provided to unit employees for each four- (4) hour period of service. The rest period shall be scheduled by the immediate supervisor at or near the mid-point of each four- (4) hour period of service; however, if a unit employee is required to miss a regularly scheduled break period, the break period may be taken at a different time mutually convenient to the unit employee and supervisor, so long as the time is not rescheduled to shorten the work day or lengthen rest or meal periods by scheduling them consecutively.

2.7.1 The District shall make available for unit employees at each work site such lunch room and rest room facilities as currently exist and are available to other District employees.

2.8 Out-of-Classification Assignments

The Superintendent or designee may exercise the right to temporarily assign a unit employee outside of classification for a period not to exceed 130 calendar days. Any unit employee working out of classification for a period in excess of five working days within any 15-day period shall receive payment therefore, in which the employee works, in an amount adjusted upward for the entire period the employee is required to work out of classification, and at a step on a salary schedule that ensures the unit employee no less than a 5% increase in salary or payment at Step 1 of the higher classification in which the employee works, whichever is greater.

A unit employee assigned to work in a classification that has equal or lower salary range shall receive no salary adjustment.

2.9 Overtime

2.9.1 Overtime is any time worked in excess of eight (8) hours in any one work day (24-hour period) or in excess of forty (40) hours in any work week except for a ten (10) – hour day / four (4) – day work week.

2.9.1.1 Such time must be specifically assigned and authorized in advance in writing by the Superintendent or designee.

2.9.1.2 The "time worked" shall include, for the purposes of computation, holidays, sick leave, vacation, compensatory time off, and other paid leaves.

2.9.2 Overtime shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay. Such regular rate specifically excludes any premium rate pay. There shall be no pyramiding of overtime pay with other premium rate pay except as may be specifically provided herein.

2.9.3 Regular part-time unit employees shall receive overtime for work required in the sixth (6^{th}) consecutive and seventh (7^{th}) consecutive scheduled day, provided the work day is an average of four (4) hours or more. If the regular workday is an average of less than four (4) hours, the unit employee will receive overtime only for the seventh (7^{th}) day worked.

2.9.4 Unit employees who are authorized to work on legal holidays shall receive holiday pay, in addition to their regular pay.

2.9.5 Overtime shall be distributed as equitably as practicable within the job classification at each work site. Such overtime shall be awarded by site, based upon a rotation system pursuant to the seniority list within the relevant classification, provided that the unit employees are qualified to perform the additional work as required by the overtime. The overtime work which is available will be posted by the attendance logs along with the seniority list of employees at the site. Employees that are absent anytime during the week that overtime is offered will removed from the rotation list for that week. This does not include any approved vacation or holiday as these are considered paid days.

2.10.6 Meal and rest periods shall be provided in the manner described in sections 2.7 and 2.8 of this agreement.

2.10 Compensatory Time Off

In lieu of pay for overtime, compensatory time off, at the rate of one and one-half (1-1/2) times the unit employee's regular hourly rate, shall be granted upon the prior request of the unit employee and prior written approval of the immediate supervisor, provided that such approval does not create a hardship to the District due to the absence of the unit employee from the District. (See Appendix D)

2.10.1 If compensatory time has been elected but not taken by a unit employee by the end of a six-month period following the date on which the overtime was earned, the unit employee shall be compensated for the overtime in cash at the overtime rate.

2.10.2 A unit employee shall not be allowed to accumulate more than forty (40) hours of compensatory time at any one time.

2.11 Special Provisions

2.11.1 Any unit employee required to work on a day when the unit employee has not been scheduled or any unit employee called back to work after leaving the work site upon completion of a regular work day for that unit employee, shall be entitled to a minimum of two (2) hours of compensation at the appropriate rate of time and one half (1-1/2).

2.11.2 A record as established by the District shall be maintained by each unit employee who shows the hours worked during each workday and workweek. At the end of each workweek the unit employee and their immediate supervisor shall sign the record after verifying that the hours recorded are correct.

2.11.3 Unit employees are required to submit a report once every four- (4) years indicating freedom from tuberculosis. Such examination shall be made at District expense. The Board of Trustees shall arrange a hearing for prospective employees who, for religious reasons, do not choose to submit to such tests.

2.12 Assignments at Times Other Than Regular School Year

2.12.1 In the event that the District, in any school year, maintains school sessions or desires additional work to be performed at times other than during the regular September to June academic year, the District shall first assign for service regular classified unit employees of the District. No unit employee shall be required to accept such assignment.

2.12.2 Work periods described in 2.12.1 are intended to include, but not be limited to, spring, winter holiday(s) and summer pupil vacation periods, as determined by the regular, preschool, and EDP pupil calendars adopted annually by the Board.

2.12.3 When it is necessary to assign classified unit employees not regularly so assigned to serve between the end of one academic year and the commencement of another, such assignment shall be made on the basis of qualifications for employment in each classification of service which is required.

2.12.4 Work performed under this provision will be compensated on a pro rata basis, not less than the compensation and benefits which are applicable to that classification, range and step of the unit employee performing the extra work, assuming said work is within the same classification as that of the unit employee(s) school year assignment.

2.12.5 Unit employees working under this provision will receive pay for legal holidays, which occur within such work period, in accordance with Article 11.1.

2.12.6 All hours assigned to a unit employee for such work period shall be considered "hours in paid status" as defined by Education Code Section 45308.

2.12.7 Unit employees who work additional hours during the summer shall automatically revert to their regular work schedule during the school year, unless their schedule subsequently changes.

2.13 Night Shift Differential

Based on the best interests of the District, the Superintendent or designee may assign a unit employee to a night shift. A night shift shall be defined as any regularly-scheduled eight (8) – hour shift assignment that begins at or after 2:00 p.m. A bargaining unit employee assigned to a night shift shall be paid a five percent (5%) night shift differential in addition to their regular base salary.

2.14 Voting Time Off

If a unit employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the unit employee is entitled to vote, the District shall arrange to allow sufficient time for such voting, with the time to be made up by the end of the pay period following the pay period within which the time off was taken.

2.15 Temporary Day Assignment

A unit employee who receives an assignment differential premium on the basis of his / her regular assignment shall receive no reduction in pay including differential, when assigned temporarily to the day assignment.

2.16 Calendar

CSEA shall have the right to participate in a calendar committee charged with developing the annual work calendars for CSEA unit members. CSEA's participation on such a committee shall be in numbers no fewer than any other group represented on the committee.

Based on the annual or tri-annual school calendar(s), classified work calendars shall be developed by the District with the assignment of non-paid/non-work days negotiated by CSEA and the District and will be distributed to classified unit employees at the beginning of each school year.

2.17 Hazardous Duty

All unit employees who are assigned by their immediate supervisor on an emergency basis perform duties beyond their regular job duties, or beyond emergency duties required of all employees pursuant to any emergent circumstance beyond the control of the District (e.g. natural disasters, incidences of violence requiring response, etc.) that place the unit employee at risk of serious injury or death, shall receive hazardous duty pay equivalent to one and a half times their daily rate for the day on which the emergency occurs.

2.18 Classification Appeals

Classification appeals to the Personnel Commission for the duration of this agreement shall be limited to those of an individual nature (accretion by the individual employee of additional and/or different duties from those within their job description or that the employee is actually working in a different classification from that assigned.)

2.18.1 Request for Reclassification

A unit member may initiate a request for a classification study of a position by completing the Position Description Form, which may be obtained from Human Resources. The Position Description Form must be completed and submitted to the unit member's supervisor for review and certification signature. The required certification signature of the supervisor does not necessarily imply that the position is misclassified. At the request of the Assistant Superintendent and/or if the supervisor does not agree that the position is misclassified, the unit member may attach supplemental information to the form detailing their concerns.

2.18.2 The Position Description Form shall then be forwarded to the Assistant Superintendent of Human Resources by the supervisor. The Assistant Superintendent of Human Resources will participate as chair of a review panel consisting of two (2) management team members selected by the District and two (2) unit members selected by CSEA, and the one initiating the study, to review the classification study request. The panel shall recommend findings defined as:

a) Changes to the duties that are consistent with the existing job duties.
b) A return of duties being performed to an existing or more appropriate classification.
c) Salary increases or comparability adjustment if determined to be appropriate based on an in-house study, or if mutually agreed upon by the District and Personnel Commission, and at minimal cost to the District, based upon a recommendation or information from an outside consultant.

All adjustment considerations will be subject to the normal negotiation process and completed no later than the conclusion of the following negotiations cycle. Any extensions will be mutually agreed upon and no reclassification request shall be reconsidered within a three (3) year period.

The panel's findings shall be forwarded to the Personnel Commission along with the District's recommendations, which may or may not conform with those of the panel. The Personnel Commission shall be responsible for final review and determination.

2.18.3 The District and CSEA shall establish a Reclassification Implementation Committee ("Committee") consisting of two (2) CSEA representatives and two (2) District representatives.

The Committee shall:

- Meet monthly until the:
  - Development of the standardized reclassification request form is complete and has been approved by the Superintendent or designee; and
  - The reclassification review process described in Articles 2.18.1 and 2.18.2 has been implemented.
- Schedule meetings at mutually agreeable times and locations
- Keep written records of all meetings and recommendations

Upon approval of the form and implementation of the process, this Committee shall dissolve unless otherwise agreed upon by both parties.

2.18.4 Grievances concerning reclassification filed under Article IV (Grievance Procedure) shall be limited to a claim that the procedures of this Article have not been followed.

ARTICLE 3: EVALUATION PROCEDURES

3.1 Procedure for Evaluations

Each immediate supervisor will be responsible for evaluating the work performance of each unit employee at least once each year. The unit employee shall be given the final written evaluation and shall sign the evaluation as evidence of having reviewed, received, and discussed it. Any negative evaluation shall include, when appropriate, specific recommendations for improvement and provisions to assist the unit employee in implementing the recommendations made.

3.1.1 The District shall make the evaluation document and the criteria used available to unit employees so that they can be familiar with the process.

3.2 Probationary Unit Employee Evaluations

Probationary unit employees will be evaluated at the completion of three (3) months and five (5) months of the six (6)-month probationary period to determine eligibility for continuing employment and obtaining permanent status.

3.3 Request for Supplementary Evaluation

In the event an overall performance evaluation report results in a rating below that designated as satisfactory, the unit employee receiving such a report may request a supplementary evaluation no sooner than thirty (30) days from the date of the original evaluation, covering performance since that date.

3.4 Effect of Evaluation

An overall performance evaluation rating of unsatisfactory will result in loss of step increment for which the unit employee might otherwise have been eligible. This loss of eligibility shall not apply to longevity increases. Overall evaluation ratings of unsatisfactory, resulting in loss of otherwise due step increment, may be appealed in accordance with Article 4 – Grievance Procedure.

3.5 Effect of Supplementary Evaluation

In the event that a supplementary evaluation made pursuant to Section 3.3 is satisfactory or better, any step increase denied pursuant to Section 3.4 shall be granted and shall be effective the first pay period following the satisfactory supplementary evaluation.

3.6 Evaluation Records

When a unit employee terminates employment, the performance evaluations shall remain a part of his / her permanent record for reference purposes.

3.7 Recognition Award Program

The District shall institute a program of recognition awards for valuable suggestions, services, or accomplishments of bargaining unit employees. Any such suggestions shall be sent to the Human Resources Administrator, who will then submit those having merit to a Classified Employee Recognition Council, made up of at least two (2) CSEA employees and two (2) District representatives for consideration. Such recognition awards may include a letter of commendation, a certificate, a trophy, release time not to exceed one-half of a regular workday, or any other method of recognition, as deemed appropriate by the District.

3.8 Personnel Files

3.8.1 There shall be one (1) official District personnel file for each unit employee that shall be maintained at the District's central administrative office in compliance with the California Education code. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the unit employee's employment with the District.

3.8.2 Information of a derogatory nature, except ratings, reports or records which were: (1) obtained prior to the employment of the unit employee; (2) prepared by identifiable members of the screening committee involved in selection; or (3) obtained in connection with a promotional evaluation, shall not be entered or filed unless and until the unit employee has been given a copy of the document and has the opportunity to make his/her own written comments, which will be placed in the file attached to the derogatory document. Such written comments shall be submitted within ten (10) working days. Such opportunity to write comments shall take place during normal business hours, and the affected unit employee shall be released from duty not to exceed one (1) hour for this purpose.

3.8.3 A unit employee shall have the right, at a reasonable time and place, with a prior appointment and without loss of pay, to inspect his/her personnel file upon request.

3.8.4 All personnel files shall be kept in confidence and shall be available to other employees of the District for inspection only when actually necessary in the proper administration of the District's affairs or the supervision of the unit employee. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the unit employee's personnel file shall be available for examination by the unit employee or his/her CSEA representative if authorized by the unit employee. The custodians of the personnel files shall not be required to enter their names on such logs.

3.8.5 The District will release information to creditors or other persons only upon proper identification of the inquirer and acceptable reasons for the inquiry. Information then given from personnel files shall be limited to verification of employment, length of employment and certification and disclosure of salary range information. Release of more specific information may be authorized in writing by the unit employee.

