

Collective Bargaining Agreement Between

Meniffee Union School District

And

Meniffee Council of Classified Employees

July 1, 2024 - June 30, 2027

Approved by the Governing Board of the

Meniffee Union School District

March 11, 2025



**Collective Bargaining Agreement Between Menifee Union School District
And Menifee Council of Classified Employees.**

Dated: July 1, 2024 – June 30, 2027

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1. ARTICLE 1: PREAMBLE, PARTIES, AND DATE

This Agreement is made and entered into between the Menifee Union School District (hereinafter “District”) and Menifee Council of Classified Employees (hereinafter “MCCE”), AFT Local 6109; Union of Educators and Classified Personnel, Union of Professionals (hereinafter “Union”). This Agreement shall be effective from July 1, 2024, through June 30, 2027.

2. ARTICLE 2: RECOGNITION

- 2.1. REPRESENTATION:** Pursuant to the requirements of Government Code Section 3544.1, the District recognizes MCCE and AFT Local 6109 as the exclusive bargaining representative for all regular and restricted (as defined in Education Code § 45105) classified employees of the Menifee Union School District holding those positions described in Appendix A, attached hereto and incorporated by reference as part of this Agreement. All newly created positions with representative duties of those positions recognized herein, except those that lawfully are Management, Confidential, or Supervisory, shall be assigned to the Menifee Council of Classified Employees bargaining unit. If the Union disagrees with the District designation of Management, Confidential or Supervisory employees, the Union may challenge such designation in accordance with applicable laws and regulations of the Public Employees Relations Board.

Excluded from this unit are all positions designated Management, Confidential, Supervisory, all substitutes, temporary employees and positions exempt from the classified service.

When used hereinafter, the word "employee" shall mean employees within the unit covered hereby unless otherwise stated.

- 2.2. NEW MEMBER LETTER AND PACKETS:** The Union shall supply new member letters and packets to the Personnel Department to be offered to all new classified employees. The District will have an opportunity to review said packets prior to distribution.

3. ARTICLE 3: DISTRICT RIGHTS

- 3.1. RIGHTS AND RESPONSIBILITIES:** It is agreed that the District retains all of its power of direction, management and control to the full extent of the law. Included in these powers are the exclusive rights to (a) determine its organization; (b) direct the work of its employees; (c) determine the hours of District operations; (d) determine the kinds and levels of services to be provided,

as well as the methods and means of providing them; (e) establish its educational policies, goals and objectives; (f) ensure the rights and educational opportunities of students; (g) determine staffing patterns; (h) determine the number and types of personnel required; (i) maintain the efficiency of District operations; (j) determine District curriculum; (k) design, build, move or modify facilities; (l) establish budget procedures and determine budgetary allocation; (m) determine the methods of raising revenue; or (n) take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees. The recital in no way limits other District powers as granted by law.

3.2. LIMITATIONS: 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 conform with law.

3.3. EMERGENCY MODIFICATION: The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of the grievance procedures hereinafter described. No District rights, either in this section or otherwise, may be exercised arbitrarily, capriciously, or in retaliation for the exercise of employee rights.

4. ARTICLE 4: UNION RIGHTS

The Union shall have the following rights in addition to the rights contained in any other portion of this Agreement:

4.1. ACCESS TO PREMISES: The District agrees to grant official representatives of the Union access and the right to discuss any grievance or problem arising under the terms of this Agreement with any employee during working hours. It is agreed that there will be as little interference as possible by the Union's Business Representatives during the working hours of said employee. It is agreed that the Union President or designated representatives shall be permitted to conduct a reasonable amount of Union business during working hours without loss of pay and that the Union may use District facilities to conduct meetings when such facilities are available. The Union President or designated representative shall give the Assistant Superintendent of Personnel as much prior notice as is reasonably possible of the impending leave. Any Union released time beyond

fifteen (15) days shall be paid back to the District at the sub rate up to thirty (30) total days of leave. The Union Treasurer shall approve any leave requests beyond the fifteen (15) days, prior to the impending leave. The exercise of the rights contained in this Article are subject to reasonable regulation of the District.

4.1.1. The right to use without charge institutional bulletin boards, mail boxes and the use of the school mail system, and other District means of communication.

4.1.2. The right to reasonable use without charge of institutional facilities, equipment and buildings at reasonable times. Such use shall be required in accordance with District policies.

4.2. PUBLIC DOCUMENTS: The right to receive one (1) copy of public agendas, minutes and supporting data of the meetings of the Board of Education. One (1) copy shall be sent to the Union President.

4.3. UNION REPRESENTATIVES: The District recognizes the need and affirms the right of the Union to designate Union Representatives from among employees in the unit. The Union reserves the right to designate the number and method of selection of Union Representatives. The Union shall notify the District in writing of the names of the Union Representatives and the group they represent. If a change is made the District shall be advised in writing of such change.

4.4. UNION REPRESENTATIVE ASSISTANCE: Union Representatives shall be entitled to seek and obtain assistance from Union staff personnel at mutually agreed upon times between the employee and the immediate supervisor.

4.5. NEW HIRE EMPLOYEES: The District shall notify the Union Business Representative of any new employees and shall indicate the class for which hired and the employee's contact information.

5. ARTICLE 5 ORGANIZATIONAL SECURITY

5.1. DUES DEDUCTIONS: The District will deduct from the pay of Union members and pay to the Union the normal and regular monthly membership dues based on the current salary structure as voluntarily authorized in writing by the employee on the appropriate District form subject to the following conditions:

5.1.1. **FORMS:** Such deduction shall be made only upon submission of a form, found in Appendix F, acceptable to the District to the designated representative of the District correctly completed and signed by the employee.

5.1.2. **CHANGES:** The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period following the pay period in which the request for dues deduction was made.

5.2. **MAINTENANCE OF MEMBERSHIP:** The parties agree that unit members who are or become members of the MCCE, AFT Local 6109 are covered by this Agreement.

5.3. **HOLD HARMLESS CLAUSE:** The Union shall 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.

6. **ARTICLE 6: WAGES AND BENEFITS**

6.1. **SALARY SCHEDULES:** The salary schedules and benefits applicable to employees in the designated bargaining unit covered by this Agreement are found in Appendix B, attached hereto and incorporated herein by reference.

6.2. **COMPREHENSIVE MAJOR MEDICAL COVERAGE:** The District will offer comprehensive major medical coverage. Benefits provided are based solely upon the coverages agreed upon during negotiations. The District may explore and use other means of maintaining such benefits, and the Union agrees to participate, upon request, in committee study of cost containment measures.

6.2.1. **DENTAL COVERAGE:** The District offers Dental Plan coverage to the employee and family.

6.2.2. **BASIC LIFE INSURANCE:** The District offers life insurance on the employee only.

6.2.3. **VISION INSURANCE:** The District offers vision insurance to the employee and dependents.

6.2.4. **CHANGES IN BENEFITS:** Changes to benefits shall be subject to annual negotiation.

6.2.5. **DISTRICT CONTRIBUTION:** The District will contribute toward the cost of health and welfare benefit (Medical, Dental and Vision) as negotiated (found in Appendix G) per eligible full-time employee per benefit year. Costs that exceed the District's contribution may be covered through individual payroll deductions. The establishment of the maximum contribution does not constitute a waiver of the Union's right to negotiate increases to the District's contribution. The District shall have the right to

implement individual payroll deductions based on composite rates for the plan selected and shall be divided evenly over the benefit year.

6.3. SALARY PLACEMENT:

6.3.1. **NEW EMPLOYEES:** New employees (employees with no prior employment with this District) shall start on the entry-level step of the appropriate salary range, except as set forth below:

6.3.1.1. If a new employee has past work experience which was recent and/or similar to that for which they have been hired, they may be placed on any salary step above the entry level, at the discretion of the Assistant Superintendent of Personnel Services. The basis for placement shall include but not be limited to qualifications considerably above minimum or difficulty in recruitment for that particular position.

6.3.2. **STEP ADVANCEMENT: SALARY INCREASE:** On the first of July following completion of at least six months of employment and annually thereafter unit members are eligible to receive salary step increases.

6.3.3. **PLACEMENT AFTER LEAVE OF ABSENCE:** The employee, upon return from leave of absence shall resume their step placement; however, leave time will not be counted for step advancement purposes. The salary anniversary date shall be adjusted to reflect the duration of the leave.

6.3.4. **PLACEMENT WHEN DEMOTED:** An employee who accepts a voluntary demotion shall be placed on the step of the range of a lower classification which is closest to the rate they earned in the higher classification. They shall retain the anniversary date established in the higher classification.

6.3.5. **SUMMER SCHOOL EMPLOYMENT:** Summer school assignments, if any, and additional assignments outside of the annual regular work calendar, if any, shall be rotated among interested qualified personnel as equitably as practical. Summer school and additional long term assignments associated with a short term or ongoing instructional program shall be flown by the personnel department and offered to qualified permanent personnel before offered to employees outside the bargaining unit.

- 6.4. HOLIDAY PAY:** All employees shall be entitled to payment for an authorized holiday, provided that they were in a paid status during any portion of the workday immediately preceding or succeeding the holiday.
- 6.4.1. Employees working less than full-time shall receive holiday pay on a prorated basis at the same rate as their normal compensation.
- 6.4.2. When an employee is required to work on any authorized holiday, they shall be paid compensation in addition to their regular pay received for the holiday, at the rate of two and one-half (2½) times their regular rate of pay.
- 6.5. CAREER DEVELOPMENT:** The purpose of the program is to create an opportunity for classified employees to promote within the organization. Eligible employees who participate in the program may select one of the following options: Earn a Bachelor's degree leading to a certificate or credential that will provide an opportunity to compete for a certificated position within the district, or take coursework or specialized trade training that will provide the opportunity to compete for a higher classification and/or position within the classified field.
- 6.5.1. Staff development funds in an amount of up to eight hundred dollars (\$800.00) for each employee not to exceed eight thousand dollars (\$8,000.00) per year shall be available to bargaining unit members for reimbursement for registration with evidence of completion of coursework, and/or tuition cost for employee selected conferences, courses, and workshops related to job duties or to help an employee aspiring advancement of a position within the District, to be approved in advance by the Assistant Superintendent of Personnel Services, attended on non district paid time. Reimbursement shall be made within thirty (30) days of the District's receipt of verification of completion of the approved educational activity. Remaining funds will be used to offer professional development to bargaining unit members in areas of District need
- 6.5.2. This is a first come, first serve program as there is a yearly maximum dollar amount to be used for the sustenance of the program. The eligibility must include proof of acceptance to a University/College or Trade Program, the current performance evaluation (no unsatisfactory ratings) of the employee and the appropriateness of the course work towards growing within the organization.
- 6.5.3. The career development program will operate on a fiscal year basis (July 1 through June 30). Permanent classified employees, who work 3 hours or more daily, shall be eligible to participate in the program.

- 6.5.4. Each fiscal year, the district will place \$8,000 on a line item to support this program. This program will automatically sunset should there be a fiscal crisis in which cuts to the budget are necessary except those employees who have been pre-approved will be allowed to complete the courses they are enrolled in and receive reimbursement.
- 6.5.5. The reimbursement rate used to reimburse eligible participants will not exceed the current Per Unit Cost/Registration Fee of California State Universities. Community College fees will be approved as long as they do not exceed Cal State University per unit cost and course work is approved by the District.
- 6.5.6. Monies will be used to reimburse eligible participants for tuition costs only. Monies will not be used to reimburse for application fees, parking fees, textbook fees, fees for materials related to coursework or fees related to retaking a course.
- 6.5.7. The career development program is voluntary and time spent on courses will not be considered as time worked for the District.
- 6.5.8. Interested participants must complete the application and submit to Personnel Services.
- 6.5.9. In order to remain eligible for reimbursement, the following criteria must be continuously met:
 - 6.5.9.1. A course grade of “C” or equivalent, or higher must be attained in all course work.
 - 6.5.9.2. The participant must be currently employed by the District (three-hour employee minimum) and the most recent evaluation must include satisfactory ratings in all areas.
 - 6.5.9.3. All course work must be taken at an accredited educational institution (University Program) or at a government recognized institution (Trade Program).
- 6.5.10. Failure to meet the aforementioned conditions will result in the immediate removal of the employee’s participation in the program as well as future participation.
- 6.5.11. Reimbursement will be provided to an employee in a timely manner once the employee has shown proof of completion of the coursework by

providing an official form indicating a course grade of “C” or above and a copy of receipt of payment.

6.5.12. Any employee who receives reimbursement must remain an employee of the District for one (1) year after completion of any course for which reimbursement was made.

6.5.13. This item is a non-grievable item.

6.6. EDUCATIONAL INCENTIVES:

6.6.1. The District agrees to award educational incentives to permanent classified employees earning associates, and bachelor’s degrees, on and after July 1, 2016, in the following manner.

6.6.1.1. \$150 one-time bonus for employees receiving an associate’s degree from an institution with accreditation recognized by the U.S. Department of Education.

6.6.1.2. \$300 one-time bonus for employees receiving a bachelor’s degree from an institution with accreditation recognized by the U.S. Department of Education.

7. ARTICLE 7: HOURS OF EMPLOYMENT AND OVERTIME

7.1. WORKDAY AND WORKWEEK: The maximum number of hours of regular full-time employment of an employee is forty (40) hours a week. At the District’s discretion, employees may be required to punch in and out on a time-clock at the beginning and end of assigned work days and for lunch breaks. Employees will be notified at least ten (10) calendar days in advance of any permanent change to their schedules. The employee may request a meeting to discuss the change in schedule with their immediate supervisor and/or the Assistant Superintendent of Personnel. At that meeting the employee may have Union representation.

7.1.1. LUNCH PERIODS: An employee whose work day exceeds six (6) hours shall be provided a duty-free meal period of not less than thirty (30) minutes which is uninterrupted except in an emergency situation, as scheduled by the immediate supervisor after consulting with the employee. The duty-free meal period is not part of the regular working day. In the event of an emergency during which an employee’s duty free meal period is interrupted, the remainder of the duty free meal period will be continued at the conclusion of the emergency. All employees shall be entitled to an uninterrupted lunch period after the full-time employee has been on duty

for four (4) hours. The lunch period shall be taken as close to midway of the workday as possible.

- 7.1.2. **REST PERIODS:** All employees shall be granted rest periods, which insofar as practicable shall be in the middle of each work period. Employees will be provided one rest period of fifteen (15) minutes within each four full continuous hours of work per day, with the time of the rest period to be designated by the supervisor after consulting with the employee. The rest period shall not be used to lengthen the lunch period or shorten the work day.
- 7.1.3. **EXTRA DUTY:** Extra duty shall be granted to a permanent employee as a temporary assignment outside the employee's regularly scheduled hours to equal up to eight (8) hours daily. Extra duty shall be offered to permanent employees first, if practical, before substitute employees. Extra duty shall be granted with prior approval by the employee's immediate supervisor.
- 7.2. **OVERTIME DEFINED:** Overtime is ordered and authorized working time in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week. No one shall order or authorize overtime unless it is compensable as provided herein.
- 7.3. **AUTHORIZATION OF OVERTIME:** The authorization must be given in advance of the time worked whenever practicable. Overtime may only be ordered by supervising management.
- 7.4. **COMPENSATION FOR OVERTIME:** Overtime must be authorized by the Superintendent of Schools or designee, and **PAID OVERTIME:** A regular employee who works authorized overtime shall be paid at a rate equal to one and one-half times their regular rate of pay for the overtime worked. The rate of pay for authorized overtime on Sundays shall be paid at a rate equal to two times their regular rate of pay. Overtime shall be distributed and rotated equally among employees in the bargaining unit within each department or worksite.
- 7.5. **ON CALL DUTY DEFINED:** On-call duty time is non-scheduled working time for a guaranteed minimum amount of hours for reporting to work at the District's request, usually in a critical or emergency situation. On-call duty time must be ordered and authorized by the employee's immediate supervisor.
- 7.6. **COMPENSATION FOR CALL-IN TIME:** Individual Maintenance Workers who are working in full time status with the District and who have no documented attendance or job performance issues in their most recent evaluation are eligible to be On-Call employees during the hours when the District is not in regular

operation. When on On-Call duty they shall be compensated \$350.00 per week and an additional \$100.00 for weeks which include a District recognized holiday. Volunteers will be sought from the pool of full-time employees identified above. The list will stand for six (6) months and volunteers will remain on the list for the same period of time. The volunteer lists will be valid from July 1 - December 31 and January 1 – June 30 annually. Employees on the list will be ranked in order of seniority (hire date). At the beginning of each six (6) month period employees shall be offered in order of date of hire to sign up for one week intervals in calendar order beginning with the member at the top of the list. If the member accepts the assignment or is unavailable for their week in the rotation, the member will then drop to the bottom of the list and rotate forward until the entire six month period is filled.

8. ARTICLE 8: VACATION TIME

8.1. ACCRUAL OF VACATION BENEFITS: Each employee shall earn vacation time in accordance with the following.

- 8.1.1. The hire date shall be used for computation of vacation and shall be the most recent date of employment with the District.
- 8.1.2. Employees working less than full time (less than eight (8) hours per day or twelve (12) months per year) shall earn vacation based upon the percentage of time their assignment bears to a full-time assignment. Overtime and extra duty hours will not be computed in time worked.
- 8.1.3. Should an employee separate from the district, pay for vacation time taken or used, but not earned, shall be deducted from the employee's final paycheck.
- 8.1.4. Each permanent employee shall earn vacation at the prescribed rate as part of their compensation while on paid leave of absence.

8.2. TIME OF VACATION USE: Vacation shall be taken prior to June 30 of the fiscal year. Accrued leave greater than one (1) year's annual accrual shall be paid at the employee's regular rate of pay.

8.3. VACATION REQUESTS: A written request for approval shall be made to the immediate supervisor at least two (2) weeks' in advance of the vacation dates requested. Requests shall be acted on within three (3) working days of submission.

- 8.4. SCHEDULES:** Vacation schedules shall be approved by the immediate supervisor or Department Head of the appropriate department. Effort shall be made to allow vacation to be taken at times convenient to the employee. However, the needs of service and the workload of the department take precedence.
- 8.5. VACATION RATE OF PAY:** The rate at which vacation is paid shall be the employee's current rate of pay.
- 8.6. ILLNESS DURING VACATION:** A period of illness occurring during a vacation period may not be construed as sick leave, except as follows:
- 8.6.1. Any permanent employee may interrupt or terminate vacation leave in order to begin sick leave without returning to active service, provided the employee notifies their supervisor within twenty-four (24) hours, or as soon as possible and subsequently provides a statement from their physician attesting to the illness and its duration.
- 8.7. LESS THAN TWELVE-MONTH EMPLOYEES - TIME OF VACATION.** Monthly employees working less than twelve (12) months a year are required to take the Fall, Winter, and Spring recess periods as vacation time unless an employee is scheduled to work during such period. When they are unable to use up all of the vacation time earned, an employee and their supervisor should make every effort to see that the remaining days are used during the employee's work year. Any vacation balance at the end of the fiscal year beyond the maximum accumulation allowed will be paid to the employee in a lump sum.
- 8.8. RATES OF VACATION LEAVE.** For all regular unit employees, the following schedule of vacation leave allowances shall be in force:
- 8.8.1. 1 through 3 completed years of service vacation rate:
- 8.8.1.1. 1 day per month of services earned during the work year for a maximum of 12 days annual vacation.
- 8.8.2. 4 through 9 completed years of service vacation rate:
- 8.8.2.1. 1.25 days per month of service earned during the work year for a maximum of 15 days annual vacation.
- 8.8.3. 10 through 15 completed years of service vacation rate:
- 8.8.3.1. 1.5 days per month of service earned during the work year for a maximum of 18 days annual vacation.
- 8.8.4. 16 completed years of service vacation rate:
- 8.8.4.1. 1.75 days per month of service earned during the work year for a maximum of 21 days annual vacation.

9. ARTICLE 9: LEAVES

Unit Members are entitled to several statutory leave provisions covering paid and unpaid leave, as outlined in the Education Code and other laws. These provisions are incorporated into this agreement, except as modified in this Article. Below are the relevant types of leave, as well as the definitions and requirements for each.

9.1. Definition of Immediate Family

- 9.1.1. Spouse, legal domestic partner (as defined by California Family Code Section 297), parents (mother, father, step-mother, step-father), grandparents, grandchildren, children (son, daughter, stepchild), and siblings (brother, sister) of the employee or spouse.
- 9.1.2. Parents-in-law (mother-in-law, father-in-law), siblings-in-law (sister-in-law, brother-in-law), and any relative of either the employee or spouse living in the employee's immediate household.
 - 9.1.2.1. The Superintendent or a designated representative may expand this definition of "immediate family" in extenuating circumstances.
 - 9.1.2.1.1. This expansion is not intended to set a precedent or establish a District-wide practice.

9.2. Suspected Misuse of Paid Leave

- 9.2.1. Whenever the District reasonably suspects misuse of paid leave benefits, the Superintendent or their designee may require the Unit Member to provide verification to support the legitimacy of the paid leave request.

9.3. Submission of Employee Leave Request

- 9.3.1. The Unit Member is responsible for completing and submitting an employee leave request form (Appendix K) for all absences.
- 9.3.2. This completed form must be submitted to the supervisor
 - 9.3.2.1. In advance whenever possible, or
 - 9.3.2.2. No later than the day of return from leave.

9.4. Sick Leave

Definition: Sick Leave is paid leave granted to Unit Members for personal illness or injury.

- 9.4.1. Sick Leave Allotment:
 - 9.4.1.1. Full-time employees (8 hours, 5 days/week) earn one (1) day of paid sick leave per month.
 - 9.4.1.2. Part-time employees earn sick leave proportionate to their hours worked.
- 9.4.2. Credit and Use
 - 9.4.2.1. Employees' sick leave banks will be credited with the amount of leave they are expected to earn at the start of each fiscal year. Any adjustments due to assignment changes will be reflected in their sick leave balance.
- 9.4.3. Accrual of Unused Sick Leave:
 - 9.4.3.1. Any unused sick leave will carry over to

subsequent school years, accruing without expiration.

9.4.4. Usage Conditions:

9.4.4.1. Credit for sick leave need not be accrued before taking such leave, and sick leave may be taken at any time during the year.

9.4.4.1.1. Probationary employees may only use up to six (6) days during their initial probationary period.

9.4.4.2. Pay for sick leave will be equivalent to the employee's regular pay, except as provided under Education Code Section 45136 for part-time personnel.

9.4.5. Notification & Reporting: To receive sick leave compensation, employees must:

9.4.5.1. Notify their supervisor and report the absence in the time management system at least two (2) hours before the start of their shift, unless impossible due to emergency circumstances. The burden of proof for such conditions lies with the employee.

9.4.5.2. Prior to the end of their last scheduled shift before returning to work, notify their supervisor to cancel any substitute coverage.

9.4.5.2.1. Failure to notify the supervisor may result in the substitute keeping the assignment, and the returning employee will not receive pay for that day.

9.4.5.2.2. P.M. or night shift employees must notify their supervisor by noon on the day of their scheduled return.

9.4.6. For absences of three (3) or more consecutive workdays, Unit Members must submit a doctor's note stating:

9.4.6.1. The employee is unable to work due to illness or injury,

9.4.6.2. The date they are cleared to return to work and

9.4.6.3. Any work restrictions, if applicable.

9.4.7. Exclusions: Sick Leave is Not Earned For:

9.4.7.1. Unpaid leaves of absence due to illness

9.4.7.2. Extra duty assignments and/or overtime, excluding those situations found in Ed. Code 45102 and 45137

9.4.8. Restrictions on Employment While on Sick Leave

9.4.8.1. Employees on sick leave cannot work another job while receiving sick leave pay.

9.4.8.2. If an employee on unpaid medical leave wishes to take another job, they must resign from the District.

9.4.8.3. Accepting outside employment while on sick leave without notifying the District may result in dismissal.

9.4.9. Patterned or Excessive Sick Leave Usage

9.4.9.1. If an employee's sick leave usage shows a pattern of abuse of sick leave, the administration may conduct a special investigation.