3.8.6 Any person who places written material or drafts written material for placement in a unit employee's personnel file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement. Written materials referring to specific incidents reflecting positively or negatively on an employee's performance shall be made available to the unit employee concurrent to their placement in the unit employee's personnel file.

3.8.7 Except as provided for in the Education Code, no adverse action of any kind shall be taken against a unit employee based upon materials which are not in the personnel file. In any disciplinary action, in addition to the materials in the personnel file, the District may rely on oral warnings given within the preceding six (6) months.

3.8.8 The District shall not utilize a complaint by a parent, student, citizen or non-supervisory or non-management employee of the District in any manner which might affect the evaluation of a unit employee without an independent investigation and first providing the unit employee with the right to respond both orally and in writing to the complaint. The unit employee shall have the right to representation from CSEA at any meeting regarding such a complaint.

3.8.9 The District may require a bargaining unit employee to acknowledge the receipt of any document entered into the unit employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

ARTICLE 4: GRIEVANCE PROCEDURE

4.1 Definitions

4.1.1 A "grievance" is a formal written allegation by a grievant that a specific provision of this Agreement has been misinterpreted, misapplied, or violated. It is the intent of the parties to equitably resolve the grievances at the lowest possible level. It is the intention of the parties to encourage as informal and confidential an atmosphere as possible in the resolution of grievances.

4.1.2 A "grievant" is a unit employee adversely affected by an alleged violation of the specific provisions of this Agreement, or CSEA. If CSEA is filing the grievance other than under Article 1 or 7 of the Agreement, the Association shall name the effected bargaining unit employee(s). If the grievance is filed based upon a specified group of individuals, then the grievance shall identify the classification and work location of the bargaining unit employees affected.

4.1.3 A "witness" is any person required by either party to give testimony during a conference or hearing concerning a grievance.

4.1.4 "Employer" is the Board of Trustees.

4.1.5 A "day" is any day in which the administrative office of the Manhattan Beach Unified School District is open for business.

4.1.6 A "grievance procedure" is an orderly manner of adjusting grievances through adherence to the plan as set forth in this Article.

4.1.7 The "immediate supervisor" is the lowest-level supervisor outside the bargaining unit having immediate jurisdiction over the grievant.

4.2 General Provisions

4.2.1 All unit employees have the right to file grievances without fear of prejudice or reprisal. No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.

4.2.2 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor, except in cases of safety as defined in the California Health and Safety Code.

4.2.3 Unless requested by the unit employee grieving, all documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4.2.4 Failure of the grievant or CSEA to adhere to the time deadlines herein at any level shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal.

4.2.5 Failure of the District to adhere to the time deadlines herein at any level shall mean that the grievance is automatically moved to the next level.

4.2.6 By mutual written agreement, the grievant and the District may extend the time deadlines at any level.

4.2.7 All formal grievances shall be in writing and shall be initiated on the District / CSEA Grievance Form. The form shall be made available on the MBUSD Website under Human Resources.

4.2.8 The grievance shall be a clear, concise, and specific statement stating the specific grounds on which the grievance is based (including any known names, dates and places necessary for a complete understanding of the grievance); the employee and/or classification and location of employee(s) involved; a listing of the pertinent provisions of the Agreement which are alleged to have been violated, and a listing of the specific actions and remedies which are requested. The grievant shall send copies to the appropriate supervisor.

4.2.9 Upon request, the grievant may be represented at all stages of the grievance procedure by him/herself or at his/her option by a representative from CSEA. The grievant shall be granted reasonable release time to attend any level meeting with the District at each stage of the grievance process.

4.2.10 The District shall make available for testimony, in connection with this grievance procedure, any District employee whose appearance is requested by either party at no loss of pay to the witness.

4.2.11 Any unit employee may at any time present grievances to the District and have such grievances adjusted without the intervention of CSEA, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement – provided that the District shall not agree to a resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

4.2.12 The grievance may be withdrawn at any level without establishing precedence.

4.2.13 An alleged grievance not raised at the informal step within thirty (30) days after the grievant knew or reasonably should have known of the alleged circumstances which form the basis for the grievance, shall not be recognized by the Board or CSEA.

4.2.14 The parties may mutually agree not to meet in person at any of the steps set forth below.

4.2.15 If the grievant is a 9, 10, or 11-month unit employee and a grievance is filed at the end of the school year, and if being left unresolved until the beginning of the subsequent school year would result in harm to the grievant, then the time limits herein may, by written agreement, be reduced so that the procedure will be exhausted as soon as practicable.

4.3 Informal Procedure

4.3.1 The grievant shall meet with the immediate supervisor to discuss the alleged grievance, which may be submitted orally or in writing. The supervisor shall hold discussion and attempt to resolve the matter within 10 days after its presentation by the grievant. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved unit employee and immediate supervisor.

4.3.2 If the grievance is not satisfactorily adjusted, the grievant may proceed to Step One of the formal grievance procedure. No formal grievance shall be recognized by the Board or CSEA unless it has been presented within 10 days after the oral decision by the immediate supervisor, or if no response is provided, then within 20 days after the aggrieved party first made his / her grievance known to the immediate supervisor at the informal level.

4.4 Step One of the Formal Procedure

4.4.1 The grievant shall send a statement of grievance in writing on the appropriate form to his / her immediate supervisor in charge. The written information shall include all requirements set forth in Section 4.2.8 above. The immediate supervisor shall confer with the grievant and any witness requested and, within 10 days of receipt of formal grievance, render a written decision to the grievant and all parties of interest.

4.4.2 Within 10 days after receipt of the Step One decision, or, if no response is received within 10 days of receipt of the grievance by the supervisor, the grievant may appeal the decision to Step Two.

4.5 Step Two of the Formal Procedure

4.5.1 A written appeal shall be presented by the grievant to the administrator in charge. The appeal, all documents and printed material developed and used in Step One, shall be forwarded to all parties of interest.

4.5.2 The administrator in charge shall confer with the grievant and any witnesses requested and, within 10 days of receipt of the appeal, render a written decision to the grievant and all parties of interest.

4.5.3 Within 10 days after receipt of the Step Two decision, or in the event the administrator in charge does not deliver a written decision within 10 days after receipt of the appeal, the grievant may appeal the grievance to Step Three.

4.6 Step Three of the Formal Procedure

4.6.1 A written appeal shall be presented by the grievant to the Superintendent or designee. The Superintendent or designee shall furnish a copy of the request for appeal to the administrator in charge and other parties of interest. The administrator in charge shall forward to the Superintendent or designee a full and complete file of all written statements, decisions, and documents processed during Steps One and Two.

4.6.2 The Superintendent or designee shall confer with the grievant and any witnesses requested and, within 10 days of receipt of the appeal, render a written decision to the grievant and all parties of interest.

4.6.3 Within 10 days of receipt of the Step Three decision, or in the event the Superintendent or designee does not deliver a written decision within 10 days after the receipt of the appeal, the grievant may appeal the decision to Step Four.

4.7 Step Four – Binding Arbitration

4.7.1 If the grievant is not satisfied with the Step Three decision, he / she may within 10 days of the receipt of the decision from Step Three submit a request in writing to CSEA for arbitration of the dispute. If CSEA concurs with the employee's request for arbitration, CSEA shall within 10 days of the Superintendent's decision submit a request in writing to the Superintendent for arbitration of the dispute, and the District shall comply with the request.

4.7.2 CSEA and the District shall attempt to agree upon an arbitrator. The parties shall alternatively strike a name from a list of five (5) arbitrators provided by Mediation, Conciliation & Arbitration Center until only one name remains. The order of striking shall be determined by lot.

4.7.3 If either the District or the CSEA so requests, a separate arbitration shall be held to hear the merits of any issue raised regarding the arbitrability of a grievance.

No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selecting an Arbitrator shall be as set forth in 4.7.2 above.

4.7.4 The fees and expenses of the Arbitrator and the hearing shall be borne by the loser. If the Arbitrator requests a transcript or if the parties mutually agree to a reporter's transcript, the cost shall be paid equally by the parties. All other expenses shall be borne by the party incurring them.

4.7.5 The Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a submission agreement, the Arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level.

4.7.6 The District and the CSEA agree that the jurisdiction and authority of the Arbitrator so selected and the opinions the Arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The Arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The Arbitrator shall be without power or authority to make any decision that requires the District or the administration to take action prohibited by law.

4.7.7 After a hearing and after both parties have had an opportunity to make written arguments, the Arbitrator shall submit, as soon as possible to all parties, the findings of fact and any appropriate award. The findings of fact and any award shall be final and binding on the parties.

4.8-4.9.4 Removed.

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ARTICLE 5: TRANSFERS

5.1 Definition

For purposes of this ARTICLE, "transfer" shall consist of a temporary or permanent change in work location of a permanent bargaining unit employee from one (1) work site to another work site within the same classification within the District. Such a transfer does not encompass the process of assignment or reassignment of a specific position, responsibilities within the department or work location. A bargaining unit employee assigned to more than one (1) work site shall be considered as being transferred only when moved from one (1) District-wide department or program to another program. Involuntary transfers shall not be made outside the classification of unit employee unless by mutual consent between the unit employee unless by mutual consent between the unit employee and the District.

5.2 Voluntary Transfers

5.2.1 Permanent unit employees may request a transfer to positions of the same classification.

5.2.1.1 Vacancies shall be posted by the District for not less than five (5) working days at all work sites prior to being filled on a permanent basis.

5.2.2 The request for transfer will be sent to the Human Resources Office. A conference shall be held at the request of the unit employee or the Human Resources Office in order to discuss the request. A request for transfer shall remain active for a six (6) month period.

5.2.3 If two (2) or more unit members request a voluntary transfer, the District shall consider the past evaluations and qualifications of each requesting unit employee. When the District has considered two (2) or more unit members requesting a voluntary transfer to be equal on the basis of past evaluations, and qualifications, the unit employee with the most District seniority shall be considered for voluntary transfer.

5.2.4 If total time of service with the District for two (2) or more unit employees considered equal is the same, then, as between those unit members, the transfer will be determined by a lottery.

5.2.5 In the event that a voluntary transfer request is denied, the unit employee shall be informed of the reasons for such a denial in writing within five working days of requesting such a notice.

5.3 Administrative Transfers

5.3.1 A temporary or permanent administrative transfer may be initiated by the Human Resources Office and shall be based exclusively on the work-related special needs of the District and/or welfare of the unit employees involved and will not be for punitive or capricious reasons.

5.3.2 Administrative transfers shall take precedence over voluntary transfers for the good of the employees.

5.3.3 The District shall take reasonable steps to avoid administratively transferring any bargaining unit employee more than once in any school year.

5.3.4 In the event that circumstances require that a unit employee be administratively transferred, the unit employee shall be informed of the reason(s) in writing at ten (10) working days prior to such action if feasible, but in no event less than (3) working days prior to the effective date of transfer, unless mutually agreed upon by both the District and the unit member to waive the ten (10) day notification period. The unit employee shall be afforded the opportunity to meet with the Personnel Director regarding the proposed transfer as soon as possible.

5.3.5 For purposes of selecting which unit employee shall be administratively transferred in order to meet the needs of the District, the District shall consider past evaluations and qualifications of each unit employee considered. All things being equal, the unit employee with the least District seniority will be transferred.

5.3.6 If total time of service with the District for two (2) or more unit employees considered equal is the same, then, as between those unit employees, the transfer will be determined by lottery.

5.3.7 Involuntary transfers shall be subject to appeal to the Personnel Commission, but shall not be subject to Article 4 – Grievance Procedure.

5.4 Medical Transfers

5.4.1 The District may give alternate work to a unit employee who has become medically unable to satisfactorily perform his/her regular assignment/job. Such offer of alternate work shall be by mutual agreement between the unit employee and the District.

5.4.2 The alternate work may not constitute promotion, demotion, or change in assignment or job classification or salary.

5.4.3 In the event a unit member chooses not to accept alternate work and/or an alternate work schedule as offered by the District to accommodate his/her medical condition and/or restriction(s), the unit member will exhaust all available leaves and then be placed on the 39-month re-employment list. The unit member will remain on the 39-month re-employment list until the unit member is medically released to return to his/her normal duties, or the 39-month period is exhausted, whichever occurs first.

5.5 In the event changes in District needs necessitate changes in a unit employee's assignment for an ensuing school year, when possible, the affected unit employee shall be notified 30 days in advance of the succeeding school year. The district agrees to provide earlier notice when the transfer decision is made more than 30 days before the commencement of the succeeding school year.

ARTICLE 6: LEAVES

6.1 Personal Illness and Injury Leave

6.1.1 Full-time probationary or permanent unit employees shall be entitled to one (1) day per month of employment leave with full pay for purposes of personal illness or injury. Unit employees who work less than full-time shall be entitled to that portion of the accrued leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit employee in a comparable position. In the event the unit employee works less than 1 month at the start or end of his/her employment, his or her leave shall be prorated to whatever the days worked to the number of possible days in the month. At the beginning of each fiscal year the full amount of sick leave granted under this Article shall be credited to each unit employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new probationary employee of the District shall not be able to take 6 days until he / she completes the probationary period.

6.1.2 After all earned leave as set forth in 6.1.1 above and any accrued vacation under Article 11 is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided that the provisions of 6.1.4 are met. The amount deducted for leave purposes from the unit employee's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave. The five-month period shall begin on the day on which the accumulated personal illness leave is exhausted.

6.1.3 If a unit employee does not utilize the full amount of leave as authorized in 6.1.1 in any year, the amount not utilized shall be accumulated from year to year.

6.1.4 When a leave of absence due to a personal illness or injury exceeds 5 consecutive work days and is not already covered under a documented FMLA leave, the unit member shall provide to Human Resources a medical note covering the leave duration and providing an estimate of the unit member's anticipated return to work date. A note can be requested for leave periods fewer days as set forth below.

Upon reasonable belief of abuse of sick leave, and upon request by District management, a unit employee shall be required to present a certificate signed by the unit employee verifying the actual illness or injury, or present a certificate signed by a medical authority. If the illness or injury exceeds three (3) consecutive days, the District may require, at District expense, a unit employee to visit a licensed healthcare provider in order to verify the existence and duration of the illness or injury, and to report such findings to

the Superintendent or designee. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the unit employee, may refuse to grant such leave. If requested by the District management, a unit employee shall not return to work until a medical doctor's authorization to return to work is submitted, at District expense.

6.1.5 Whenever possible, a unit employee must contact his/her immediate supervisor as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the work day, to permit the District time to secure substitute service. Failure to reasonably provide adequate notice shall be grounds for denial of leave with pay or other disciplinary action.

6.1.6 Unit employees who are members of PERS may convert unused illness/injury leave to retirement credit in accordance with Education Code Section 22719 or its successor on application for retirement.

6.1.7 In or around November of each year the District shall provide each unit employee with a statement of accrued sick leave and vacation as of June 30th of the previous fiscal year and the entitlement for the current year.

6.2 Personal Necessity Leave

6.2.1 Leave which is credited under 6.1.1 of this Article may be used, at the unit employee's election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed ten (10) days for 10-month employees, eleven (11) days for 11-month employees, or twelve (12) days for 12-month employees in any fiscal year.

6.2.2 For purposes of this provision, personal necessity shall be limited to: (a) death or serious illness of a member of the unit member's immediate family, as defined in Section 6.3.2 herein; (b) an accident which is unforeseen involving the unit member's immediate family; (c) other situations which require a unit member's attention during work hours, subject to a test of reasonableness, or (d) any reason deemed appropriate by the unit member's immediate supervisor. In general, the unit member shall not be required to provide the reason for personal necessity leave, except where required for a test of reasonableness, or upon reasonable belief of abuse of personal necessity leave. If a reason is required, the supervisor may require the unit member to provide reasonable documentation of the need for personal necessity leave. Under no circumstances shall personal necessity leave be granted for concerted activities as provided in Article 13, for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can reasonably be taken care of outside of working hours.

6.2.3 Before the utilization of personal necessity leave, a unit employee must where possible obtain prior written approval via completion of a Certificate of Absence from the appropriate management person, except for cases of "a" and "b" in Section 6.2.2. Should the circumstances outlined in "a" and "b" arise, the unit employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

6.2.4 Under all circumstances a unit employee shall verify in writing that the personal necessity leave was used only for purposes as set forth in 6.2.2. The District reserves the right to conduct an independent investigation to verify any personal necessity leave. A unit employee will be subject to appropriate discipline if the leave was used for purposes other than stipulated.

6.2.5 Immediate family is defined as mother, mother-in-law, father, father-in-law, husband, wife, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchild, grandfather, grandmother, or any relative living in the immediate household of the unit member or any other person as determined by mutual consent of the Assistant Superintendent of Human Resources and the unit member. For purposes of this Section, relatives by virtue of marriage (step relatives) and relatives by virtue of court action (adopted or foster relatives) shall be considered as natural or legal relatives.

6.3 Bereavement Leave

6.3.1 A unit employee shall be entitled to a maximum of five (5) days' leave of absence without loss of salary, due to the death of any member of their immediate family, reproductive loss or other exception made through mutual agreement between the unit member and the Assistant Superintendent of Human Resources pursuant to Article 6.2.5 above.

6.3.2 For purposes of this provision, an immediate family member is defined in 6.2.5.

6.3.3 A unit employee shall notify his / her supervisor prior to the start of his / her regular assignment to request a bereavement leave, whenever possible.

6.3.4 Provisions of this Article apply only to the days unit employees are in paid status and leaves must be started within ten (10) calendar days of the death of the member of the immediate family. Exceptions may be made to this requirement by mutual agreement of the unit employee and the Assistant Superintendent of Human Resources.

6.4 Leave for Pregnancy Disability

6.4.1 Unit employees are entitled to use sick leave as set forth in 6.1.1 and 6.1.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit employee and the unit employee's physician.

6.4.2 Unit employees are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery there from when sick leave as set forth in 6.1.1 and 6.1.2 has been exhausted. The date on which the unit employee shall resume duties shall be determined by the unit employee on leave and the unit employee's physician.

6.4.3 The unit employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced, at the previous job site when available.

6.5 Leaves Under the Federal Family Care Leave Act and California Family Rights Act

For purposes of this section only, the following definitions shall apply: (1) "Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing "in loco parentis" who is either under 18 years of age or an adult dependent child who suffers from a disability and is incapable of self-care; where the leave is to care for an injured servicemember or for a qualifying exigency related to military service, the child may be an adult and need not have a disability; (2) "parent" means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the unit employee when the unit employee was a child; (3) "spouse" shall include registered domestic partners under Family Code section 297; (4) "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either in-patient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider; (5) "health care provider" means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices, or any other person determined by the United States Secretary of Labor to be capable of providing health care services.

6.5.1 An unpaid Family Care Leave ("FCL") shall be granted, subject to the restrictions set forth below, to a unit employee who has been employed by

the District for at least twelve (12) months (which need not be consecutive) and has actually worked at least 1,250 hours in the 12-month period immediately preceding the first day of the requested FCL. FCL may be granted for reason of: (1) the birth of a child of the unit employee; (2) the adoption of a child by a unit employee; (3) foster care placement of a child with the unit employee; (4) the care of a child, parent, or spouse who has a serious health condition; or (5) because of the unit employee's own serious health condition. FCL granted for the birth, adoption, or foster care placement of a child must occur within one year of that birth, adoption, or foster care placement; (6) serious illness or injury sustained in the line of duty on active duty by a military servicemember or veteran who is the spouse, child, parent or next of kin of the employee (FMLA and possibly CFRA); or (7) qualifying exigency arising out of the fact that a spouse, child, or parent of the employee is a covered servicemember on covered active duty or has been notified of an impending call to order to covered active military duty (FMLA only). Any FCL a unit employee takes will be counted towards the unit employee's annual leave entitlements under the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991, as amended. FCL runs concurrently with any other leave in this agreement for which the unit employee qualifies.

6.5.2 To the extent required by applicable federal and state laws only, the FCL may be taken intermittently or on a reduced work schedule. The District reserves the right to place any lawful restrictions upon a unit employee's intermittent or reduced-schedule usage of FCL. The FCL shall not exceed a total of 12 workweeks within a 12-month period, as calculated from the first date on which the unit employee utilizes FCL, except if the leave is to care for a servicemember injured in the line of active duty service, for which an eligible unit employee is entitled to 26 work weeks.

6.5.3 If the need for FCL is foreseeable, or it is for the birth of the unit employee's child, the unit employee shall provide a written notice and request for FCL at least 30 days prior to the commencement of any FCL. If the need for FCL is not known 30 days prior to the date the FCL must begin, the unit employee shall provide a written notice and request for FCL within one or two business days of learning of the need for the leave. If the need for FCL is due to planned medical treatment, the unit employee shall make a reasonable effort to schedule the treatment so as to minimize disruption to the District, subject to the approval of the appropriate health care provider.

6.5.4 In conjunction with any notice and request for FCL due to a serious health condition of the unit employee or to care for a child, a spouse or a parent who has a serious health condition, the unit employee must submit to his or her immediate administrator a certification from the relevant health care provider that includes: (1) the date the serious health condition commenced; (2) the probable duration of the condition; (3) an estimate of the amount of

time the health care provider believes the unit employee needs to care for the individual, if the FCL is due to the serious health condition of a child, a spouse or a parent; and (4) a statement that the serious health condition either warrants the participation of the unit employee to provide care or renders the unit employee unable to perform his or her job functions. If FCL is required beyond the initial estimated date provided by the health care provider, the unit employee shall submit a new written notice and request for FCL before any additional FCL will be granted. In addition, the unit employee must submit a new certification from the relevant health care provider. The District may require the unit employee to provide periodic updates of his or her status and intended date of return to work during the leave, but no more frequently than every 30 days. If the District has any reason to doubt the validity of any health care provider's certification, the District may require, at its own expense, that the unit employee obtain the opinion of a second health care provider designated by the District. In the event the second health care provider's opinion differs from the original certification, the District may require, at its own expense, that the unit employee obtain the opinion of a third health care provider approved jointly by the District and the unit employee. The opinion of the third health care provider shall be final and binding on the District and the unit employee.

6.5.5 As a condition of reinstatement for a unit employee who has taken FCL because of his or her serious health condition, the unit employee must provide the District with a certification from the unit employee's health care provider, certifying that the unit employee is able to resume work.

6.5.6 A unit employee returning from a FCL shall be reinstated to the same position the unit employee held when the FCL began or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The District, however, shall not be required to reinstate a unit employee returning from a FCL if, during the unit employee's FCL the same or comparable position ceases to exist because of legitimate business reasons and, had the unit employee not taken a FCL, the unit employee would not otherwise have been employed at the time reinstatement is requested.

6.5.7 All FCL is unpaid. The exceptions are that: (1) a unit employee may elect, or the District may require the unit employee to utilize accrued vacation hours for FCL in lieu of unpaid status, and; (2) if the unit employee is taking FCL due to his or her own illness, the unit employee may elect, or the District may require the unit employee to utilize accrued sick leave hours for FCL in lieu of unpaid status. The period of the FCL shall not be considered a break in service. Upon return to service from FCL, the unit employee shall have no less seniority than the unit employee had when the FCL commenced. However, the period of FCL shall not be used to calculate increased seniority rights.

6.5.8 During any period that a unit employee takes FCL, the District shall maintain coverage under any "group health plan" (as defined in Section 5000(b) (1) of the Internal Revenue Code of 1986) at the level and under the conditions coverage would have been provided if the unit employee had worked continuously for the duration of such FCL. The District may recover the premiums that it paid for maintaining coverage for the unit employee and any of the unit employee's dependents during any period of unpaid FCL if: (1) the unit employee fails to return from FCL after the period of FCL to which the unit employee is entitled has expired; and (2) the unit employee's failure to return to work is for a reason other than the continuation, recurrence, or onset of a serious health condition that would entitle the unit employee to FCL or because of circumstances beyond the control of the unit employee. The District may require any claim that a unit employee is unable to return to work because of the continuation, recurrence, or onset of a serious health condition to be supported by a medical certification which states either (1) that he unit employee is unable to perform the functions of his or her position on the date that the FCL expired or the date the unit employee was scheduled to return to work, as applicable; or (2) that the unit employee is needed to care for the child, spouse, or parent who has a serious health condition on the date that the FCL of the unit employee expired or the date the unit employee was scheduled to return to work, as applicable.

6.6 Industrial Accident Leave

6.6.1 Unit employees will be entitled to industrial accident leave according to the provision in the Education Code Section 45192 for personal injury, which has qualified for workers' compensation under the laws of the State of California.

6.6.2 Payment for wages lost on any day shall not, when added to an award granted under the workers' compensation laws of this state, exceed the normal wage for the day. Industrial accident and illness leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under workers' compensation. For any days absence from duty as a result of the same industrial accident, the unit employee shall endorse to the District any wage loss benefit check from workers' compensation which would make the total compensation from both sources exceed 100 percent (100%) of the amount the unit employee would have received as salary had there been no industrial accident or illness. If the unit employee fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit employee's salary warrant the amount of such disability indemnity actually paid to and retained by the unit employee. When an industrial accident or illness occurs

at a time when the full sixty (60) days will overlap into the next fiscal year, the unit employee shall be entitled to only that amount remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.

6.6.3 The District has the right to have the unit employee examined by a physician designated by the District at District expense to assist in determining the length of time during which the unit employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved. Any time a unit employee on industrial accident or illness leave is able to return to work, the unit employee shall be reinstated to the same assignment in the same classification without loss of seniority or benefits.

6.6.4 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Article has been exhausted, entitlement to other sick leave, vacation or other paid leave will be used. If however, a unit employee is still receiving temporary disability payments under the workers' compensation laws of this state at the time of the exhaustion of benefits under this Article, he / she shall be entitled to use only so much of his / her accumulated and available normal sick leave and vacation leave, which, when added to the workers' compensation award, provides for a day's pay at the regular rate of pay.