9.4.9.2. If the investigation finds sick leave misuse or abuse, disciplinary action may be taken.

9.4.10. Fitness for Duty:

- 9.4.10.1. The District reserves the right to require an independent medical examination (at District expense) if concerns arise regarding the employee's physical or mental fitness for duty.
- 9.4.11. Continuation of Benefits While on Leave
 - 9.4.11.1. Employees on paid leave (earning 50% or more pay) will continue to receive District-provided benefits.
 - 9.4.11.2. Employees on unpaid leave or receiving less than 50% pay may continue benefits at their own expense.
- 9.4.12. Benefits terminate upon:
 - 9.4.12.1. Separation from the District or
 - 9.4.12.2. When an employee earns less than 50% pay and does not elect to continue benefits at their own expense.

9.5. Catastrophic Leave

Definition of Catastrophic Injury or Illness: A catastrophic injury or illness is a serious medical condition that incapacitates the employee for more than 60 consecutive calendar days and is verified by a competent medical opinion and determined eligible by the Committee (see Section 9.5.4).

- 9.5.1. Eligibility & Enrollment
 - 9.5.1.1. To participate in the Catastrophic Sick Leave Bank (the "Bank"), a bargaining unit employee must donate one (1) day of sick leave during the annual open enrollment period in September.
 - 9.5.1.1.1. The sick leave contribution is voluntary but irrevocable and will continue annually unless canceled by the employee (see Appendix E for the opt-out form).
 - 9.5.1.2. Existing Members: If the Bank holds more than 200 days on September 1st, members who previously donated will be exempt from donating that year.
 - 9.5.1.3. New Members: Employees joining the Bank for the first time must donate one (1) day of sick leave, regardless of the Bank's balance.
 - 9.5.1.4. New Hires: Employees hired after September 1st have a 30-day enrollment window from their hire date.
- 9.5.2. Accessing the Sick Leave Bank
 - 9.5.2.1. Employees must first use their leave (sick leave, differential pay, or unpaid leave) for the first 15 days of illness or disability.
 - 9.5.2.2. After 15 days, employees who have exhausted sick leave but still have differential pay available may withdraw from the Bank.
 - 9.5.2.2.1. The District pays the employee's full salary and
 - 9.5.2.2.2. One sick leave day is deducted from the Bank.
 - 9.5.2.2.3. Differential leave runs concurrently with Catastrophic Leave. If Bank days are exhausted, the employee can use remaining differential leave.
 - 9.5.2.3. Exclusions: Employees cannot use Catastrophic Leave while receiving Workers' Compensation benefits.
- 9.5.3. Maximum Leave Allowance
 - 9.5.3.1. An employee may receive up to 40 workdays per catastrophic injury or illness.

- 9.5.3.2. The Committee may approve an extension, but no employee may receive more than 80 days total.
- 9.5.3.3. If the Bank runs out of days, there is no obligation for the District, Union, or Committee to provide additional leave.
- 9.5.4. Application & Approval Process
 - 9.5.4.1. Employees must submit all requested medical documentation to the Joint Catastrophic Sick Leave Bank Committee ("Committee").
 - 9.5.4.2. The Committee determines:
 - 9.5.4.2.1. Whether the illness or injury qualifies as catastrophic and
 - 9.5.4.2.2. Whether the employee meets eligibility requirements.
 - 9.5.4.3. Committee decisions are final and cannot be grieved but may be appealed with additional documentation (see Appendix E). Appeals must be submitted within 10 days of the decision.
 - 9.5.4.4. A tie vote results in a denial of the request.
- 9.5.5. Donating Sick Leave
 - 9.5.5.1. Employees who wish to donate must submit a Certified Sick Leave Bank Deposit Form to the Personnel Office.
 - 9.5.5.2. Donations are voluntary, irrevocable, and deducted from accrued sick leave.
- 9.5.6. Committee Oversight & Responsibilities
 - 9.5.6.1. The Committee consists of four (4) members:
 - 9.5.6.1.1. Two (2) appointed by the District, and
 - 9.5.6.1.2. Two (2) appointed by the Union (who must also be bank members).
 - 9.5.6.2. The Committee is responsible for:
 - 9.5.6.2.1. Approving or denying leave requests,
 - 9.5.6.2.2. Managing appeals,
 - 9.5.6.2.3. Ensuring timely reviews and
 - 9.5.6.2.4. Communicating donation solicitations to employees.
- 9.5.7. Legal & Procedural Considerations
 - 9.5.7.1. Employees must sign an agreement acknowledging that:
 - 9.5.7.1.1. Donations are voluntary, and
 - 9.5.7.1.2. They waive any claims against the Committee, District, or Union related to leave decisions.
 - 9.5.7.2. If any provision of this policy is found unlawful, the entire section becomes null and void.
 - 9.5.7.3. This policy supersedes the District's obligations under Education Code Section 44043.5.

9.6. Entitlement to Other Sick Leave

- 9.6.1. Extended Sick Leave & Compensation
 - 9.6.1.1. Pursuant to Education Code section 45196, unit members shall once a year be credited with a total of not less than 100 working days of paid sick leave, including full-paid sick leave days to which they are entitled under Section 9.4. Such days of paid sick leave, in addition to those earned and accrued under Section 9.4, shall be compensated at not less than 50 percent of the employee's

regular salary. The 100 days shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the unit member may be entitled.

9.6.2. Order of Sick Leave Usage

9.6.2.1. Sick leave benefits under this section shall be considered "entitlement to other sick leave" under Education Code Section 45196 for industrial accident or illness cases.

9.6.2.2. An employee must first exhaust all:

9.6.2.2.1. Regular sick leave,

9.6.2.2.2. Vacation, and

9.6.2.2.3. Any other available paid leave before using entitlement to other sick leave.

9.7. Transfer of Accumulated Sick Leave

9.7.1. Employees who have worked for at least one (1) calendar year in a school district, county superintendent of schools, state special school, or community college district and whose employment is terminated for reasons other than action initiated by the employer for cause shall have their earned sick leave transferred in accordance with Education Code Section 45202.

9.8. Return from Sick Leave

9.8.1. Employees on paid or unpaid sick leave may return to duty by providing at least one (1) working day's notice.

9.8.2. A return-to-work note from a medical provider must be submitted, confirming the employee can resume their assigned duties and responsibilities, with or without accommodation.

9.8.3. If the return-to-work note includes work-related restrictions, an interactive meeting shall be held to determine whether the District can accommodate the restrictions before the employee resumes work.

9.9. Termination of Sick Leave & Employment Status

9.9.1. If an employee remains unable to return to work after exhausting all available sick leave and additional leave options, the District will provide written notice of the employee's right to request additional leave pursuant to Education Code section 45195.

9.9.1.1. The Assistant Superintendent or designee shall recommend one or more of the following actions to the Board of Education:

9.9.1.1.1. Grant additional leave, paid or unpaid, not to exceed 6 months. The board may renew the leave of absence, paid or unpaid, for two additional six-month periods or lesser leave periods that it may provide but not to exceed a total of 18 months.

9.9.1.1.2. Deny the request for leave.

9.9.2. Medical Reemployment List Option:

- 9.9.2.1. If the request for additional leave is not requested or granted, a permanent employee shall be placed on the medical reemployment list. At any time during the prescribed 39 months, the employee is able to assume the duties of his or her position; the employee shall be reemployed in the first vacancy in the classification of his or her previous assignment. The employee's reemployment will take preference over all other applicants except for those laid off for lack of work or funds.
- 9.9.2.2. The employee may voluntarily resign.

9.10. Industrial Accident and Industrial Illness Leave

- 9.10.1. Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with Education Code Sections 44043 and 45192 and the provisions of this policy. Upon receiving knowledge of an employee's industrial accident or illness, the District shall notify the injured employee of their potential entitlement to benefits under this section.
- 9.10.2. Eligibility and Duration of Leave
 - 9.10.2.1. An employee absent due to an industrial accident or illness, as defined under Workers' Compensation Insurance Law, shall be granted paid industrial accident leave while receiving temporary disability benefits from Workers' Compensation, provided the illness or injury is work-related. The terms of the leave are as follows:
 - 9.10.2.1.1. Standard Industrial Accident or Illness: Paid leave shall not exceed sixty (60) working days in any one fiscal year for the same accident. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury. Industrial Accident or Illness Caused by Assault and/or Battery: Paid leave shall not exceed one (1) calendar year.
 - 9.10.2.1.2. Paid industrial accident leave shall commence on the first day of absence and continue until the last day of absence for each separate incident.
 - 9.10.2.1.3. The leave shall be reduced by one (1) day for each day of authorized absence, regardless of any temporary disability allowance received under Workers' Compensation.
 - 9.10.2.1.4. Days absent while on paid industrial accident leave shall not be deducted from the employee's regular sick leave balance.
- 9.10.3. Coordination of Benefits
 - 9.10.3.1. If an employee is still unable to return to duty after exhausting paid industrial accident leave, the following sequence of benefits shall apply:

- 9.10.3.1.1. The employee shall use paid sick leave if available. Accumulated sick leave will be reduced only by the amount necessary to ensure a full day's wages when combined with Workers' Compensation disability benefits.
- 9.10.3.1.2. Upon exhaustion of paid sick leave, accrued vacation leave shall be used to maintain the employee's regular salary while receiving Workers' Compensation temporary disability benefits. Vacation will be reduced only by the amount necessary to ensure a full day's wages when combined with Workers' Compensation disability benefits.
- 9.10.3.1.3. Upon exhaustion of sick leave and vacation, an employee may use extended illness leave pursuant to Section 9.6.
- 9.10.3.1.4. After all paid leave has been exhausted, the District may place the employee on industrial accident leave without pay. The total duration of all leave benefits under this section, including unpaid leave, shall not exceed thirty-six (36) months for any one industrial accident or illness.
- 9.10.4. Return to Work and Reemployment Rights
 - 9.10.4.1. An employee returning from paid or unpaid industrial accident leave shall be reinstated to their former class, with priority over employees with lesser seniority.
 - 9.10.4.2. If no vacancy exists, the employee may displace the least senior employee in the class.
 - 9.10.4.3. If the employee's former class no longer exists, the District may reassign the employee or place them on a reemployment list.
 - 9.10.4.4. Employees on leave shall retain seniority credit and will not gain or lose benefits beyond those specifically outlined in the Education Code.
- 9.10.5. Exhaustion of Leave and Reemployment List Placement
 - 9.10.5.1. When all paid and unpaid leave is exhausted, the employee shall be placed on the reemployment list for their former classification for up to thirty-nine (39) months.
 - 9.10.5.2. Employees medically cleared to return to work but who refuse an appropriate assignment shall be removed from the reemployment list.
 - 9.10.5.3. Appropriate assignment refers to placement in the employee's former classification or a classification they have designated as acceptable.
 - 9.10.5.4. Employees removed from the reemployment list may appeal the removal to the Assistant Superintendent, Personnel Services.
- 9.10.6. Compensation and Benefit Coordination
 - 9.10.6.1. While on paid industrial accident leave, the employee's total compensation, including Workers' Compensation benefits, shall not exceed their regular salary.
 - 9.10.6.2. Employees shall endorse all wage-loss benefit checks received under Workers' Compensation laws to the District.

- 9.10.6.3. The District shall then issue the appropriate salary warrants and deduct retirement and other authorized contributions.
- 9.10.6.4. Final permanent industrial disability settlements shall not be subject to reimbursement to the District.

9.11. Bereavement Leave

- 9.11.1. Employees shall be granted up to five (5) days of bereavement leave within a 12-month period due to the death of an immediate family member. This leave shall not be deducted from the employee's salary or any other leave balance.
- 9.11.2. Definition of Immediate Family
 - 9.11.2.1. Spouse or legal domestic partner (as defined by California Family Code Section 297)
 - 9.11.2.2. Parent (Including Foster or Step-Parent)
 - 9.11.2.3. Child (Including Foster or Step-Child)
 - 9.11.2.4. Sibling (Sister or Brother)
 - 9.11.2.5. Grandparent or Grandchild
 - 9.11.2.6. Parent-in-Law (Mother-in-Law or Father-in-Law)
 - 9.11.2.7. Son-in-Law or Daughter-in-Law
 - 9.11.2.8. Any Relative Residing in the Unit Member's Immediate Household
- 9.11.3. For additional bereavement leave, employees may refer to Personal Necessity Leave provisions.

9.12. Jury Duty and Witness Leave

- 9.12.1. Jury Duty Leave
 - 9.12.1.1. Employees summoned for jury duty shall be granted leave for the duration of their service.
 - 9.12.1.2. Employees shall receive full pay, provided that they submit their jury service fee to the District and file the official subpoena or court certification.
 - 9.12.1.3. Employees must present the official jury duty summons to their immediate supervisor when requesting leave.
 - 9.12.1.4. Employees must make themselves available for work when their jury duty does not require their presence in court.
- 9.12.2. Witness Leave
 - 9.12.2.1. Employees subpoenaed to appear in court as a witness (not as a litigant) shall be granted leave for the number of days required, as certified by the court.
 - 9.12.2.2. Employees shall receive full pay while on witness leave, provided they submit their witness fee and file the subpoena or court certification with the District.
 - 9.12.2.3. Transportation reimbursement associated with jury or witness duty shall not be included in the fees submitted to the District.
 - 9.12.2.4. Employees must make themselves available for work when their jury duty does not require their presence in court.

9.13. Promotional Examination

- 9.13.1. The District shall provide all eligible and qualified Unit Members who applied for the position the opportunity to participate in promotional examinations and interviews for advancement within the District.
- 9.13.2. Time Allowance & Scheduling
 - 9.13.2.1. The District shall provide reasonable release time for employees to participate in District-administered promotional examinations and/or interviews, subject to prior approval and operational needs.
 - 9.13.2.2. The total time allotted for participation in the examination or interviews shall not exceed the cumulative time necessary for travel, assessment, and/or interview.
 - 9.13.2.3. Employees must submit a request for release time in advance and coordinate with their immediate supervisor to ensure minimal disruption to District operations.

9.14. Military Leave

- 9.14.1. Military leave of absence shall be granted in accordance with the provisions of the Military and Veterans Code and Education Code. Compensation for such leave shall be provided as required by law.

9.15. Leave of Absence Without Pay

- 9.15.1. A leave of absence without pay may be granted to a permanent employee upon written request, subject to the following conditions:
- 9.15.2. Duration and Restrictions
 - 9.15.2.1. Leave of absence without pay may be granted for a period not exceeding one (1) year, except:
 - 9.15.2.1.1. Military service leave shall be granted as required by the Education Code and the Military and Veterans Code.
 - 9.15.2.1.2. Peace Corps service leave may be granted for a period not to exceed twenty-four (24) months.
 - 9.15.2.1.3. Time off without pay for a period not exceeding five (5) consecutive days may be approved by the Assistant Superintendent, Personnel Services, upon recommendation from the immediate supervisor.
- 9.15.3. Right to Return to Position
 - 9.15.3.1. The granting of unpaid leave guarantees the employee the right to return to their position at the expiration of the leave, provided they are physically and legally capable of performing the duties.
 - 9.15.3.2. The position may be filled only for the duration of the leave, and the employee assigned to cover the position shall be reassigned upon the returning employee's completion of the leave.
- 9.15.4. Modification or Cancellation of Leave
 - 9.15.4.1. The Board of Education may cancel a leave of absence for good cause, with at least three (3) days' notice to the employee.
 - 9.15.4.2. An employee may request, in writing, an early return to work. The Assistant Superintendent of Personnel Services shall recommend approval or denial of the request to the Board of Education.

- 9.15.5. Failure to Return from Leave
 - 9.15.5.1. Failure to report for duty within three (3) working days after a leave has been canceled or expired shall be considered job abandonment and may result in termination.
 - 9.15.5.2. The termination may be appealed in the same manner as any other dismissal for cause.
- 9.15.6. Impact on Employment Status
 - 9.15.6.1. If the employee's classification is abolished during the leave, they shall be considered laid off due to lack of work and placed on a reemployment list effective on the termination date of leave.
 - 9.15.6.2. The employee shall be entitled to all layoff benefits and may be reassigned to a vacant position in a class at the same or lower salary level, provided they meet the qualifications.
 - 9.15.6.3. Time spent on unpaid personal leave shall be considered a break in continuous service and shall not count toward seniority for purposes such as:
 - 9.15.6.3.1. Establishing retention lists in the event of a layoff.
 - 9.15.6.3.2. Calculating longevity benefits.

9.16. Leave to Serve in a Short-Term Temporary Position

- 9.16.1. Employment Status During Leave
 - 9.16.1.1. A permanent employee who accepts an assignment within the District to a short-term temporary position shall retain their permanent status and shall not be considered separated from service.
- 9.16.2. Return to Permanent Position
 - 9.16.2.1. The employee may voluntarily return to their permanent position (or an equivalent position) before completing their temporary assignment, with District approval.
 - 9.16.2.2. The employee may return to their permanent position (or an equivalent position) at the completion of their temporary assignment.
- 9.16.3. Failure to Complete Service
 - 9.16.3.1. If an employee fails to complete the required service in the short-term temporary position without prior approval, this may constitute job abandonment and be grounds for disciplinary action.

9.17. Pregnancy Disability Leave (PDL)

- 9.17.1. Eligibility and Notice Requirements
 - 9.17.1.1. Employees are entitled to Pregnancy Disability Leave (PDL) for pregnancy, childbirth, and related medical conditions as provided under the California Government Code, Education Code, and the Fair Employment and Housing Act (FEHA).
 - 9.17.1.2. Employees shall provide at least 30 days advance notice if the need for leave is foreseeable. If unforeseen, notice shall be given as soon as practicable.

- 9.17.1.3. A healthcare provider's certification is required to substantiate the leave request and must include the anticipated duration of the disability.
- 9.17.2. Commencement of Leave
 - 9.17.2.1. PDL begins when the employee is physically unable to work due to pregnancy or childbirth, as certified by a health care provider.
 - 9.17.2.2. Employees on pregnancy disability leave must provide certification from their healthcare provider to return to work.
- 9.17.3. Return to Work
 - 9.17.3.1. Employees must provide a return-to-work certification from their healthcare provider before resuming job duties.

9.18. Family and Medical Leave Act (FMLA) / California Family Rights Act (CFRA)

- 9.18.1. Eligibility Requirements

To qualify for FMLA/CFRA leave, an employee must:

 - 9.18.1.1. Have worked for the District for at least 12 months.
 - 9.18.1.2. Have not exhausted 12 workweeks of FMLA/CFRA within the defined 12-month period.
 - 9.18.1.3. Have completed at least 1,250 hours of service in the 12 months immediately preceding the leave.
- 9.18.2. Leave Entitlement
 - 9.18.2.1. Eligible employees may take up to 12 workweeks of unpaid, job-protected leave within a defined 12-month period for qualifying reasons under FMLA and CFRA.
 - 9.18.2.1.1. The 12-month period shall be measured as a rolling year looking forward to the first date of leave.
 - 9.18.2.2. FMLA and CFRA leave shall run concurrently with available and applicable paid leaves. Employees must use available leave balances (e.g., accrued sick leave or other applicable paid leave) before taking unpaid leave.
 - 9.18.2.3. Employees are required to provide at least 30 days advance notice when the need for leave is foreseeable. If 30 days' notice is not possible, employees must provide notice as soon as practicable.
- 9.18.3. Use of Paid Parental Leave or Child Bonding Leave
 - 9.18.3.1. Non-Birth Parents: Employees who are non-birth parents become eligible for Paid Parental leave upon the birth, adoption, or foster placement of a child.
- 9.18.4. Additional Provisions
 - 9.18.4.1. FMLA, if applicable, shall run concurrently with Pregnancy Disability Leave (PDL)
 - 9.18.4.2. Paid Parental leave must be completed within one (1) year of the child's birth or placement.
 - 9.18.4.3. Leave taken under FMLA/CFRA is job-protected, meaning employees have the right to return to the same or a comparable position upon expiration of their leave.

- 9.18.4.4. Employees must provide medical certification or appropriate documentation to substantiate the leave request, as required by law.

9.19. Paid Parental Leave

- 9.19.1. For purposes of this section, “parental leave” shall be defined as leave for the birth of an employee’s child or the placement of a child with the employee for adoption or foster care.
- 9.19.2. Employees shall be entitled to use all current and accumulated sick leave for parental leave for a period of up to twelve (12) weeks.
- 9.19.3. When an employee with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under the California Family Rights Act (CFRA: Government Code Section 12945.2), he or she shall be entitled to 50% pay for any of the remaining twelve (12) workweek period. The employee shall receive no less than 50% of his or her regular salary.
- 9.19.4. Any leave taken under this section shall count against any entitlement to child-bonding leave under the CFRA, and the aggregate amount of leave taken under this section. CFRA shall not exceed twelve (12) workweeks in any twelve (12) months period. Employee shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) months period.
- 9.19.5. If both parents are employed by the District, each eligible parent is entitled to 12 work weeks of leave.
- 9.19.6. Unless there are extenuating circumstances, the employee must give the District at least 30 days advance written notice of his or her intention to use parental leave and the anticipated dates of the leave. Verification of the birth, adoption, or foster care placement shall be provided to the District.
- 9.19.7. Parental leave must be used within twelve (12) months following the birth or placement of the child. Parental leave must be taken in increments of at least two (2) weeks’ duration; however, the employee may take parental leave in increments of less than two (2) weeks on up to two (2) occasions. If a school year concludes before the 12-workweek period is exhausted, the employee may take the balance of the 12-workweek period in the subsequent school year, provided the leave is taken within 12 months of the birth or placement of the child.

9.20. Personal Necessity, Kin Care, and Personal Business Leave

- 9.20.1. Employees may use accrued sick leave for Personal Necessity Leave, Kin Care Leave, and Personal Business Leave under the following conditions:
- 9.20.2. Personal Necessity Leave
- 9.20.2.1. Employees may use up to seven (7) days per school year of their accrued sick leave for personal necessity, provided the reason falls within the following categories:
- 9.20.2.1.1. Bereavement: Additional leave beyond what is provided in Section 9.11 for the death of an immediate family member.

- Leave shall also be granted for attending the funeral of relatives not living in the immediate household.
- 9.20.2.1.2. Accident: An accident involving the employee or their property, or the person or property of an immediate family member.
 - 9.20.2.1.3. Court Appearance: A required appearance in court or before an administrative tribunal as a litigant, party, or witness under subpoena or order. A written request, including a copy of the subpoena or order, must be filed with the Assistant Superintendent, Human Resources, at least two (2) days prior to the absence.
 - 9.20.2.1.4. Family Illness/Injury: A serious illness or injury of an immediate family member requiring the employee's presence during working hours.
 - 9.20.2.1.5. Disabling Condition: A disabling dental or optical condition (e.g., broken glasses) that does not qualify as sick leave but impairs the employee's ability to perform their job. If an immediate appointment is unavailable, the Personnel Office must be informed.
 - 9.20.2.1.6. Other Serious Events: The event must meet all the following conditions:
 - 9.20.2.1.6.1. It involves circumstances the employee cannot disregard.
 - 9.20.2.1.6.2. It requires the employee's attention during assigned working hours.
- 9.20.3. Kin Care Leave
- 9.20.3.1. Employees may use up to half of their annual sick leave for the care of a sick or injured family member in accordance with California Labor Code § 233. Kin Care Leave is not additional leave and is deducted from accrued sick leave. It may be used to care for:
 - 9.20.3.1.1. A child (biological, adopted, foster, stepchild, legal ward, or a child to whom the employee stands in loco parentis)
 - 9.20.3.1.2. A parent (biological, adoptive, foster, stepparent, legal guardian, or someone who stood in loco parentis when the employee was a minor)
 - 9.20.3.1.3. A spouse or registered domestic partner
 - 9.20.3.1.4. Designated person, or
 - 9.20.3.1.5. A grandparent, grandchild, or sibling
- 9.20.4. Personal Business Leave
- 9.20.4.1. Employees with twelve (12) or more accrued sick leave days may use up to two (2) of their seven (7) personal necessity days for personal business without specifying the reason.
 - 9.20.4.2. Personal Business Leave Requests must be submitted using the District Employee Leave Request Form.