6.6.5 If a unit employee suffers from an industrial accident or illness, when aware, the supervisor shall fill out an accident form with a copy provided to the employee at the time of the accident or within 24 hours regardless if the employee seeks medical attention or not. The completed form will then be sent to the Administrator in charge. All industrial accidents or illnesses, regardless of how minor, shall be reported to the supervisor, by the unit employee, as soon as possible.

6.7 Judicial Leave

6.7.1 Unit employees will be provided leave for regularly called jury duty and to appear as a subpoenaed witness in court, other than as litigant, for reasons not brought about through the connivance or misconduct of the unit employee. Except in cases of emergency, the unit employee shall submit a written request for an approved absence no less than ten (10) working days prior to the beginning date of the leave or as a witness. The governing board may grant such leaves of absence with pay to participate in jury service. The earnings from participating in jury service will be paid to the District with the exception of parking reimbursement.

6.7.2 The unit employee, while serving jury duty, will receive pay in the amount of the difference between the unit employee's regular earnings and any amount received for jury service, excluding any reimbursement for mileage and / or meals.

6.7.3 A unit employee shall be provided paid leave to appear as a subpoenaed witness or respondent where the unit employee's appearance is required as a result of duties performed within the scope of his or her employment with the District.

6.8 Short-Term Leave Without Pay

Upon the unit employee's completion of the District's Leave Request form and approval by the Superintendent, leave without compensation, increment, or seniority credit may be granted for an unspecified reason. Application for such leave must specify proposed beginning and ending dates. Such leave shall not exceed ninety (90) calendar days.

6.9 Long-Term Leave Without Pay

Upon the unit employee's completion of the District's Leave Request form, recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation, increment, or seniority credit may be granted for the following purposes: service in an elected public office, professional study or research, public service, or leave pending a transfer when no vacancy exists. In addition, a unit employee on such leave shall notify the District Personnel Office in writing sixty (60) calendar days prior to the intended date of return to employment in the District. Failure to so notify the District will be considered an abandonment of position.

6.10 Military Leave

A unit employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Awarding of military leave will be allocated upon presentation of signed military orders requesting unit employee to report for duty.

6.11 Catastrophic Leave

Catastrophic Leave provisions permit unit members to withdraw sick leave credits from a Catastrophic Leave bank when that unit member or a member of his or her immediate family (spouse, or a child or parent as defined in 6.5) suffers from a catastrophic illness or injury.

6.11.1 Definitions: "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's immediate family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member 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.

Catastrophic Leave is not a substitute for income protection options, e.g., insurance.

6.11.2 The Catastrophic Leave Bank shall be administered by the Human Resources administrator who shall obtain approval of all requests for use of the Bank from a panel comprised of two (2) members appointed by the CSEA Executive Board and one (1) member appointed by the Superintendent. Panel members shall be appointed yearly by CSEA.

6.11.3 All permanent unit members are eligible to contribute to the Catastrophic Leave Bank on a voluntary basis. A unit member's contribution must be made on the appropriate form and shall be authorized by the unit member. To participate in the Catastrophic Leave Bank, a unit member must contribute sick leave or vacation credits in an increment of at least one day on a biannual basis (consisting of the hours of the donating employees' current shift) which shall be converted to hours for payroll and record keeping purposes. Each participating employee may donate more up to two (2) days per year. Any donation in excess of one (1) day may be made only if the employee's sick leave does not fall below five (5) days in the current year. All sick and vacation leave credit donations made to the bank are irrevocable upon receipt by the Human Resources office.

6.11.4 Contributions shall be made between July 1 and October 15 of each school year, unless other enrollment periods are needed (see paragraph 12). Unit members returning from extended leave which included the enrollment period and new unit member attaining permanency after the enrollment period will be permitted to contribute within 30 calendar days of beginning work. The District shall make available forms for participation in the Catastrophic Leave Bank.

6.11.5 A participating unit member must have made a contribution as described in 6.11.3 and must use all of their accumulated paid leave, including but not limited to illness and vacation leave, and compensatory time, but not differential pay as defined in Education Code section 45195, in order to be eligible for a withdrawal from the Catastrophic Leave Bank.

6.11.6 A participating employee who himself is suffering from a catastrophic injury or illness may not draw upon the leave bank until exhaustion of all

paid leave(s). Thereafter, donated leave hours from the leave bank shall be used concurrently with substitute-differential pay, provided that the total daily compensation paid to the donee employee shall not exceed the donee employee's daily rate of pay were he actively employed.

6.11.7 If a participating unit member is incapacitated, applications may be submitted to the Panel through the Human Resources office on the appropriate form by an agent of the unit member or member of the unit member's immediate family.

6.11.8 Withdrawals from the Catastrophic Leave Bank may be granted in units of no more than eighty (80) work hours. Participating unit members may submit requests for extensions of withdrawals as their prior grants expire. Withdrawals shall normally not exceed an amount necessary to continue the employee for three calendar months from the first day of catastrophic leave. The panel may approve up to an additional three-month period in exceptional cases.

6.11.9 Participating unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank shall furnish all requested medical information deemed necessary by the panel to determine the employee's eligibility to receive catastrophic leave. Upon request by the District or panel the participating employee shall execute an authorization for the release of medical information or obtain an executed authorization from the immediate family member who is the basis for the leave bank request. An applicant understands that he or she waives any right to privacy concerning the communication of the circumstances and factors related to the catastrophic illness; however such information received by the District and panel will be kept confidential to the extent possible.

6.11.10 A participating employee who has submitted a request to donate sick leave, and an employee who receives leave from the leave bank, shall each execute an agreement satisfactory to the District. The agreement will confirm the understanding of each that the donation of sick leave is voluntary and the approval of use is discretionary. The agreement will also provide that each employee agrees to indemnify and hold the District harmless from any claims, demands, or causes of action related to the donation.

6.11.11 The District Human Resources office shall have the responsibility of receiving withdrawal requests, verifying the validity of requests, and communicating panel decisions, in writing, to the unit member requesting withdrawals of sick leave time, and to CSEA.

6.11.12 If the Catastrophic Leave Bank does not have sufficient hours to fund a withdrawal request, the Panel has the right to request more hours throughout the year should the bank's balance fall below 40 hours.

6.11.13 The bank shall not exceed 1000 hours. Unused hours shall roll over to the following school year. At the time that the Catastrophic Leave Bank grows to 1000 hours, any employee participating in the bank shall continue as a participating member until the balance drops below 1000 hours and a new contribution window opens. Employees not participating at the time that the bank grows to 1000 hours may elect to make a contribution as defined in 6.11.3 and 6.11.4. Such additional hours shall be held in reserve to supplement the Catastrophic Lave Bank when the balance drops below 1000 hours.

6.11.14 The Panel shall make every effort to review applications, approve or deny requests, and communicate decisions, in writing, to the applicants within a reasonable period of time, after receipt of the application.

6.11.15 The Panel shall have reasonable release time to meet and review cases as needed, not to exceed a total of 10 hours per year.

6.11.16 Any unused donated leave shall remain in the Catastrophic Leave Bank. The District will provide a statement of the existing Catastrophic Leave Bank balance upon written request from the CSEA Executive Board.

6.11.17 Any acts or omissions by the District, CSEA, and the above-described panel, and their employees and agents, in furtherance of the Catastrophic Leave Bank process shall not be subject to the contract grievance process.

6.11.18 Unit members who resign or retire from the District may donate up five (5) days of sick or vacation leave to the Catastrophic Leave Bank at the time of their resignation or retirement. Such donation must occur prior to the District's acceptance of the resignation or retirement.

6.12 Paid Parental / Child-Bonding Leave

6.12.1 As provided in Education Code section 45196.1, unit employees shall be entitled to paid parental leave as set forth in this section.

6.12.2 For purposes of this section, "parental leave" shall be defined as leave for reason of the birth of the unit employee's child, or the placement of a child with the unit employee for adoption or foster care within twelve (12) months of the birth or placement.

6.12.3 Unit employees shall be entitled to use all current and accumulated sick leave for parental leave, foe a period of up to twelve (12) workweeks.

6.12.4 When a unit employee has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under Section 6.5 above and the California Family Rights Act (CFRA; Government Code section 12945.2), he/she shall be entitled to substitute differential pay for any of the remaining twelve (12) workweek period. Such substitute differential pay shall be paid as set forth in Section 6.1.2 above but shall not count against the leave entitlement set forth in that Section. In order to receive substitute differential pay, the unit employee must be eligible for leave under the California Family Rights Act except that he/she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.

6.12.5 Any leave taken under this section shall count against any entitlement to child-bonding leave under Section 6.5 and the California Family Rights Act. The aggregate amount of leave taken under this section and Section 6.5/CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.

6.12.6 A unit employee shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period. If both parents work for the District, each is entitled to twelve (12) workweeks of leave for the birth or placement for adoption or foster care of a child.

6.12.7 Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.

6.12.8 A unit employee shall give at least thirty (30) calendar days' notice of the birth of a child and intent to take parental leave under this section. Leave shall be taken in increments of at least two (2) weeks' duration except on two (2) occasions. Leave under this section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.

6.13 Break in Service

No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit employee who is in paid status and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence. A unit employee returning from a voluntary unpaid leave of absence lasting more than ninety (90) consecutive calendar days shall have his / her anniversary date moved ahead by the amount of time spent in unpaid status.

ARTICLE 7: ASSOCIATION RIGHTS

7.1 The Board agrees to grant CSEA access to unit employee work stations to communicate with unit employees, but only during unit employees' lunch periods, rest breaks, and before and after their regular working hours, and then only with advanced notification to an appropriate supervisor. Except as set forth above, CSEA, and its officials and representatives, shall conduct CSEA business at times other than during unit employees' regular work hours.

7.2 The Board authorizes CSEA the right to use a reasonable amount of each facility's designated official bulletin board. Such bulletin board area will be identified by the immediate supervisor of the facility and labeled "CSEA Business."

7.3 All CSEA non-confidential communications to unit employees shall be submitted to the Superintendent concurrent to the entrance of such communications into the District mail system.

7.4 CSEA shall have the right to the use of school facilities, and buildings at reasonable times and with prior written notice and approval. The use of school facilities and buildings shall not interfere with instructional programs.

7.5 CSEA shall have the right to use the District's facilities and buildings at reasonable times and with prior written notice and approval of the District / Principal, and as long as CSEA declares that the use of such facilities and buildings constitute an emergency, and as long as the use of such buildings and facilities does not interfere with the instructional program.

7.6 CSEA shall pay for the cost of all materials and supplies used.

7.7 The District will provide a seniority list of all unit employees to CSEA on an annual basis by November 1st.

7.8 The President of CSEA or designee of the President of Chapter #126, shall be provided with two copies of any public document upon request.

7.9 A copy of the complete agenda and the minutes with back up material of all Board meetings shall be uploaded to the District website as per Brown Act requirements.

7.10 Notice to District and CSEA

Whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be written and personally delivered to the Office of the Superintendent. Notice to CSEA shall be written and personally delivered to the President of the local chapter will be sent via email or First-Class Mail to the President of the local chapter.

7.11 Release Time

For the duration of this Agreement CSEA shall be credited with 36 days of release time to be used at no loss of pay by unit employees who are officers or agents of CSEA. CSEA agrees to notify the Assistant Superintendent of Human Resources in writing no later than 48 hours prior to the date intended for use of such leave, and agrees to pay the actual substitute costs.

7.12 With prior permission from the employee's immediate supervisor [such permission which shall not be unreasonably withheld], unit employees shall have the right to receive release time to attend CSEA chapter meetings which occur outside of normal District hours, i.e., 7:30 a.m. – 4:00 p.m. Unit employees who receive such release time shall have 30 days to make up that time.

7.13 Release time for CSEA Annual Conference -CSEA shall be allowed to release up to four (4) approved delegates to attend the annual CSEA Conference for a period not to exceed five (5) days. Unit members serving as delegates who are in normal paid status at the time of the Conference shall suffer no loss of pay while attending the conference. Unit members serving as delegates who are in normal unpaid status at the time of the Conference shall receive no additional pay while attending the Conference.

7.14 CSEA shall be afforded an opportunity to include membership benefits and contact information in new unit member orientation packets provided by the District.

7.15 Notice of all job vacancies shall be sent to all bargaining unit members via District email prior to the posting of the vacancies on any job search sites.

ARTICLE 8: DISTRICT RIGHTS

8.1 All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2, and also all rights and subject matters not limited by the express terms of the other Articles of 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 permanently, any of the following:

8.1.1 The legal, operational, geographical, or organizational structure of the District, including, but not limited to, the chain of command, division and subdivisions, external and internal boundaries of all kinds and advisory commissions and committees;

8.1.2 The financial structure of the District, including sources and amounts of financial support, income, funding, taxes and debt, and all means of conditions necessary or incidental to securing of same, including, but not limited to, 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 formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;

8.1.3 The acquisition, disposition, number, location, types, and utilization of all District properties, whether owned, leased, or otherwise controlled, including, but not limited to, all facilities, grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such properties;

8.1.4 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, but not limited to educational support, construction, maintenance and repair services;

8.1.5 The selection, classification, direction and promotion of all personnel of the District, the demotion, discipline and termination of all personnel of the District subject only to the authority, jurisdiction and approval of the Personnel Commission; affirmative action and equal employment; the assignment of employees to any location, and also to any facilities, classrooms, functions, activities, academic subject matter, grade levels,

departments, tasks or equipment subject only to the provisions of Article 5, Transfers; and the determination as to whether, when and where there is a job opening subject only to the jurisdiction and approval of the Personnel Commission;

8.1.6 The job classifications and the content, qualifications and requirements thereof, including, but not limited to bonding requirements, and whether any employee meets such qualifications and requirements; the rates of pay for any new classifications implemented during the term of this Agreement and subject to the authority, jurisdiction and approval of the Personnel Commission;

8.1.7 The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards subject only to the provisions of Article 3, Evaluation Procedures and subject to the authority, jurisdiction and approval of the Personnel Commission;

8.1.8 The dates, times and hours of operation of District facilities, and activities; work schedules and shift schedules; the school calendar; the assignment of paid work days beyond the regular assigned work year; the assignment of overtime subject only to the provisions of Article 2, Hours and Overtime, and Article 10, Compensation and Benefits;

8.1.9 Safety and security measures for students, employees, the public, properties, facilities, vehicles, materials, supplies and equipment, including, but not limited to, the various rules and duties for all personnel with respect to such matters;

8.1.10 The termination or layoff of employees 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 not limited by the clear and explicit language of this Agreement

8.2 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 contractual limitations upon the District's rights, except that nothing in the foregoing language shall be understood as a waiver by CSEA of the right to demand or refuse to meet and negotiate with the District regarding matters (items or practices) not reserved to the District in this Article or otherwise referenced or discussed in this Agreement. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's rights or preclude the District from exercising the right in a different manner.

8.3 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any way connected with or effecting the exercise of any of such rights, is not subject to the grievance provisions set forth in Article 4, except that the District has the right in response to a grievance, to assert in a particular dispute that such discretionary rights were reserved specifically to the District.

8.4 Exercise of Rights

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

8.5 Suspension of Policies and Practices

The District retains its right to suspend policies and practices referred to in this Agreement in cases of emergency only for the duration of the emergency. The District will notify the CSEA prior to any such suspension. The term emergency as used herein shall refer to matters similar to an Act of God, a natural disaster, an act of war, a declaration of martial law, a major epidemic, or a flood, earthquake, or fire which significantly impairs the ability of the District to function.

ARTICLE 9: ORGANIZATIONAL SECURITY

9.1 District Notice to CSEA of New Hires

9.1.1 The District shall provide CSEA notice of any newly hired employee, within ten (10) days of the date of hire, via an electronic mail. Such notice shall include the following information: full legal name, date of hire, classification, and site.

9.2 Employee Information

9.2.1 "Newly hired employee" or "new hire" means any employee who is hired or transferred into a bargaining unit position included in Appendix A and who is still employed as of the date of the new employee orientation. For employees transferring into a bargaining unit position, for the purpose of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit. This does not include substitute employees.

9.2.2 Except for employees who have submitted written request pursuant to Government Code section 6254.3© prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, personal email address or birthdate, the District shall provide CSEA with the contact information on the new hires. The District will not actively solicit opt outs from the newly hired employees. The information will be provided to CSEA electronically on the last working day of the months in which they were hired. This contact information shall include the following items, if they are included in the District's records, with each filled in its own column:

i. First name
ii. Middle initial
iii. Last name
iv. Suffix (e.g., Jr., III)
v. Job title/Classification
vi. Department
vii. Primary worksite name
viii. Work telephone number
ix. Home street address (incl. Apartment #)
x. City
xi. State

xii. Zip Code (5 or 9 digits)

xiii. Personal telephone number (10 digits)

xiv. Last four numbers of the social security number

xv. CalPERS status

xvi. Hire date

Except as provided herein, this information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District and is returning from a break in service.

9.2.3 Periodic update of contact information: Except for the above limitations, the District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically. This contact information shall also include the information as listed in 9.2.2 above, with each file listed in its own column.

9.3 <u>New Employee Orientation</u>

9.3.1 "New employee orientation" means the onboarding process of a newly hired employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

9.3.2 The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than five (5) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

9.3.2.1 In the event the District conducts a group orientation, CSEA shall have one (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session. In the event that the District chooses not to conduct an orientation of new hires within 30 days of hire, CSEA may schedule an in-person meeting with a new hire at the worksite during employment hours. Such terms shall expire on June 30, 2025.

9.3.2.2 In the event the District chooses not to conduct group orientations, but instead chooses to conduct one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA

representative to present at the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

9.3.3 Orientations will be held on District property. If the orientation is to take place after the employee has been officially hired, the orientation session shall be held during the workday of the employee(s), who shall be on paid time. In the event that the District chooses not to conduct an orientation of new hires within 30 days of hire, the District shall provide meeting space within seven days of receiving a request from CSEA to conduct its own meeting with new hires pursuant to the terms of SB 191. Such terms shall expire on June 30, 2025.

9.3.4 During CSEA's orientation session, no district manager or non-unit employee shall be present.

9.4 Grievance/Arbitration

9.4.1 Any alleged violation, misrepresentation, or misapplication of the terms of this Article shall be subject to the grievance and mediation provisions of Article 4 in the current classified Collective Bargaining Agreement, except only CSEA has the ability to grieve this Article.

9.5 Hold Harmless

The CSEA shall defend, indemnify, and hold the District harmless from any and all claims, demands or suits, or any other action arising from the organizational security provisions contained herein.

ARTICLE 10: COMPENSATION AND BENEFITS

10.1 Wages

Effective July 1, 2023, the classified salary schedule shall be increased by 2.5%. For the 2023-24 school year, all unit members shall receive a 0.5% off-schedule payment. This off-schedule payment shall be calculated using the unit members' 2023-24 gross salary, and shall be prorated to the percentage of the work year in which the unit member was in paid status.

Effective July 1, 2024, the classified salary schedule shall be increased by 1.0%. For the 2024-25 school year, all unit members shall receive a 1.0% off-schedule payment. This off-schedule payment shall be calculated using the unit members' 2024-25 gross salary, and shall be prorated to the percentage of the work year in which the unit member was in paid status.

The highest percentage increase to the salary schedule negotiated between the District and its other bargaining units, including any bonus monies shall be applied to all Classified Employees.

10.1.1 Bargaining unit employees shall receive all steps and longevity increments effective with their respective anniversary dates. Step increments begin one year from date of employment and continue year by year until maximum column placement is reached or the unit employee leaves the District.

10.1.2 Job descriptions are drafted and proposed by the District and submitted to the Personnel Commission; however, compensation is subject to negotiation.

10.2 Health and Welfare Benefits

10.2.1 A Health Benefits Sub-Committee will meet at least once per year to review health benefits proposals and recommend health benefit plan options/modifications to the negotiations teams. The Health Benefits Sub-Committee will:

- Consist of the following members:
  - Two (2) standing members and one (1) alternate, appointed by MBUTA.
  - Two (2) standing members and one (1) alternate, appointed by CSEA.
  - Two (2) standing members and one (1) alternate, appointed by MBUSD.
  - One (1) observer representing MBUSD Board of Trustees.

- Provide joint written minutes after each meeting to the members of the Sub-Committee, the Superintendent and his/her designee and president of the Association or his/her designee.
- Provide recommendations on health benefits to the representative bargaining teams.

10.2.2 The medical programs offered by the District will be Anthem's Select Premier HMO, Anthem's Vivity Premier HMO, Anthem's Premier PPO, and Anthem's Classic PPO, and Kaiser HMO. These medical programs will be reviewed annually by the Health Benefits Sub-committee, and plan offerings will subject to change based on the recommendations of the Health Benefits Sub-committee and subsequent negotiations.

SINGLE PARTY. The District maximum annual contribution toward full time unit members' single party health and welfare benefits, inclusive of health, dental, & vision insurance, shall be equivalent to 80% of the members' annual single party premium costs for the Anthem Select Premier HMO, and/or dental, and/or vision plan(s).

TWO-PARTY. The District maximum annual contribution toward full time unit members' two-party health and welfare benefits, inclusive of health, dental, & vision insurance, shall be equivalent to 80% of the members' annual two-party premium costs for the Anthem Select Premier HMO, and/or dental and/or vision plan(s).

FAMILY. The District maximum annual contribution toward full time unit members' family health and welfare benefits, inclusive of health, dental, & vision insurance, shall be equivalent to 80% of the members' annual family premium costs for the Anthem Select Premier HMO, and/or dental, and/or vision plan(s).

Medical programs offered by the District, including the District's maximum annual contribution for each, shall be posted on the District website under "Benefits" on the "Staff" tab and updated each year prior to open enrollment.

Any cost in excess of the District's annual maximum contribution described in above shall be paid by unit members through payroll reduction.

10.2.3 Part-time unit employees who work 20 or more hours per week will be eligible to receive benefits; the District contribution to the premium will be prorated according to percentage of employment.

A. Unless participation is continued upon termination of employment, application for participation is limited to the one (1) month designated each year as the annual "open enrollment period."

B. Both sides understand and agree that the stated contribution for health, dental and vision insurance as described in Article 10.2 is actually a three-tiered (single, two-party, or family) District contribution.

10.2.4 The District shall pay the full premium costs of a $50,000 term life, accidental loss life, and accidental dismemberment insurance policy for each unit member.

10.2.5 The District shall pay the full premium costs of a long-term disability insurance policy for each unit member.

10.2.6 For the life of this Agreement only, and subject to carrier approval, the District will provide the above health and welfare benefits to certain retired employees of the District under the following circumstances. Eligible retirees (55 years and older) with fifteen (15) years of service in the District (or predecessor districts) will have the option to participate in the District's health plan at their own expense to age sixty-five (65). In addition, the District will contribute four hundred dollars ($400.00) a year for five (5) years toward the cost of health and welfare benefits for such unit members (retirees 55 years and older with 15 years of District service) who retire during the time of this agreement.

10.3 Service Recognition (Longevity)

In addition to the unit employee's regular salary, upon completion of nine (9) years, fourteen (14) years, nineteen (19) years, twenty-four (24) years, twenty-nine (29) years and thirty-four (34) years of employment with the District, the unit employee shall receive a per monthly longevity increment as described in Appendix B. Service recognition payments shall be prorated according to percentage of employment.

10.4 The District will maintain the Professional Growth Program in effect. Credit toward Professional Growth increments will be allowed for study related to the unit employee's service with the District.

10.4.1 The Executive Board of CSEA Chapter 126 shall appoint up to seven (7) members for participation as representatives on the District Professional Growth Committee as contained in Appendix C (provided for informational purposes only).

10.5 Attendance Incentive Plan

The District agrees to implement an attendance incentive plan for unit employees for the life of this agreement. That plan will provide an incentive payment of $250 to each unit employee who uses 10% or less of his/her annual illness allotment, or $200 to each unit employee who uses 20% or less of his/her annual illness allotment. This Attendance Incentive Plan shall expire with the end of this Agreement, unless otherwise negotiated by the parties.

10.6 The District will maintain an IRS 125 Plan. See Definitions located in Article 23

10.7 Frequency

10.7.1 Regular Pay Day

All unit employees shall be paid twice per month payable on or before the tenth (10^{th}) and on or before the twenty-fifth (25^{th}) day of the month. If the normal pay date falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the preceding workday.

10.7.2 Overtime Pay Day

All overtime shall be paid by the tenth (10^{th}) day of the month following the month earned.

10.7.3 Special Payments

Any payroll adjustments due a unit employee as a result of working out of classification, re-computation of hours or other reasons shall be made and paid in the next payroll cycle.

10.7.4 Payroll Errors

Payroll errors shall be corrected within five (5) working days of the Payroll Department's knowledge of the error.

10.7.5 Lost Paychecks

Any paycheck that is lost after receipt shall be reported by the unit employee immediately to the payroll department who will notify the County within two (2) working days.

10.7.6 Distribution of Paychecks

Paychecks shall be distributed to unit employees on the date of issue or upon the date the District is mandated by the County to distribute such paychecks, whichever is later.

10.7.7 Promotion

Any unit employee who receives a promotion shall be placed on step two (2) of the new range and be paid accordingly, ensuring at least a five percent (5%) increase.

10.8 Mileage

Any unit employee required by his / her supervisor to use his / her vehicle on District business shall be reimbursed at the IRS rate per mile for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return the unit employee to his / her assigned site after completion of the District business. To receive reimbursement, the unit employee shall complete and submit the Mileage Reimbursement Form found on the District website under "Business Department Forms" on the "staff" tab.

ARTICLE 11: VACATION AND HOLIDAY

11.1 Holidays

Unit employees shall be entitled to such Board and legal holidays as set forth below and in the school calendar adopted each year by the Board of Trustees, provided the unit employee was in a paid status during any portion of the workday immediately preceding or the workday following the holiday.