- 9.20.4.3. Personal business leave cannot be used during the first or last week of student attendance or professional development days.
- 9.20.5. Proof of Personal Necessity or Personal Business Leave
 - 9.20.5.1. Employees must submit a District Employee Leave Request Form to their immediate supervisor.
 - 9.20.5.2. The form must include the dates and reasons (except for personal business leave, which does not require a reason).
 - 9.20.5.3. Final approval/denial shall be determined by the Assistant Superintendent, Personnel Services.
- 9.20.6. Limitations & Conditions
 - 9.20.6.1. All personal necessities, kin care, and personal business leave are deducted from accrued sick leave.
 - 9.20.6.2. The maximum allowable personal necessity leave per school year is seven (7) days.
 - 9.20.6.3. Personal necessity leave is non-accumulative and does not roll over to the following year.
 - 9.20.6.4. Leave shall not be granted during a scheduled vacation or leave of absence.
 - 9.20.6.5. Employees must reimburse the District for any overuse of sick leave.

9.21. Reproductive Loss Leave (Government Code section 12945.6.)

- 9.21.1. Upon a reproductive loss event, all unit members employed by the District for at least 30 days will be granted a total of five (5) days of reproductive loss leave. If an eligible unit member experiences multiple reproductive loss events within a 12-month period, the unit member may take no more than 20 days total of reproductive loss leave within the 12-month period. Reproductive loss leave need not be taken on consecutive days. It must be completed within three (3) months of the event entitling the eligible unit member to such leave, except that if, prior to or immediately following the reproductive loss event, the unit member is on or chooses to go on Pregnancy Disability Leave, California Family Rights Act leave, or any other leave pursuant to state or federal law, the unit member must complete their reproductive loss leave within three (3) months of the end date of the other leave.
 - 9.21.1.1. A “reproductive loss event” means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction, as those terms are defined below:
 - 9.21.1.2. “Failed adoption” means the dissolution or breach of an adoption agreement with the birth mother or legal guardian or an adoption that is not finalized because it is contested by another party. This event applies to a unit member who would have been a parent of the adoptee if the adoption had been completed.
 - 9.21.1.3. “Failed surrogacy” means the dissolution or breach of a surrogacy agreement or a failed embryo transfer to the surrogate. This event

applies to a unit member who would have been a parent of a child born as a result of the surrogacy.

- 9.21.1.4. “Miscarriage” means a miscarriage by a unit member, by the unit member’s current spouse or domestic partner, or by another individual if the unit member would have been a parent of a child born as a result of the pregnancy.
- 9.21.1.5. “Stillbirth” means a stillbirth resulting from a unit member’s pregnancy, the pregnancy of a unit member’s current spouse or domestic partner, or another individual if the unit member would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- 9.21.1.6. “Unsuccessful assisted reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a unit member, the unit member’s current spouse or domestic partner, or another individual if the unit member would have been a parent of a child born as a result of the pregnancy.
- 9.21.1.7. “Assisted reproduction” means a method of achieving a pregnancy through artificial insemination or an embryo transfer and includes gamete and embryo donation and does not include any pregnancy achieved through natural means.
- 9.21.2. The Unit member should notify Human Resources of their need for reproductive loss leave as soon as practicable. The District shall maintain the confidentiality of any unit member requesting leave and any information provided to the District by a requesting unit member shall not be disclosed except to Human Resources or management, as necessary or as required by law. The District prohibits retaliation in any form against a unit member who exercises their right to reproductive loss leave or as otherwise provided by applicable law.
- 9.21.3. Unit members may use available paid leave concurrently with reproductive loss leave, including Personal Necessity and Vacation. Reproductive loss leave shall be in addition to any leave used by a unit member for pregnancy-related disability.

9.22. Leave for Victims of Qualifying Acts of Violence

- 9.22.1. Employees shall be entitled to leave pursuant to Government Code section 12945.8 when an employee is a victim of or has a family member who is a victim of qualifying acts of violence.

9.23. Leave of Absence to Vote

- 9.23.1. Employees may take time off to vote at general, direct primary, or presidential primary elections in compliance with the California Elections Code.

9.24. Religious Leave

- 9.24.1. Employees may take one (1) day of paid religious leave per fiscal year to observe a religious holiday when attendance at work would make religious observance impossible. Unused religious leave does not accumulate.

9.25. Union Business Leave

- 9.25.1. The District provides an aggregate total of forty (40) hours of paid leave per fiscal year for employees to attend Union business.
- 9.25.2. Additional leave may be granted in consultation with the California Federation of Teachers (CFT), provided the Union reimburses the District for additional time used.
- 9.25.3. Union leave requests must be submitted at least one (1) day in advance with written authorization from the Union.

10. ARTICLE 10. SAFETY CONDITIONS OF EMPLOYMENT

- 10.1. CONDITIONS:** The District shall make reasonable efforts to provide safe and healthful working conditions.

- 10.2. ENFORCEMENT AUTHORITY:** The requirements for safe working conditions are established and maintained pursuant to District policy and State law, under the California Occupational Safety and Health Act of 1973 (CAL/OSHA). Enforcement and rule-making authority is lodged with the Department of Industrial Relations. The Division of Industrial Safety and the District has jurisdiction and responsibility for inspection and enforcement of standards.

- 10.3. REPORTING OF WORKPLACE ACCIDENT OR INJURY:** Each employee shall be responsible for reporting an accident to their supervisor as soon as possible but in no event later than the end of their work shift. (E.g. slip, hit, trip, fall, cut, burns, etc.)

- 10.4. REPORTING OF A VEHICLE ACCIDENT OR INJURY:** Each employee shall be responsible for reporting the accident to the local police department and their supervisor as soon as safely possible while remaining at the scene. Each employee involved in an accident may submit to an appropriate drug/alcohol, for cause, test as set forth in applicable DOT regulations and in accordance with board policy, and administrative regulations. A supervisor shall respond to the scene and transport the employee to the testing center, if applicable.

- 10.4.1. All employees that drive a district vehicle may be required to submit to a drug screening.

11. ARTICLE 11. VACANCIES, TRANSFERS AND PROMOTION

11.1. VACANCIES

- 11.1.1. **DEFINITION:** A vacancy is defined as a new or existing bargaining unit position which the District intends to fill.
- 11.1.2. **POSTING OF VACANCIES:** All vacancies shall be posted and open for application following the issuance of the vacancy notice. Each notice shall announce the final day on which applications will be received, applications received after the final date on the notice shall not be considered.
- 11.1.3. When a vacancy occurs, the District shall run the posting concurrently (inside and outside). The District shall make every attempt to fill the vacancy with qualified internal candidates. The applying employee is required to participate in the screening, testing and/or interviewing process, and must be qualified as determined by the District. Qualified internal candidates shall be interviewed prior to outside candidates.
 - 11.1.3.1. New Candidates that drive a district vehicle, operate district machinery, or drive as a condition of employment shall be required to submit to a drug screening prior to being cleared for employment per Board Policy and Administrative Regulation 4112.41 and 4312.41 .
 - 11.1.3.1.1. All candidates that drive a district vehicle, operate district machinery, or drive as a condition of employment may be subject to drug tests or screening.

11.2. TRANSFER

- 11.2.1. **DEFINITION:** A transfer is defined as a change of employee assignment that results in a change of the assigned worksite without a change in classification. A transfer may be either voluntary or involuntary. The District reserves the right to make any reassignment or transfer of an employee to any position within the classification of that employee in any field in which the employee's qualifications meet District requirements. In all cases, the welfare of the employee shall be considered as secondary only to the total school program as determined by the District.
- 11.2.2. **VOLUNTARY TRANSFERS:** A voluntary transfer is one sought by an employee. The transferring employee is required to participate in the screening, testing and/or interviewing process, but must be qualified as determined by the District. A request for transfer may be withdrawn by the employee making it at any time, unless a commitment for replacement has been made by the Personnel Office.

- 11.2.2.1. New hires are not eligible to transfer positions until they successfully complete their probationary period.
- 11.2.2.2. Permanent Employees shall not be allowed to transfer between positions until the successful completion of 6 months in their current assignment not classification.
- 11.2.3. **INVOLUNTARY TRANSFERS:** An involuntary transfer is any transfer not sought or not requested by the employee transferred. An employee may be transferred for the good of the service, from one assignment to another in the same classification, at the discretion of the immediate supervisor with the approval of the Assistant Superintendent of Personnel Services or designee provided that such action shall not be taken for punitive, unlawfully discriminatory, or preferential reasons.
 - 11.2.3.1. The transfer shall be completed within five (5) calendar days. The bargaining member may waive the five (5) day notice and start anytime prior to the exhaustion of the five (5) days. The employee may request a written explanation of why the involuntary transfer is in the best interest of the District. The bargaining member may request a meeting to discuss concerns about the transfer with their immediate supervisor and/or the Assistant Superintendent of their assigned department. The employee may request union representation.
 - 11.2.3.2. An involuntary transfer shall not be used as a device to alter the effects of impending layoff, although employees whose positions are to be eliminated may transfer to other assignments within the same classification.

11.3. PROMOTIONS

- 11.3.1. **DEFINITIONS:** A promotion is defined as a change from one classification to a higher classification and involving a change of position and duties.
- 11.3.2. **PROCEDURES:** Employees in the bargaining unit who meet the qualifications shall be given consideration in filling any job vacancy within the bargaining unit which can be considered a promotion. Such employees shall be given this consideration after the fully qualified employee applicant has successfully completed the screening, testing and interviewing process for a promotional vacancy. The District shall select the applicant most qualified for the position. If two or more candidates are

equally qualified, in the opinion of the District, consideration shall be given to the employee's seniority as defined in Article 15.2.2.

11.3.2.1.1. Employees that receive a promotion shall move to the first step of the new salary range or at least five (5) percent increase over the employee's current salary, whichever provides the highest salary.

11.3.3. **ANNIVERSARY DATE AND SALARY PLACEMENT:** On the first of July following completion of at least six months of employment and annually thereafter unit members are eligible to receive salary step increases. (to match 6.3.2)

11.4. **INTERNAL RULES:** The District may establish and maintain its own internal rules and procedures for interviewing, screening, testing and so forth under this section, provided that such internal rules and procedures do not conflict with any provision of this Article.