Holidays falling within scheduled vacation periods shall not be counted against accrued vacation time. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed.

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Veteran's Day	Martin Luther King, Jr. Day
Thanksgiving (2)	Lincoln's Birthday
Christmas Eve	Washington's Birthday
Christmas Day	Memorial Day
	Juneteenth

11.2 Vacations

11.2.1 A unit employee must be employed a minimum of six (6) consecutive months to be eligible for a paid vacation, unless otherwise authorized by the Superintendent.

11.2.2 Vacations shall be earned at a rate of one (1) day of vacation for each full month worked with 10-month employees (with work years of 217 days or fewer) earning ten (10) total days per year, 11-month employees (with work years 218 to 240 days) earning eleven (11) total days per year, and 12-month employees (with work years of 241 days or more) earning twelve (12) total days per year. After three (3) years of uninterrupted service, unit employees shall earn one (1) additional day of vacation. Each year thereafter, one (1) additional day of vacation shall be earned until a maximum of twenty (20) vacation days are earned. After twenty (20) years of uninterrupted service, unit employees shall earn an additional two (2) days of vacation up to a maximum of twenty-three (23) days.

11.2.3 Unit employees shall receive by November of each year a report indicating both the amount of the employee's accrued vacation and accrued illness leave on the books, plus the employee's current year allotment for both vacation and illness leaves. Unit employees are to take vacations during the

year in which the vacation is earned, except that unit employees may carry over up to one half (1/2) their annual earned vacation in addition to that earned during the current fiscal year, for a maximum carry over of eleven (11) days of vacation. Any vacation in excess of this amount not taken in accordance with this provision shall be paid off at the end of each fiscal year.

Any unit member who has more than eleven (11) vacation days as of June 30, 2016 shall be permitted to maintain their accrued vacation days. Beginning in fiscal year 2016-2017 these unit members shall not carry over any additional vacations days and shall be paid for any unused vacation days from the current year allotment, subject to the parameters described in section 11.2.4 plus full pay out for one-fifth (1/5) of the vacation days carried over into the 2016-17 fiscal year until such time as their accrued vacation balance falls within the maximum carry over allotment of eleven (11) days.

11.2.4 Unit members must submit their vacation requests at least 2 weeks in advance of the usage date. Vacations shall be taken only at times approved by the immediate supervisor. Unit members shall first schedule and utilize their annual allotment of vacation days at times that minimize impact on District operations. Unit members whose jobs focus on direct work with student shall limit their vacation usage to non-student days to the maximum extent practicable. Should a unit member choose not to schedule vacation days accrued in excess of their annual allotment for usage, they shall be paid for unused vacation in excess of the 11-day carryover cap. This payout will be issued on the last pay-warrant of the fiscal year.

11.2.5 Vacation requests shall be granted on a first-come first-served basis. If there is any conflict between unit employees working the same assignment who have made concurrent vacation requests, the employee with the greatest bargaining unit seniority shall be given his / her preference.

11.2.6 If a unit employee is about to resign, retire, or be laid off without fault, and has earned vacation time to his / her credit, he / she shall be paid for such vacation effective on the date of resignation, retirement or layoff. If a unit employee terminates after having been paid for more vacation leave than earned, reimbursement to the District shall be required.

11.2.7 Permanent part-time unit employees are entitled to vacation leave on a prorated basis.

11.2.8 A unit employee shall be permitted to interrupt or terminate a vacation leave in order to begin another type of paid leave under the processes and requirements provided in this Agreement without a return to active service,

provided the employee supplies prior notice and supporting information regarding the basis for such interruption or termination.

ARTICLE 12: SAVINGS / SEVERABILITY

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, or by the Public Employee Relations Board (PERB) where no appeal is sought by either party, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

12.1 Replacement for Severed Provisions

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within sixty (60) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 13: CONCERTED ACTIVITIES

13.1 During the term of this Agreement and pending the completion of the negotiations process, including mediation and fact finding, as set forth in The Educational Employment Relations Act (EERA), California Government Code Sections 3540, et. seq., the parties agree as follows:

13.1.1 There shall be no strike, work stoppage, slow down, or other interference with the operations of the District by CSEA or by its officers, agents, or unit employees during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

13.1.2 CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit employees to do so. In the event of a strike, work stoppage, slow down, or other interference with the operations of the District during working hours by unit employees who are represented by CSEA, CSEA and its officers agree in good faith to take all necessary steps to cause those unit employees to cease such action.

13.1.3 Violation of Article

It is agreed and understood that if, during the life of this Agreement, any unit employee violates this Article, he / she may be subject to discipline up to and including immediate termination by the District. It is understood that in the event this Article is violated the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement, in District policy, or by Education Code from any unit employee and / or the CSEA.

13.1.4 The District agrees that it shall endeavor in good faith to keep the schools open and operating in compliance with its responsibility to the students unless the safety or health or welfare of students or employees would dictate the contrary.

13.1.5 During the term of this Agreement the District agrees not to engage in any lockout of employees covered by this Agreement.

13.2 Nothing in this Article shall be deemed as admission or an Agreement by either party to the rights of the other to engage in any activity prohibited herein upon completion of the negotiation process set forth in the EERA.

ARTICLE 14: NEGOTIATION PROCEDURES

14.1 Whenever joint bulletins or press releases are deemed necessary, they will be produced with / by mutual consent and construction. This does not preclude CSEA from providing negotiations updates to its members as required after every session via the internal 610 policy.

14.2 CSEA may have six (6) permanent negotiators and the Field Representative. All members are permanent and will attend all meetings unless an emergency or illness occurs. There will be no substitutions, unless the substitute permanently replaces one of the negotiators.

14.3 Consultants, identified for the purposes of this Article only, as outside, professional advisors, will be allowed on an "as needed" basis. Mutual consent is not required.

14.4 Unit employee(s) or staff member(s) who are not on the team may be invited on a topic basis and excused after action or tabling of the topic. Mutual consent is not required unless release time is requested.

14.5 Negotiations will be called between CSEA and the District with mutually agreed upon frequency and site, taking into consideration that our goal is to complete negotiations to comply with budget deadlines.

14.6 The meetings will be closed to the public.

14.7 Upon written request from CSEA the District will provide the CSEA with two (2) copies of any prepared public documents and / or payroll records requested for purposes of negotiations at no cost. One copy shall be provided to the Chapter President and one to the Labor Relations Representative; however, to the extent that any requested documents contain confidential information protected by individual privacy rights, such documents shall not be produced without a written authorization by the individual to release those documents.

14.8 On or about February 1 of any successive year, the party wishing to modify or amend the Agreement to the extent authorized in the Duration Article, shall submit in writing to the other party its request to do so, accompanied by its initial proposals for a successor Agreement. The District and CSEA understand, missing the February deadline does not waive our right to bargain.

14.9 Meeting and negotiating in connection with such proposals as well as appropriate counterproposals shall commence no later than March 15 of any successive year.

ARTICLE 15: DISCIPLINE

Discipline of unit employees shall be imposed pursuant to the Rules and Regulations of the District's Personnel Commission and the California Education Code.

Statement of Progressive Discipline Policy – The Manhattan Beach Unified School District Personnel Commission

It is declared the policy and practice of the Manhattan Beach Unified School District (the "District") and the Manhattan Beach Unified School District Personnel Commission (the "Personnel Commission") to support the concept of progressive discipline: this means that the discipline shall be consistent with the degree of poor performance or unacceptable behavior under the circumstances. The existence of forms of discipline short of termination in no way limits the District's authority to accelerate discipline for more serious offenses or when the particular circumstances demonstrate conduct that cannot be condoned or for repeated conduct, behavior or performance.

Except as provided below, normal progressive discipline includes:

A. Oral warning/counseling;
B. Written warning/reprimand;
C. Suspension;
D. Termination.

Notwithstanding the foregoing, depending on the seriousness of the employee misconduct or failure adequately to perform to the District's expectations, initial oral or written warnings may be inappropriate and more serious discipline up to and including discharge may be appropriate even for a first offense. The appropriateness of and initial oral or written warning or of a suspension will depend not only on the nature of the specific misconduct or failure of the employee, but also on the specific individualized circumstances surrounding that failure or misconduct.

Any disciplinary action that occurred more than twenty-four (24) months ago may not be used as the basis for increasing discipline for a subsequent incident. Information regarding incidents of prior discipline more than twenty-four (24) months ago, may, however, be considered in determining an employee's notice, knowledge and/or understanding of District rules, requirements, and expectations.

Employees who contend that they have not engaged in the misconduct or failure that is the grounds for discipline, or who contend that the District did not provide notice of its expectations to the employee for the performance or conduct in question prior to initiating the discipline may appeal the District's disciplinary action to the Personnel Commission pursuant to Personnel Commission Rule Article XV and as provided for in the Education Code.

Approved by Personnel Commission on 02.04.2014

ARTICLE 16: RESTRUCTURING

The District and CSEA agree that should the District decide to restructure the District's classified service, (i.e. implement comprehensive alterations in the job duties, reporting relationships and staffing patterns of the District's classified service), the District will first provide notice of such a restructuring to CSEA and a reasonable opportunity for CSEA to provide input to the District prior to any such restructuring of the District's classified service. Any such notice and opportunity to provide input shall be provided to CSEA in writing no less than 45 days prior to any implementation of restructuring.

ARTICLE 17: ANTI-DISCRIMINATION POLICY

17.1 The Manhattan Beach Unified School District recognizes that all employees have the right to work in a discrimination-free environment. In recognition of this right, the Manhattan Beach Unified School District has adopted a policy prohibiting discrimination or harassment in the workplace because of race, color, religious creed, ancestry, national origin, gender, sexual orientation, age (over 40 years), marital status, medical condition (cancer-related) or physical or mental disability. By this policy, the Manhattan Beach Unified School District expresses its strong disapproval of and prohibits any discriminatory or harassing conduct on the part of any employee, including, but not limited to, remarks, jokes or slurs that refer to an individual's race or ethnic background, religion, physical or mental disability, medical condition, marital status, sex or age.

17.2 The Manhattan Beach Unified School District encourages employees to report complaints of discrimination or harassment, without fear of retaliation. Employees wishing to complain about discrimination or harassment should contact their immediate supervisor. If they are dissatisfied with the action taken by their immediate supervisor, or if their immediate supervisor is the discriminating or harassing individual, employees should contact the following person:

Human Resources Administrator
Manhattan Beach Unified School District
325 So. Peck Ave.
Manhattan Beach, CA 90266
310/318-7345

17.3 Subordinates of the Human Resources Administrator complaining of discrimination or harassment should contact the Superintendent at the same address and telephone number.

17.4 It is the intent of the District and the California School Employees Association that all Manhattan Beach Unified School District employees be treated with respect and treat other employees, students and community members with respect in accordance with the Manhattan Beach Unified School District Board of Education policy on Community Relations.

An employee claiming a violation of board policy shall have the right to initiate the complaint process as described in Board Policy 1312.1 and Administrative Regulations 1312.1 and 4344 without retribution.

ARTICLE 18: CONTRACTING AND SUBCONTRACTING OF BARGAINING UNIT WORK

18.1 The District shall comply with the Education Code and all other applicable laws if and when it contracts or subcontracts for the performance of services that would otherwise be performed by CSEA unit employees.

18.2 The District agrees that during the life of this Agreement, prior to contracting or subcontracting out CSEA unit work which would result in a layoff or reduction in hours for any current unit employee, it shall first provide CSEA with written notice and an opportunity to meet and negotiate with respect to that decision. Said notice shall be provided at least 45 calendar days prior to any attempt by the District to contract out that work. Any and all negotiations, mediation and fact-finding regarding such a decision shall be completed, or deemed completed, within 45 days of transmission of the above-described written notice by the District to CSEA

18.3 The limitations upon and allowances set forth above for contracting out shall not be used to require the District to hire additional employees or increase current employee hours or to otherwise limit the District's rights to contract out. The District's contracting out practice shall not be subject to the Grievance and Arbitration provisions of this Agreement, unless: (1) the grievant is alleging that the contracting out has directly resulted in a layoff or reduction in hours; or (2) the Association is alleging that the District failed to provide the notice required above.

ARTICLE 19: UNIT EMPLOYEE EXPENSE AND MATRIALS

19.1 Tools

The District agrees to provide all tools, equipment, and supplies reasonably necessary to unit employees for performance of employment duties. The District shall not be responsible for the replacement of personal tools and equipment.

19.2 Safety Equipment

Should the unit employee be required by the District or by law to use any equipment or gear (other than shoes or personal clothing) to ensure the safety of the unit employee or others, the District agrees to furnish such equipment or gear.

19.3 Clothing Apparel

In the event that the District requires employees to wear specific apparel such as shirts, hats, aprons, or uniforms, the District shall either provide the apparel or provide funding to purchase said item and will pay for the replacement of the required apparel as needed and at no cost to the employee.

ARTICLE 20: LAYOFF AND REEMPLOYMENT

20.1 Reason for Layoff

Individuals may be laid off only for lack of work or lack of funds.