12. **ARTICLE 12. HOLIDAYS**

12.1. **SCHEDULED HOLIDAYS:** The District agrees to provide employees with the following paid holidays

- 12.1.1. New Year's Day
- 12.1.2. Martin Luther King Day
- 12.1.3. Lincoln's Day
- 12.1.4. Presidents' Day
- 12.1.5. Memorial Day
- 12.1.6. Juneteenth
- 12.1.7. Independence Day
- 12.1.8. Labor Day
- 12.1.9. Veteran's Day
- 12.1.10. Thanksgiving Day and the following Friday
- 12.1.11. Christmas Eve Day
- 12.1.12. Christmas Day
- 12.1.13. New Year's Eve Day

12.2. **HOLIDAY ELIGIBILITY:** An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

13. **ARTICLE 13. PERFORMANCE EVALUATIONS**

- 13.1. FORMS:** The Parties have agreed to an evaluation form which includes standards and procedures for employee evaluations and which is attached hereto as Appendix C, and incorporated as part of this Agreement by reference. Performance evaluations are corrective rather than punitive, although nothing in this Article shall preclude the District from noting on performance evaluations unsatisfactory work or making negative comments which may lead to or become the basis of discipline. Any marking of "unsatisfactory" or "needs to improve" shall, if applicable, be accompanied by specific recommendations for improvement and/or provision for assisting employees in meeting standards. All permanent employee evaluation shall be completed no later than May 5th with the exception of employees that are on or have recently returned (within 3 weeks) from extended leave.
- 13.2. EVALUATION SCHEDULE:** Probationary employees: at least once before the end of the employee's probation; Permanent employees: at least once a year before the end of the employee's work calendar. The evaluation cycle shall follow the evaluation handbook (See Appendix C).
- 13.3. PROCEDURE:** The employee's supervisor shall gather input from the immediate worksite supervisor, if applicable (to include lead bargaining unit employees) and co-evaluator (if applicable) prior to presentation and discussion with the employee. The evaluator shall present the performance evaluation report to the employee and shall discuss it with them. The employee shall be given ten (10) working days to respond in writing to the evaluation before it is placed in the employee's personnel file. If received within 10 working days, the response shall be attached to the evaluation before it is placed in the file. Personnel Services shall review completed evaluations and any attached documentation.
- 13.4. EMPLOYEE RIGHTS:** Only the evaluation procedures and not the contents of an evaluation shall be subject to the grievance procedure of this Agreement.

14. ARTICLE 14. DISCIPLINE

- 14.1. DEFINITION:** For purposes of the procedures set forth herein, discipline is deemed to be suspension, reduction in class, demotion, or termination.
- 14.2. PROGRESSIVE DISCIPLINE:** The purpose of progressive discipline is to remediate unsatisfactory performance or behavior. Discipline may begin at any level depending upon the severity of the offense. Progressive discipline may include the following levels.
- 14.2.1. Level I:** A verbal warning shall be delivered in a meeting where a site or District administrator meets with the unit member to discuss

unsatisfactory performance or behavior. The unit member may request MCCE representation for the meeting. The administrator shall maintain a record of the warning.

- 14.2.2. Level 2: A written warning shall be delivered in a meeting where a site or District administrator meets with the unit member to discuss unsatisfactory performance or behavior. The unit member may request MCCE representation for the meeting. Written warnings shall be signed by the unit member and placed in the site file. The unit member may respond in writing and have that writing attached to the warning no later than 10 days and placed in the site file for a period of 12 months from the date of issuance.
- 14.2.3. Level 3: A written reprimand shall be delivered in a meeting where a site or District administrator meets with the unit member to discuss unsatisfactory performance or behavior. The unit member may request MCCE representation for the meeting. A written reprimand shall be signed by the unit member and placed in the personnel file. The unit member may respond in writing and have that writing attached to the reprimand no later than 10 days and placed in the personnel file.
- 14.2.4. Level 4: A unit member may be suspended with or without pay, or have other corrective disciplinary action(s) consistent and appropriate for the type and severity of the offense.
- 14.2.5. Level 5: A unit member may be terminated for serious or repeated violations.

14.3. CAUSE FOR DISCIPLINE: Discipline shall be imposed on permanent employees in accordance with the terms of this section and for just cause, consistent with and subject to provisions of the Education Code, if any. Any of the following shall constitute grounds for discipline of a bargaining unit employee, but the imposition of discipline shall not be limited to these grounds:

- 14.3.1. Incompetence, inefficiency, inattention to or dereliction of duty, job abandonment (absence without leave for 3 days or more), abuse of leave (improper or unauthorized use of leave), lack of ability or failure to perform the assigned duties in a satisfactory manner.
- 14.3.2. Insubordination, failure to obey reasonable direction or observe reasonable rules of School District management supervisors, or willful and/or persistent violation of provisions of District Policies and/or the Education Code.

- 14.3.3. Conviction (as defined in the Education Code) of any felony, conviction of a misdemeanor involving moral turpitude; dishonesty harmful to public service, immoral conduct harmful to public service, intoxication on duty, use of narcotics, or fraud in obtaining employment with the District.
- 14.3.4. Political activity during the assigned hours of duty.
- 14.3.5. Persistent discourteous treatment of the public or of fellow employees or other willful failure of good conduct tending to injure the public service.
- 14.3.6. Absence from duty without authorization, including excessive tardiness.
- 14.4. LETTERS OF REPRIMAND:** Prior to a written reprimand, other than as part of a scheduled performance evaluation, being placed in a bargaining unit employee's personnel file the affected bargaining unit employee shall have the right to a conference with the management supervisor issuing the reprimand. The bargaining unit employee may, at the bargaining unit employee's request, be represented by the Union at this conference.
 - 14.4.1. The employee shall have ten (10) days from receipt of the reprimand to file a written rebuttal which shall be attached to the reprimand if it is placed in the bargaining unit employee's personnel file. This ten-day (10) time limit may be waived by mutual and written agreement of the parties.
- 14.5. IMMEDIATE SUSPENSION:** Notwithstanding any of the above provisions, the parties agree that in circumstances where the conduct of a bargaining unit employee is reasonably believed by the District to constitute a threat to the person or property of the District, its employees or students, an immediate suspension with written notice is required at the time of the suspension. Whether or not such suspension should have been with, or without, pay shall be decided by the hearing officer or the Board of Education whichever is applicable. As soon as practical after the suspension, the bargaining unit employee shall be entitled to a conference with the Assistant Superintendent of Personnel who has the authority to adjust the dispute.
- 14.6. SEX OR NARCOTICS OFFENSE:** Notwithstanding any of the foregoing, a bargaining unit employee charged with the commission of any sex offense as defined in Section 44010 of the Education Code, or any narcotics offense as defined in Section 44011 of the Education Code, may be suspended as provided for in Section 45304 of the Education Code.
- 14.7. NOTIFICATION REQUIREMENTS FOR DISMISSAL:** In taking disciplinary action against a permanent bargaining unit employee under this

section, a written notice of proposed discipline shall be personally served on the bargaining unit employee or served by certified mail, return receipt requested, at least ten (10) calendar days prior to the effective date of the proposed action. The notice of proposed discipline shall contain:

- 14.7.1. A description of the proposed action and its effective date;
- 14.7.2. A statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
- 14.7.3. Copies of materials, if any, in the possession of the District and on which the proposed action is based;
- 14.7.4. A statement of the bargaining unit employee's right to a hearing regarding the charges, as provided for below;
- 14.7.5. A statement of the employee's right to be represented during this procedure;
- 14.7.6. Prior to disciplinary action being recommended to the Board of Education, the employee shall be entitled to meet with the Assistant Superintendent of Personnel Services in an attempt to resolve the matter and thereafter with the Superintendent. The employee must request a meeting with the Assistant Superintendent of Personnel Services within three (3) calendar days of notification as set forth in 14.3. If the employee wants to meet with the Superintendent, the employee must notify the Assistant Superintendent of Personnel Services during the meeting with the Assistant Superintendent of Personnel Services.

14.8. RECOURSE TO HEARING OFFICERS: Should disciplinary action be recommended to the Board of Education, the Union shall have the right to refer such action to an impartial hearing officer selected by mutual agreement. The effective date of the proposed disciplinary action shall be held in abeyance pending the decision of the hearing officer.

- 14.8.1. **FAILURE TO AGREE ON AN OFFICER:** If the District and the Union cannot agree upon a hearing officer, the American Arbitration Association will be requested to supply a list of five (5) names. Each party will alternately strike from the list until only one name remains. The order of striking will be determined by lot. The District and the Union equally will share the cost, if any, of the hearing officer. The issues to be submitted to the hearing officer are as follows: Is the proposed discipline for just

cause, or was (employee's name) disciplined for just cause (whichever is appropriate). If not to what remedy, if any, is (employee's name) entitled?

14.8.2. EFFECT OF FAILURE TO APPEAL: Failure of the Union to appeal the decision to the Board of Education shall make the decision of the hearing officer final and binding.

14.9. APPEALS: The Union or the bargaining unit employee may appeal the decision of the hearing officer to the Board of Education by filing a written response to the decision with the Board of Education clearly stating the reasons for appeal. This response must be filed with the Board of Education within fourteen (14) calendar days of the receipt of the hearing officer's decision. The Board of Education shall review the decision of the hearing officer based on the transcript of the hearing. The decision of the Board of Education is final.

14.10. LOCATION MONITORING: Security cameras, district issued phones, radios, school visitor management systems, dash cameras, videos and/or GPS shall not be utilized to monitor or review unit members unless there is a legitimate investigation pertaining to conduct contrary to the law or District policy. Any such recording or review must be initiated by filing a written communication with the Personnel Services Department and include information on the nature, scope, and level of action to be taken. Video footage, school visitor management systems, or GPS data shall not be used for employee evaluation, supervision, or surveillance. If employee discipline is based on such video evidence, the employee, the Association President or the Field Representative upon request, shall have access to video/audio footage. The employee will be provided with all rights set forth in the Agreement, District policy, and the law.

14.10.1. Every employee that arrives on campus after 4:30 must sign in and out using school visitor management systems.

14.10.2. Every employee that is NOT permanently assigned to the site must sign in and out using school visitor management systems, this includes all itinerant employees.

15. ARTICLE 15. LAYOFF, REDUCTION IN HOURS IN LIEU OF LAYOFF AND REEMPLOYMENT RIGHTS

15.1. REASONS: Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by the length of service.

- 15.1.1. **LENGTH OF SERVICE:** For purposes "length of service" means all hours in paid status, whether during the school year, a holiday, recess, or during any period that a school is in session or closed, but does not include any hours compensated solely on an overtime or extra hour basis.
- 15.1.2. **ORDER OF LAYOFF:** The employee who has been employed the shortest time in the classification shall be laid off first. Reemployment shall be in the reverse order of layoff.

15.2. DEFINITIONS.

- 15.2.1. **RETENTION LISTS:** Classified employees, probationary and permanent, listed in order of seniority and by class and classification. The most senior employee is to be listed first
 - 15.2.2. **SENIORITY:** The length of time of uninterrupted service of an employee in the classified service of the District, except that employees who are reinstated under the Education Code guidelines or contractual procedures as well as employees on approved paid or unpaid leaves shall not be considered as an interruption/break in service. Seniority shall be computed on the basis of the number of hours worked in a paid status excluding extra duty and overtime.
- 15.3. REEMPLOYMENT:** Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants.
- 15.3.1. **VOLUNTARY DEMOTIONS OR REDUCTIONS:** Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the class still apply.
 - 15.3.2. **OFFERS:** Offers of reemployment shall be made in reverse order of layoff as vacancies occur in classifications for which the laid-off employee is qualified. Individuals on a reemployment list shall have three (3) days to respond to a verbal offer of reemployment which, if declined, will be followed by a written verification of the refusal, or five (5) days to respond to a written offer sent by certified mail, beginning with the day it is deposited in the U.S. Mail to the most recent address supplied to the District by the employee. Failure to respond within the time specified, two

(2) refusals of employment or a failure to return to work on the designated date shall cause the individual's name to be permanently removed from the reemployment list. It is understood that an employee cannot exercise one refusal and then immediately demand a position different from the position offered if more than one position is available at the time an offer of employment is made. An employee who elects separation in lieu of displacement or who voluntarily accepts transfer to a vacant position in another classification without exercising displacement rights, shall maintain their reemployment rights under this Article.

15.4. RETENTION LISTS: The Assistant Superintendent, Personnel Services shall establish and maintain retention lists for all classifications and classes. These lists are to be updated from time to time to ensure their accuracy and availability.