20.1.1 Layoff refers to a unit employee's loss of assignment or work hours due to reduction or elimination of positions, or to reduction of a position's assigned hours or work year.

20.2 Notice of Layoff

20.2.1 Upon the decision of the District to layoff unit employee(s) in the classified service of the District, the District shall provide advance notice to CSEA. Written notice of layoff shall be sent by registered or certified mail, or delivered in person to the affected employee(s) by the Human Resources administrator or a designee.

20.2.2 The District shall send written notice of layoff to the affected unit employee(s) not less than sixty (60) days prior to the effective date of layoff, informing the employee(s) of his / her displacement rights, if any, and re-employment rights. Any notice of layoff shall specify the reason for layoff and identify by name and classification the employee(s) designated for layoff.

20.2.3 Following notice of the layoff as provided herein, the District shall upon request provide CSEA with a list of positions affected by the layoff, their current occupants, seniority lists for the affected positions, and copies of all layoff notices served on unit members.

20.3 Order of Layoff

20.3.1 Substitute, Limited Term, Provisional, and Restricted Classified employees shall first be laid off if any regular unit employee holding the same or similar classification as the substitute, limited term, provisional or restricted classified employee(s) is laid off.

20.3.2 The order of layoff of unit employees within the classification shall be determined by length of service. The employee, who has been employed the shortest time in the class, including time in higher classifications, shall be laid off first. Bumping rights of unit employee(s) shall apply after determination of seniority.

20.3.3 In the case of two or more unit employees having the same length of service as defined in 20.3.2, the order of layoff of such employees shall be determined by a lottery. Affected employees and a CSEA representative

shall be invited to attend any lottery that is conducted and shall be given reasonable notice thereof.

20.3.4 Nothing contained in this Section shall preclude the Board of Trustees or Personnel Commission from granting seniority credit for the time spent on military leave of absence, unpaid illness leave, unpaid maternity leave, unpaid family care leave, or unpaid industrial accident leave.

20.3.5 Seniority shall not be interpreted to mean any service performed prior to entering into probationary or permanent status in the classified service of the District.

20.3.6 A unit employee subject to layoff may bump into any equal or lower classification in which the employee has greater seniority than an incumbent and has attained permanency.

20.4 Demotion or Retirement in Lieu of Layoff

20.4.1 A unit employee may, in lieu of layoff, if qualified and subject to the provisions of this Section, elect to be demoted to a lower job classification. In the alternative, in the event of a layoff, the District may elect, in lieu of full layoff, to offer voluntary reductions in assigned time to unit employees within an affected job classification.

20.4.2 To be considered for demotion in lieu of layoff, which demotion would result in the displacement of a unit employee with a more junior hire date subject to the provisions of this Article, the unit employee shall be required to notify the Human Resources department in writing of such election no later than ten (10) work days after receiving notice of layoff.

20.4.3 A unit employee displaced under Section 20.4.1 of this Article shall be subject to layoff according to the provisions of this Article.

20.4.4 A unit employee who elects demotion or retirement in lieu of layoff, or who elects and receives a reduction in assigned time in lieu of full layoff, shall be placed on the thirty-nine (39) month re-employment list and shall be eligible for that period, and an additional 24 months, to return to a position formerly held when a vacancy occurs or to his/her former assigned time, as appropriate, in the order of his/her seniority as any other employee on such list.

20.4.5 For employee(s) who elect demotion or voluntary reduction in assignment in lieu of layoff shall have their reemployment rights extended for an additional twenty-four (24) months, the same fitness test under which they qualified for appointment to the classification shall still apply.

20.5 Re-employment Procedures

20.5.1 A unit employee who is laid off shall be placed on a thirty-nine (39) month re-employment list. The employee shall be required to maintain his/her current address on file with the Human Resources department.

20.5.2 If during a unit employee's eligibility period for re-employment, a classification of a laid off unit employee(s) becomes vacant, the Human Resources administrator or designee shall send written notice by personal service, or registered or certified mail to the last known address of such unit employee(s) offering re-employment in order of service.

20.5.3 A unit employee, who receives such notice of re-employment and refuses to accept in writing the offer of re-employment in the classification held at the time of layoff within ten (10) working days shall be deemed to have rejected that offer of re-employment. Failure to reply within ten (10) working days will be considered a refusal. After a unit employee has declined two (2) such offers in the classification held at the time of layoff, he/she by such action relinquishes all re-employment rights with the District.

20.5.4 If the unit employee in a layoff status accepts the classification being offered, the unit employee shall have up to ten (10) working days from the date of acceptance to report for work. This does not preclude a unit employee from returning to work in fewer than ten (10) working days after acceptance of such an offer. Should the unit employee fail to return to work within ten (10) working days following acceptance, all re-employment rights are relinquished.

20.5.5 A unit employee re-employed off a 39-month re-employment list after being laid off shall receive fully restored seniority and permanent status, except that service credit and benefits shall not accrue during the period of layoff.

20.5.6 Probationary employees who are laid off shall be returned to their former rank on the original eligibility list from which they were assigned with only such status as their position on the eligibility list gives them. Upon reappointment they shall be given credit for the position of the probationary period served before layoff.

20.6 Effects Bargaining

CSEA has the right to negotiate the effects of any classified layoff.

ARTICLE 21: SAFETY

21.1 District Compliance

The District shall conform to and comply with all applicable health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal law.

21.1.1 Unit employees who engage in asbestos repair work or abatement shall be trained in accordance with OSHA and EPA guidelines.

21.2 No unit employee shall be in any way discriminated against as a result of reporting any condition they reasonably believe to be a violation of this Article.

21.3 The District shall establish a safety committee. CSEA shall be entitled to appoint at least two representatives to the safety committee. CSEA shall be entitled to the same number of representatives as any other bargaining unit. The committee shall make recommendations to the District concerning improvements in health, safety, and sanitation.

ARTICLE 22: TRAINING

22.1 Inservice Training Program

The District will provide a program of inservice training for unit employees designed to maintain a high standard of performance and to increase the skills of unit employees.

A joint professional development committee shall be established comprised of not more than three (3) unit representatives and not more than three (3) District representatives. This committee shall meet on a periodic basis, no less than once per year, by November 1st, to provide recommendations to the District and Association on professional development needs to be offered to Classified unit members.

22.2 Inservice Training Time

Inservice training shall take place during regular working hours at no loss of pay or benefits to unit employees.

22.3 Reimbursement for Tuition

The District shall reimburse unit employees for the tuition costs of any and all preapproved training programs approved.

ARTICLE 23: DEFINITIONS

Anniversary Date – The first day of probationary status. Seniority, longevity, and earned salary increments are determined by the anniversary date.

Appeal – A request for review by an employee relative to an administrative decision detrimental to the employee.

Bumping Rights – The right of an employee, under certain conditions, to displace another employee with less seniority in the class.

Confidential Employee – Any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Consultant – An expert contracted by the District for specific term projects. Such persons are excluded from the unit, and perform duties that are not routinely performed by bargaining unit employees.

Lead Person – An employee of the bargaining unit whose designated responsibilities include directing the work of other bargaining unit employees under the direction of a Supervisor or Manager.

Limited Term – Employment by the District of individuals certified in accordance with their position on an employment list for periods not to exceed six months or as a substitute for the period of time of the authorized absence of a permanent employee. Limited term employees are excluded from the bargaining unit.

Management Employee – Any employee in a position having significant responsibilities for formulating District policies or administering District programs. Management positions are excluded from the bargaining unit.

Part-Time Employee / Position – An employee / position whose / which assigned time is less than eight (8) hours per day or forty (40) hours per week.

Permanent Employee – An employee who is lawfully retained in a position after completion of an initial probationary period of six (6) months or one hundred thirty (130) working days of paid regular service, whichever is longer.

Provisional Employee – An employee holding a position under temporary authorization not to exceed ninety (90) days, through the absence of an appropriate eligibility list.

Reader – An employee hired on an intermittent basis, to read and grade reports and essays of students, outside District property. Readers are excluded from the bargaining unit.

Section 125 Plan – A Section 125 plan is part of the IRS code that enables and allows employees to take taxable benefits, such as a cash salary, and convert them into nontaxable benefits. These benefits may be deducted from an employee's paycheck before taxes are paid.

Special Assignment – A special assignment will be in the general scope of the unit member's job classification.

Substitute Employee – An employee temporarily serving in a position during the absence of the person regularly assigned, i.e., provisional, limited term or permanent employee working out of classification.

Supervisory Employee – An employee, regardless of job description, having authority in the interest of the District to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such action, if, in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. Supervisory employees shall not be members of the teachers' certificated bargaining unit or of the CSEA unit.

Supervisory Employee of a Certified Occupational Therapy Assistant (COTA) – As required by the California Code of Regulations (CCR); California Board of Occupation Therapy Regulations Tittle 16, Division 39, Article 9 Supervision Standards, sections 4180 through 4187, a Certified Occupation Therapy Assistant must be supervised by a California Licensed Occupation Therapist through weekly review of all aspects of Occupation Therapy services (4181 (a)(1), including documentation for the supervision (4181 (a)(2). The supervision process is aimed at ensuring the safe and effective delivery of occupational therapy services and fostering professional competence and development. "Except as required by code and described above, the Licensed Occupational Therapist shall not have authority to hire, transfer, suspend layoff, recall, promote, discharge, assign, reward, or discipline the COTA, or the responsibility to assign work to and direct the COTA, or to adjust their grievances. However, should the Occupational Therapist have concerns regarding the COTA's professional competence or ability to safely and effectively deliver occupational therapy services, the Occupational Therapist shall have the responsibility to share such concerns with the COTA's evaluator, and such information may be used by the evaluator in the determination of subsequent evaluations and employment actions."

ARTICLE 24: COMPLETION OF MEET AND NEGOTIATION

24.1 The District and CSEA agree that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and supersedes all previous agreements or supplements thereto covering said matters. The parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. Except as provided in Article 16, Term, the parties agree that, during the term of the Agreement, neither the District nor CSEA will be required to meet and negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge of contemplation of either or both the District or CSEA at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn. The District is not bound by any past practices of the District or understanding with any employee, organization, or council, unless such past practices or understandings are specifically stated in this Agreement.

24.2 This Agreement may be modified by mutual written agreement if the parties both voluntarily decide to discuss a subject matter and reach agreement for modification. Notwithstanding the foregoing, absent language in the Agreement authorizing District action or a subsequent agreement reached through mutually consensual negotiations, no action shall be taken by the District on a subject not raised in negotiations or addressed in the Agreement.

ARTICLE 25: TERM

This Agreement shall be in force and effect from the date of ratification by CSEA and approval by the Board of Trustees (whichever is later) and shall remain in effect through June 30, 2025. The terms and conditions of this Agreement shall remain in effect until a new agreement has been negotiated and ratified by the parties or otherwise implemented in accordance with law. The District and CSEA may reopen negotiations during the 2023-24 and 2024-25 school years on salary, and health and welfare benefits with up to one additional contract article per party per year if notice is given in writing no later than March 1, 2023.

APPENDIX A
BARGAINING UNIT POSITIONS
INTERNAL CLASSIFICATION RELATIONSHIP CHART

Effective July 17, 2025

Administrative Support & Related Classes	Range
Human Resources Technician	31
Executive Assistant Non-Confidential	29
Department Administrative Assistant	26
Benefits Technician	25
School Administrative Assistant – High School	24
School Administrative Assistant – Middle School	23
Administrative Support Assistant – High School	22
Registrar	22
School Administrative Assistant – Elementary	22
School Office Manager	22
Office Specialist	20
Attendance Assistant	19
Health Services Assistant	18
Clerical Assistant	17
Reprographics Services Technician	15

Professional Administrative & Related Classes	Range
Systems Administrator	45
Senior Accountant	39
Accountant	36
ASB Accounting Technician	35
Purchasing Coordinator	35
IT Support Technician	32
Payroll Technician	31
Accounting Technician	26
Theater Technician	24
Help Desk Assistant	21

Instructional Support & Related Classes	Range
Occupational Therapist	52
Physical Therapist	50
Certified Occupational Therapy Assistant (COTA)	35
Educational Sign Language Interpreter	34
Speech / Language Pathology Assistant	32
Athletic Trainer	30
Licensed Vocational Nurse	28
Choral Music Accompanist	24
Instructional Assistant, Instrumental Music	24

Instructional Support & Related Classes	Range
Makerspace Program Technician	19
Instructional Assistant, Intensive Behavioral Intervention	17
Instructional Assistant, Sign Language	17
Library Resources Specialist	16
Instructional Assistant, Health & Student Care	15
Instructional Assistant, Special Education	12
Instructional Assistant	11
Instructional Assistant, Computer Science	11
Instructional Assistant, Physical Education	11
Instructional Assistant, Science Lab	11

Preschool & EDP	Range
Instructional Assistant, EDP	11
Instructional Assistant, Preschool	11
Site Lead – EDP	Site Lead Salary Schedule
Site Lead – Preschool	Site Lead Salary Schedule
Teacher – EDP	EDP/Preschool Teacher Salary Schedule
Teacher – Preschool	EDP/Preschool Teacher Salary Schedule

Building Trades and Related Classes	Range
Building Trades Technician	30
Building Trades Specialist	28
Building Maintenance Worker	20

Operations & Related Classes	Range
Campus Security Lead	28
Lead Custodian	25
Lead Grounds Maintenance Worker	23
Swimming Pool Technician	20
Day Custodian	19
Grounds Maintenance Worker	19
Custodian	17
Campus Security Assistant	14

Transportation & Stores Classes	Range
Mechanic	30
Food & Nutrition / Warehouse Driver	21

Food Services & Related Classes	Range
Food & Nutrition Cook	18
Lead Food & Nutrition Assistant	15
Food Service Assistant II	11
Food & Nutrition Assistant	10

APPENDIX B
MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
CLASSIFIED UNIT EMPLOYEES
SALARY SCHEDULE

APPENDIX C

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT Board Policy 4231.5
Classified

Professional Development Incentive Program

Purposes

The Professional Development Incentive Program has been planned for the purpose of providing an incentive to Classified employees to become more knowledgeable in their vocations, more proficient in their technical skills and more capable in their service to the students and teachers of Manhattan Beach Unified Schools and to the community of Manhattan Beach.