15.5. PROCEDURE FOR LAYOFF

- 15.5.1. When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before March 15 informing them of their layoff effective at the end of such school year, of their displacement rights, if any, and of their reemployment rights.
- 15.5.2. When, as a result of a reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff on or before March 15 informing them of their layoff effective at the end of such school year, and informed of their displacement rights, if any, and of their reemployment rights.
- 15.5.3. Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the notice required by subsections 15.5.1 or 15.5.2 hereof.
- 15.5.4. Upon receipt of notice of layoff, the employee must notify their supervisor and the Personnel Office within five (5) working days whether or not they are electing to exercise their displacement rights outlined in the contract and Education Code provisions; the notice must be in writing.

- 15.5.5. **DISPLACEMENT RIGHTS:** An employee laid off from their present classification may displace an employee into the next equal (prioritized by the following criteria: position then calendar then hours then seniority) or lower classification in which the employee has greater seniority considering the employee's seniority in that classification and any higher classification in which the employee has served. The employee being displaced has the same seniority displacement rights and may exercise them in accordance with these rules as though they were being laid off.
- 15.5.6. Any employee going to a lower classification pursuant to this rule shall receive the maximum of the salary range of the lower classification, provided that such salary is not greater than the salary received in the rehire position.
- 15.5.7. In all cases where an employee elects to exercise their displacement rights and move to a lower classification in lieu of layoff, their name shall be placed on a layoff list for the position from which they moved.
- 15.5.8. In computation of seniority, all service within a classification plus higher classifications shall count as seniority within the classification.
- 15.5.9. Employees on layoff lists shall be eligible to compete in promotional or open and promotional examinations for which they qualify.
- 15.5.10. **NOTICE TO THE UNION OF LAYOFF OR REDUCTION IN HOURS IN LIEU OF LAYOFF:** Layoffs of bargaining unit members shall be subject to written notice to the Union at least two (2) calendar weeks prior to consideration of the proposed action by the Board of Education. Following the request of the Union within such two (2) week period, the parties shall meet, prior to Board action, to discuss effects of layoffs or alternatives to the reduction in hours.
- 15.6. **REDUCTION IN HOURS:** Reduction in hours of positions and the voluntary reduction in hours of employees in lieu of layoff thus affected shall be treated in the same manner as a layoff under this Agreement, including giving notice under Section 15.5.10.
- 15.7. **SENIORITY:** A bargaining unit seniority list will be provided to the Union annually during the month of January as well as an updated seniority list of affected employees facing layoff or reduction in hours to be provided during the requested meeting outlined in 15.5.10. Any dispute over computation of seniority or displacement rights shall be subject to the grievance procedures contained in Article 16. The fifteen (15) day time period for filing said grievance shall start

when the affected employee(s) is served the notice of layoff. The District shall include in the notice the following phrase "you have fifteen (15) days from the service of this notice to file a grievance with regard to the computation of your seniority hours."

- 15.8. WAIVER:** The adoption of these procedures represents a complete waiver of any and all further rights of the Union and/or employees to negotiate concerning layoffs, reduction in hours in lieu of layoff, reduction in hours, or the effects of any of these actions.

16. ARTICLE 16. GRIEVANCE PROCEDURE

- 16.1. DEFINITION:** A grievance shall mean a written complaint by an employee, group of employees covered hereby or by the Union that there has been an alleged violation, misinterpretation or misapplication of a provision of the Agreement except where there is in this Agreement a specific stipulation that an Agreement provision is exempted from the grievance process. Where an employee files a grievance which affects other similarly situated employees, such other employees may indicate their position on said grievance by means of a signed petition which may either be attached to the grievance or separately submitted.

- 16.2. GENERAL PROVISIONS:** Every employee shall have the right to present grievances in accordance with these procedures with or without representation. Nothing contained in this Article shall be construed to prevent any individual employee from discussing a problem with an agent of the District and having it resolved without intervention or representation by the Union representatives.

- 16.2.1. TIME LIMITS:** The failure of the grievant or the grievant's representative to act within the prescribed time limits stated in this Article will act as a bar to any further appeal. The failure of the District or its agent to give a decision within the time limits shall permit the grievant to proceed to the next step.

- 16.2.2. NOTICE TO THE UNION:** In any instance where the Union is not participating in a grievance, the Union will be notified of and given the opportunity to file a response to the disposition of the grievance.

- 16.2.3. SETTING OF HEARINGS:** Hearings and conferences under this procedure shall be conducted at a time and place which will afford an opportunity for all persons entitled to be present to attend and will be held insofar as possible, after the regular workday of personnel involved. When such hearings and conferences are held at the request of the District during the regular workday all employees whose presence is required shall

be released without loss of pay for those hours they are required to attend such hearing or conference. This provision shall apply to the grievant and their representative if that representative is an employee. The District will not release without loss of pay more than one representative per grievance. Any investigation or other handling or processing of any grievance by a grievant or the grievant's representative shall be conducted so as to result in no interference with or interruption whatsoever of the normal operations of the District.

16.3. LEVELS IN THE GRIEVANCE PROCEDURE

- 16.3.1. **INFORMAL LEVEL:** Before filing a formal written grievance, the grievant(s) shall attempt to resolve the grievance by an informal conference with the immediate supervisor, who has the authority to grant relief. The grievant may request representation during this stage of the grievance procedure as provided by applicable law.
- 16.3.2. **FIRST LEVEL:** Within fifteen (15) of the grievant's assigned work days from the date of the event's occurrence giving rise to the grievance, the grievant must file in writing with their immediate supervisor a Report of Grievance. This report must describe the event giving rise to the grievance, must list the specific provisions of this Agreement that were allegedly violated, and must state the remedy sought by the grievant. The grievant must sign the Report of Grievance. The grievant's immediate supervisor must respond with a written decision within fifteen (15) working days following the receipt of the grievant's Report of Grievance.
- 16.3.3. **SECOND LEVEL:** In the event that the grievance is not considered by the grievant to be satisfactorily resolved at the first level, the grievant may appeal to the Superintendent or designee, transmitting to the Superintendent's office, within fifteen (15) working days following receipt of the Level 1 reply or fifteen (15) days from the date such reply was due, a copy of the original Report of Grievance and a copy of the Level 1 reply, if any, with the notation that the grievant is appealing to Level II. The Superintendent or designee must respond with a written decision within fifteen (15) working days.
- 16.3.4. **THIRD LEVEL:** If the grievant is not satisfied with the written decision rendered at Level II, if any, and upon agreement of the Union, the grievant may within fifteen (15) working days following receipt of the Level II decision or fifteen (15) days from the date such reply was due, appeal to Level III by requesting that the grievance be submitted to impartial

binding arbitration. All such requests will be honored by the District. The District, within fifteen (15) working days after any appeal to Level III, shall request the American Arbitration Association or the State Mediation and Conciliation Service to provide a list of seven (7) arbitrators from which the District agent and the grievant or their representative shall strike alternately until only one (1) name remains. The remaining name shall be the arbitrator. All arbitration hearings shall be held within the boundaries of Menifee Union School District. Except as provided in Section 16.2 above, each party to the arbitration proceeding (or with respect to grievant, the exclusive representative) shall be responsible for compensating its own representatives and witnesses. The cost of the Arbitrator's services shall be shared equally between the parties. The Arbitrator, in rendering their opinion, shall not amend, modify, nullify, ignore, nor add to the provision of this Agreement. Their authority shall be limited to deciding only the issue or issues presented to them in writing by the District and the grievant or their representative, and the Arbitrator's decision must be based upon their interpretation of the meaning or application of the language of this Agreement.

17. ARTICLE 17. EMPLOYEE RIGHTS

- 17.1. ACCESS TO PERSONNEL FILE:** Without loss of pay but subject to reasonable regulations by the District, any member of the classified service (or their representative if authorized in writing to do so) may request to see the materials in their personnel file except for: ratings and reports which were obtained prior to the employment of the person, materials which were obtained by examination committee members who can be identified, materials which were obtained in connection with a promotional examination; or materials which lawfully may be required to be withheld from employees. The employee or their representative may obtain copies of such materials at their own expense. The employee should make an appointment to review these materials.
- 17.2. DEROGATORY MATERIALS:** Employees have the right to request the removal of derogatory materials from their personnel files that are older than five (5) years. Consideration of removal shall be subject to the District's discretion on a case-by-case basis.
- 17.3. NON-DISCRIMINATION:** The District and the Union agree that no employee hereunder will be discriminated against by the District or the Union on the basis of race, color, creed, age, sex, sexual orientation, national origin, union membership or activity, the exercise of rights or benefits provided by this Agreement or on any other unlawful basis.

18. ARTICLE 18. PROBATIONARY PERIOD

18.1. NEW EMPLOYEE: A new employee shall serve a probationary period of six (6) months or 130 paid service days in the classification before obtaining permanency.

18.1.1. DISCIPLINE: Such an employee may be disciplined at any time during the initial probationary period without being afforded those rights granted permanent employees. .

18.2. PROMOTED EMPLOYEE: An employee who has been promoted shall serve a probationary period of six (6) months or 130 paid service days in the higher classification before obtaining permanency.

18.2.1. DEMOTION: Such an employee may be demoted to their former class during the probationary period without the appeal rights afforded permanent employees; instead, they shall be notified in writing of the demotion. The days in a higher class for a probationary employee who has been promoted and who later returns to a lower class shall not be applied to a completion of the probationary period for the lower class, but the number of days served in the lower class in a regular position before promotion shall be counted toward the probationary period required for that class.

18.2.2. LAYOFF: Should a probationary employee be laid off for a lack of work or a lack of funds before completion of the probationary period, the time served shall be credited as part of the probationary period.

18.3. REEMPLOYED EMPLOYEE: A former employee reemployed as a permanent employee in a related class in which the employee has not previously served a probationary period, shall serve such a probationary period in that class.

18.4. EXTENSION OF PROBATIONARY PERIOD: Any probationary employee who is on a leave of absence for more than two (2) weeks during the initial probationary period shall have it extended by the Assistant Superintendent, Personnel Services or designee to such time as will provide for a six-month period.

19. ARTICLE 19. CONCERTED ACTION

19.1. NO CONCERTED ACTION PLEDGE: It is expressly agreed by both parties that there will be no strike, work stoppage, slowdown, job action, picketing or refusal or failure to perform fully and faithfully all job functions and responsibilities, nor will there be any concerted action or other interference with

the operations of the District, by the Union or by its officers, agents or members during the term of this Agreement, including compliance with the request of other union organizations to engage in such activity. Nothing in this Article is intended to inhibit the exercise of constitutionally protected rights or rights guaranteed by the Rodda Act.

19.2. UNION OBLIGATION: The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, concerted action or other interference with the operations of the District by employees who are represented by the Union, the Union agrees to use all means within its power to cause such employees to cease such action.

19.3. VIOLATION OF PLEDGE: It is understood by the parties that any employee violating this section may be subject to discipline, including termination, by the District.

19.4. NO LOCKOUT: The District agrees that it will not lockout any employees covered hereby during the term of this Agreement.

20. ARTICLE 20. DRESS CODE

20.1. CUSTODIAL, NUTRITION SERVICE, MAINTENANCE AND TRANSPORTATION PERSONNEL: Employees are required to wear protective footwear. Footwear must be closed toe, non-skid/slip resistance and be made of nonpermeable material such as leather or vinyl (no canvas or mesh).

20.2. DRESS CODE FOR EMPLOYEES: Bargaining unit employees shall be neat, clean, well groomed, and appropriately clothed at all times (No clothing that is skin tight, baggy, have tears, rips, holes and/or frayed fabric). Staff shall wear appropriate footwear, according to their positions. Positions may be required to wear and maintain District issued uniforms. (i.e., Staff that are working outside may choose to wear shorts that are no more than four (4) inches above the top of the knee, if appropriate to the work related task). Reasonable regard will be given to the nature of an employee's work assignment and responsibility.

20.3. DISCIPLINARY ACTION: Before any disciplinary action is taken under this Article, the District, the Union and the employee involved shall meet to discuss the concerns of all parties as well as establish a time frame for improvement/resolution of the issue(s).