Professional Development Incentive Committee

Membership

Membership of the Professional Development Incentive Committee shall consist of the Human Resources Administrator and up to seven (7) classified employees appointed by the Executive Board of CSEA.

Duties and Functions

It shall be the duty of the Committee to:

1. Evaluate and make recommendations concerning policies and procedures to implement the program.
2. Establish a meeting schedule on an **as needed** basis.
3. Establish criteria to qualify educational activities.
4. Place unit values on all Professional Development activities.
5. Review the Professional Development Incentive Program policy and make recommendations for revision as necessary.
6. Review applications for Professional Development increments and make recommendations to the Superintendent for Board approval.

The Human Resources Administrator will act as facilitator.

Professional Development Increment Plan

An annual increment for professional improvement in the amount of $200 may be granted a classified employee for every 20 growth points earned. Such increment may be included in a salary, payable in November of the fiscal year following the earning of the 20 growth points and continuing each year thereafter. Completed forms shall be submitted quarterly, but no later than September 30, December 31, March 31, and June 30. An employee can earn no more than one professional development increment **every two years, with a maximum of five increments.** Each increment would be superimposed on the previous amount.

An employee involved in the Professional Development Incentive Program may carry over the acquired points if there is a change in job classification.

Initial entry-level requirements, which are conditions for employment and are obtained after employment, are not eligible for credit. No credits will be given for any professional development activities prior to the employee's beginning date of employment.

All permanent employees shall receive the full amount of the incentive, including those working on a ten-month or eleven-month basis.

Professional Development Incentives are paid as indicated herein based on the Committee's approval and verification of completion of increment points. Employee shall indicate their pay preference, which shall be either lump sum paid in November, or included in monthly salary paid within 45 days of the Committee's approval and verification of increment points. The recipient must be actively employed as of the date the incentive is given to be eligible.

There are two ways to qualify for a Professional Development Incentive increment.

1. Twenty (20) points may be earned by completing with a grade of "C" or better academic courses relating to the area of the employee's job and/or toward attaining a degree

   OR

   Twenty (20) points may be awarded by the completion of continuing education courses (adult education, trade schools).

2. Twenty (20) points may be earned by completing with a grade of "C" or better ninety (90) hours, six (6) semester or nine (9) quarter units of a formal training program (adult education classes, trade school classes or college-level academic courses) relating to the area of the employee's job and/or toward attaining a degree (related to the area of assignment), and a combination of the following:

   a. Workshops, lectures, seminars, institutes, in-service training related to the current or potential assignment, approved by the Committee.
   b. Attendance and/or participation in conferences related to area of assignment and approved by the supervisor.

Responsibility of the Employee

It shall be the responsibility of the employee, when applying for an increment, to obtain and submit the following forms to the Human Resources Administrator:

A. Statement of Intent
B. Academic Form and/or transcripts as requested
C. Special Activity/Verification of Attendance Form
D. Application

It will be to the benefit of the employee to file the Statement of Intent as early as possible. This form shows the tentative program plan, and **advance approval should be obtained to assure acceptability of the courses and activities outlined.** All Professional Development Incentive

candidates taking accredited school courses and/or training must obtain a passing grade verified by an official transcript.

SCHEDULE FOR PROFESSIONAL DEVELOPMENT INCREMENT CREDITS

Courses & Activities	Increment Points	Stipulations
College, Jr. College, Trade School	Two points each semester unit (quarter credits convertible to semester units).*	A maximum of 20 points with a passing grade of "C" or above verified by transcript.
Online Courses	One point each semester unit	
Adult Education, Continuing Education (High School courses, etc.)	One-Half point each 4 hours	A minimum of 6 points when combined with other activities.
Workshops	One-Half point each 4 hours	Maximum of 4 points per increment.
Acting as Leader and/or Consultant in Job-Related Workshops, Seminars, etc.	One point each 4 hours (including preparation, participation & follow-up activities).	Maximum of 4 points per increment
Institutes, Lectures, Seminars	One-half point each 4 hours of programmed attendance	Maximum of 6 points per increment.
Job Related Conference	One-half point each 4 hours	Maximum of 3 points each, per increment (3 per convention). Credit is not given unless employee pays all expenses and attends on own time.
Individual Project to Improve Efficiency and/or Quality of Departmental Operation.	One point per project	Maximum of 2 points per increment.
District-Sponsored In-Service Training Program	One-half point for 4 hours of programmed attendance	Maximum of 2 points per increment. Points allowed for attendance on District time if approved by Superintendent.

ALL FORMS ARE AVAILABLE IN THE HUMAN RESOURCES OFFICE.

No Credit Given If Fees Are Paid By The District or Attended On District Time.

*To convert from quarter units to semester units, multiply by 2, divide by 3.

FORM A

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

PROFESSIONAL DEVELOPMENT INCENTIVE PROGRAM

STATEMENT OF INTENT

Name _____School/Site _____

1st Increment ❑ 2nd Increment ❑ 3rd Increment ❑ 4th Increment ❑ 5th Increment ❑

I am employed as of _____, 20__, and wish to enter the Professional Development Incentive Program of the Manhattan Beach Unified School District for Classified personnel.

Tentative Program Plan

Give general description of courses or activities to be undertaken in each category. Obtain advance approval from (1) your supervisor and (2) Assistant Superintendent of Human Resources. Plan may be adjusted or changed at any time.

1. COLLEGE COURSES, TRADE SCHOOLS, ETC.
2. ADULT EDUCATION COURSES, HIGH SCHOOLS, ETC.
3. EDUCATIONAL ACTIVITIES, SPECIAL PROGRAMS, WORKSHOPS, CONFERENCES, ETC.

_____ _____

Participant's Signature School/Site

_____ _____

(1) Supervisor's Signature (2) Human Resources (Committee Facilitator)

Date: _____

(3 copies: Participant, Supervisor, Committee-Human Resources)

APPENDIX D

APPENDIX B
MANHATTAN BEACH UNIFIED SCHOOL DISTRICT
CLASSIFIED UNIT EMPLOYEES
SALARY SCHEDULE

APPENDIX C

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT Board Policy 4231.5
Classified

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Professional Development Incentive Committee

Membership

Membership of the Professional Development Incentive Committee shall consist of the Human Resources Administrator and up to seven (7) classified employees appointed by the Executive Board of CSEA.

Duties and Functions

It shall be the duty of the Committee to:

1. Evaluate and make recommendations concerning policies and procedures to implement the program.
2. Establish a meeting schedule on an **as needed** basis.
3. Establish criteria to qualify educational activities.
4. Place unit values on all Professional Development activities.
5. Review the Professional Development Incentive Program policy and make recommendations for revision as necessary.
6. Review applications for Professional Development increments and make recommendations to the Superintendent for Board approval.

The Human Resources Administrator will act as facilitator.

Professional Development Increment Plan

An annual increment for professional improvement in the amount of $200 may be granted a classified employee for every 20 growth points earned. Such increment may be included in a salary, payable in November of the fiscal year following the earning of the 20 growth points and continuing each year thereafter. Completed forms shall be submitted quarterly, but no later than September 30, December 31, March 31, and June 30. An employee can earn no more than one professional development increment **every two years, with a maximum of five increments.** Each increment would be superimposed on the previous amount.

An employee involved in the Professional Development Incentive Program may carry over the acquired points if there is a change in job classification.

Initial entry-level requirements, which are conditions for employment and are obtained after employment, are not eligible for credit. No credits will be given for any professional development activities prior to the employee's beginning date of employment.

All permanent employees shall receive the full amount of the incentive, including those working on a ten-month or eleven-month basis.

Professional Development Incentives are paid as indicated herein based on the Committee's approval and verification of completion of increment points. Employee shall indicate their pay preference, which shall be either lump sum paid in November, or included in monthly salary paid within 45 days of the Committee's approval and verification of increment points. The recipient must be actively employed as of the date the incentive is given to be eligible.

There are two ways to qualify for a Professional Development Incentive increment.

1. Twenty (20) points may be earned by completing with a grade of "C" or better academic courses relating to the area of the employee's job and/or toward attaining a degree

   OR

   Twenty (20) points may be awarded by the completion of continuing education courses (adult education, trade schools).

2. Twenty (20) points may be earned by completing with a grade of "C" or better ninety (90) hours, six (6) semester or nine (9) quarter units of a formal training program (adult education classes, trade school classes or college-level academic courses) relating to the area of the employee's job and/or toward attaining a degree (related to the area of assignment), and a combination of the following:

   a. Workshops, lectures, seminars, institutes, in-service training related to the current or potential assignment, approved by the Committee.
   b. Attendance and/or participation in conferences related to area of assignment and approved by the supervisor.

Responsibility of the Employee

It shall be the responsibility of the employee, when applying for an increment, to obtain and submit the following forms to the Human Resources Administrator:

A. Statement of Intent
B. Academic Form and/or transcripts as requested
C. Special Activity/Verification of Attendance Form
D. Application

It will be to the benefit of the employee to file the Statement of Intent as early as possible. This form shows the tentative program plan, and **advance approval should be obtained to assure acceptability of the courses and activities outlined.** All Professional Development Incentive

candidates taking accredited school courses and/or training must obtain a passing grade verified by an official transcript.

SCHEDULE FOR PROFESSIONAL DEVELOPMENT INCREMENT CREDITS

Courses & Activities	Increment Points	Stipulations
College, Jr. College, Trade School	Two points each semester unit (quarter credits convertible to semester units).*	A maximum of 20 points with a passing grade of "C" or above verified by transcript.
Online Courses	One point each semester unit	
Adult Education, Continuing Education (High School courses, etc.)	One-Half point each 4 hours	A minimum of 6 points when combined with other activities.
Workshops	One-Half point each 4 hours	Maximum of 4 points per increment.
Acting as Leader and/or Consultant in Job-Related Workshops, Seminars, etc.	One point each 4 hours (including preparation, participation & follow-up activities).	Maximum of 4 points per increment
Institutes, Lectures, Seminars	One-half point each 4 hours of programmed attendance	Maximum of 6 points per increment.
Job Related Conference	One-half point each 4 hours	Maximum of 3 points each, per increment (3 per convention). Credit is not given unless employee pays all expenses and attends on own time.
Individual Project to Improve Efficiency and/or Quality of Departmental Operation.	One point per project	Maximum of 2 points per increment.
District-Sponsored In-Service Training Program	One-half point for 4 hours of programmed attendance	Maximum of 2 points per increment. Points allowed for attendance on District time if approved by Superintendent.

ALL FORMS ARE AVAILABLE IN THE HUMAN RESOURCES OFFICE.

No Credit Given If Fees Are Paid By The District or Attended On District Time.

*To convert from quarter units to semester units, multiply by 2, divide by 3.

FORM A

MANHATTAN BEACH UNIFIED SCHOOL DISTRICT

PROFESSIONAL DEVELOPMENT INCENTIVE PROGRAM

STATEMENT OF INTENT

Name _____School/Site _____

1st Increment ❑ 2nd Increment ❑ 3rd Increment ❑ 4th Increment ❑ 5th Increment ❑

I am employed as of _____, 20__, and wish to enter the Professional Development Incentive Program of the Manhattan Beach Unified School District for Classified personnel.

Tentative Program Plan

Give general description of courses or activities to be undertaken in each category. Obtain advance approval from (1) your supervisor and (2) Assistant Superintendent of Human Resources. Plan may be adjusted or changed at any time.

1. COLLEGE COURSES, TRADE SCHOOLS, ETC.
2. ADULT EDUCATION COURSES, HIGH SCHOOLS, ETC.
3. EDUCATIONAL ACTIVITIES, SPECIAL PROGRAMS, WORKSHOPS, CONFERENCES, ETC.

_____ _____

Participant's Signature School/Site

_____ _____

(1) Supervisor's Signature (2) Human Resources (Committee Facilitator)

Date: _____

(3 copies: Participant, Supervisor, Committee-Human Resources)

APPENDIX D