21. ARTICLE 21. POSITION CLASSIFICATION

- 21.1. CLASSIFICATION:** All positions included by the Board of Education which are not exempt from the classified service by law shall be a part of the classified service. All employees serving in classified positions shall be known as the classified service. The Board shall classify all such employees and their positions.
- 21.1.1. The Board shall establish and maintain a classification plan for all positions in the classified service. Classes shall be placed in groups according to similarity of general occupational nature and, within groups, shall be listed in series by specific occupation.
- 21.1.2. **CLASS SPECIFICATIONS:** For each class of positions as initially established or subsequently approved by the Board, a class specification shall be established containing the following:
- 21.1.2.1. The official class title and salary range;
- 21.1.2.2. A definition of the class, indicating the specific duties and responsibilities and placement within the organizational scheme; a statement of typical tasks to be performed by persons holding positions allocated to the class, which is explanatory and not restrictive; a statement of the minimum qualifications for service in the class which may include, but are not limited to education experience, knowledge, skills and ability., any desirable additional qualifications; a statement of characteristics differentiating the class from other related or similar classes, if necessary or required;
- 21.1.2.3. License or other special requirements for employment or service in the class;
- 21.1.2.4. Whether the classification is normally open, promotional or a combination thereof.
- 21.1.3. **ALLOCATION OF POSITIONS TO CLASSES:** Each bargaining unit position shall be placed in a classification with a designated title, and shall have a regularly assigned minimum number of hours per week, days per week, and weeks/months per year; a statement of the specific duties to be performed in each such position; and a regular monthly salary range.
- 21.2. UNRELATED DUTIES:** Whenever the duties actually performed by an employee in a position are not actually reflected in, or reasonably related to, the specific statement of duties required to be performed as set forth in the job

description for the position, but are in a higher class or step than those duties, the employee may be reclassified or granted pay for work out of classification.

21.3. PAY FOR WORK OUT OF CLASSIFICATION: Where the duties performed are not fixed and prescribed for the position or reasonably related to those fixed and prescribed for the position, but are in a higher class or step; and where those or similar duties will not be extended or needed on a continuing basis after their completion; and provided that the assignment is for a period of at least five (5) working days in a 15 day sequence, the employee shall be entitled to an upward salary adjustment at the minimum rate established for the higher classification or a 5% increase, whichever is greater. The employee's salary shall be adjusted upward for the entire period in which they are required to work out of classification. It is the intent of this section to permit the District to temporarily work bargaining unit employees outside their normal duties, but in so doing to require that some reasonable additional compensation be provided to the employee during such a temporary assignment.

In the event that the District hereafter creates a new job classification to which this Agreement applies, the District and the Union shall meet to negotiate with regard to whether or not such position is to be included within the bargaining unit and the rate of pay to be assigned to such position if the parties agree that the position is to be included within the bargaining unit. In the event there is a dispute as to whether or not the position is to be included within the bargaining unit, either party may petition the Public Employment Relations Board for a unit clarification. If there is a dispute as to the appropriate rate of pay, the parties shall meet and negotiate regarding the dispute.

If the District proposes to abolish a position or classification, it shall notify the Union in writing in advance of the effective date of such action.

21.4. CATEGORIES OF EMPLOYMENT/SHORT-TERM EMPLOYEES

21.4.1. DEFINITIONS. Employees fall into the following categories:

21.4.1.1. PERMANENT PROBATIONARY: An employee in a permanent position who has not completed probation.

21.4.1.2. PERMANENT REGULAR: An employee in a permanent position who has completed probation.

21.4.1.3. SUBSTITUTE: An employee filling in for a Permanent employee who is absent from their duties.

21.4.1.4. SHORT TERM: Employees providing a service upon the completion of which the services required or similar services will not be extended or needed on a continuing basis.

21.5. SHORT TERM EMPLOYEES: Such temporary, short-term positions shall not exist for more than seventy-five percent (75%) of the school year. If a temporary or short-term position is utilized for more than seventy-five percent (75%) of the school year, the position shall become a bargaining unit position and shall be posted as a vacancy in accordance with these and any internal rules.

21.5.1. Persons employed in temporary or short-term positions as defined above shall not be considered bargaining unit employees.

21.6. RESPONSIBILITY TO REPORT SUCH POSITIONS: The site administrator or supervisor utilizing the temporary or short-term employee shall notify the Union, in writing, via the Assistant Superintendent of Personnel Services or designee of any temporary or short-term position that has existed for more than thirty (30) calendar days.

22. ARTICLE 22: TRANSPORTATION:

22.1. Definitions:

22.1.1. **Regular Driver:** A regular driver, as used herein, refers to a regular full time or part time bus driver regularly assigned to one or more routes or assignments.

22.1.2. **Substitute Driver:** A substitute driver is a driver, other than a regular driver, assigned to a run or a route when there is a vacancy or a regular driver is absent or assigned to other duties.

22.1.3. **Seniority:** For this Article, seniority shall be based on date of hire in classification.

22.1.4. **Basic Daily Assignment:** Basic daily assignment is that route or combination of routes assigned to a given driver which constitutes the driver's designated regular minimum number of assigned hours per day.

22.1.5. **Permanent Route:** Permanent route is a given route assigned to a regular driver.

22.2. Routes Subject to Bid: The Manager assigned to Transportation shall determine which routes will be bid annually before the start of school. In general, all routes will be available for bid including those which have particular geographic or

driver qualification requirements. Routes, which are not subject to bid, shall be posted when vacant in order that drivers may indicate an interest in them; however, selection of drivers for such routes shall be by seniority.

- 22.3. Vacancies:** When, during a school year, a permanent route subject to bid is vacant or when a new permanent route is established, the vacancy shall be put up for bid within ten (10) days. The criteria the Manager assigned to Transportation will use for such selection shall include, seniority, driver qualifications and, where applicable, whether a bargaining unit member is willing to change routes, if necessary.
- 22.4. Extra Trip/Duty Driving Assignments including ESY:** Extra trip driving assignments shall initially, on a school year basis, be offered in order of driver seniority to all drivers. Thereafter, such offers shall be made on a rotational basis in such a manner as to distribute extra time opportunities as equally in hours as is practicable. If a driver declines an extra trip driving assignment, said driver shall lose his/her turn in rotation. A substitute bus driver or contracted transportation vendor may be utilized if all available qualified drivers decline the extra duty assignment.
- 22.5. Bus Driver Probationary Period:** Notwithstanding any other section herein, newly-hired bus drivers shall serve a probationary period of six (6) months from date of employment. New drivers must complete their probationary period before being placed on the extra trip list. When a driver is first placed on such a list, they will be credited with the average number of hours of drivers on said list. Prior to being added to the extra trip list, a driver must display proficiency per Title 13 of the California Code of Regulations, Section 1229 and Section 40087 of the Education Code. Proficiency and competency determinations will be made by a District Bus Driver Trainer. If the Driver does not meet the proficiency and competency standards, they may appeal to request a second exam with the other District Bus Driver Trainer within 10 days.
- 22.6. Extra Trip Transparency:** Extra Trip Assignments shall be prominently posted, when applicable. Upon request, the Manager assigned to Transportation will supply an electronic analysis of all extra trip assignments.
- 22.7. Extra Time:** Extra work other than extra trips shall be assigned as equally as practicable based on seniority of available drivers. Extra work includes interior bus detailing and bus fueling. Each year, extra work during summer break shall be available for selection during the ESY bidding. If circumstances require, the Manager assigned to Transportation may assign any available driver.
- 22.8. Bus Driver Assignments:**

- 22.8.1. At the beginning of each school year all school bus drivers shall be provided with at least five (5) hours of paid in-service.
- 22.8.2. Drivers will be paid their actual driving time to schools and other designated locations outside the District.
- 22.8.3. Any run of twenty (20) consecutive working days or more, not included in the driver's original route, shall be put up for bid in the manner set forth above, when such runs become available.
- 22.8.4. Drivers may bid on extra trips which do not overlap their normal route assignments.
- 22.8.5. All extra trips shall be electronically numbered in the order received by the department. The Manager assigned to Transportation shall attempt to provide twenty-four (24) hours of advance notice for all weekday extra time, and forty-eight (48) hours of notice for all weekend extra time. If the Manager assigned to Transportation does not provide notice as set forth above, the driver to whom the extra time is offered may decline said offer and said driver shall not lose his/her turn in the rotation.
- 22.8.6. Drivers on extra trips who are required to remain for the duration of the event for which the trip is made shall be paid for all standby hours at the regular rate of pay or overtime, if applicable. Thirty (30) minutes shall be assigned at the end of such trips for the purpose of cleaning the bus, fueling the bus, and paperwork.
- 22.8.7. Should the district need to reduce assigned hours of bus drivers resulting from bidding or fewer routes. The District and the Federation will meet and negotiate the effects of the reduction of hours.
- 22.8.8. There shall be a posting of regular daily assignments assigned to each route and bus driver on a daily basis.

22.9. Training:

- 22.9.1. Staff meetings shall be held for purposes of conducting in-service training, safety, policy development and discussion and such other matters as the Manager assigned to Transportation determines. These meetings shall be in a paid status. The district shall offer training to provide an opportunity for all drivers to qualify to drive all routes.

- 22.9.2. Any district meetings whereby a driver attains hours for his/her renewal, as required by the State of California, shall be in a paid status up to the minimum number of such hours required annually.
- 22.10. Employees' Lounge/Training Area:** An "Employees' Lounge/Training Area" shall be provided for drivers located within the confines of the transportation facility. A restroom, telephone facilities and space for a coffee pot shall be provided by the District. A refrigerator and vending machine may be installed by the District.
- 23. ARTICLE 23: SEVERABILITY:** Each section, part, term and provision of this Agreement shall be considered severable. If, for any reason, any section, part, term or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law of regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining portions, sections, parts, terms or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto. The invalid section part, term or provision shall be deemed not to be a part of this Agreement, and subject to immediate negotiation.
- 23.1. REPLACEMENT FOR SEVERED PROVISION:** In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- 24. ARTICLE 24. SUPPORT OF AGREEMENT:** The District and the Union agree that it is to their mutual benefit and to the benefit of the educational program and the pupils of the District to encourage the resolution of differences through the meet and negotiate process. Therefore, it is hereby agreed that the parties hereto will support this Agreement for its term.
- 25. ARTICLE 25. EFFECT OF AGREEMENT; ENTIRE AGREEMENT:** The specific provisions of this Agreement prevail over prior District practices and procedures (including Rules and Regulations of the Classified Service) and over State laws to the extent permitted by State law; however, in the absence of specific provisions in this Agreement, such District practices and procedures remain discretionary. This written Agreement sets forth the full and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior informal or formal agreements thereon. There are no valid or binding representations, inducements, promises or agreements, oral or otherwise, between the parties that are not embodied herein.
- 26. ARTICLE 26. COMPLETION OF MEET AND NEGOTIATE:** During the term of this Agreement, and except as provided in this Article and in Article 15, the Union

expressly relinquishes the right to meet and negotiate further, and agrees that the District shall not be obligated to meet and negotiate with respect to any matter, whether or not covered in this Agreement, even though such matters may not have been known or anticipated by the parties at the time they met and negotiated on and executed this Agreement, or even though such matters were proposed and later withdrawn.

Should the Meniffee Teachers Association receive a higher total compensation package, that percentage will be matched to reflect the higher amount and receive an equal percent increase to be used for salaries, columns, stipends, longevity, and/or benefits.

- 27. ARTICLE 27: TERMS OF AGREEMENT:** This agreement shall remain in full force and effect from July 1, 2024, up to and including June 30, 2027, and thereafter shall remain in effect year to year unless one of the parties notifies the other in writing no later than March 15 of the year in which the agreement would otherwise expire, of its request to modify, amend, or terminate this agreement. Sunshine proposals shall be submitted by April 1st of each year with up to three (3) articles from each party. Article 6: Wages and Benefits, is an automatic reopener for both parties.

Appendix A - Job Classification

MENIFEE UNION SCHOOL DISTRICT

CLASSIFIED CLASSIFICATIONS AND SALARY ASSIGNMENT - SALARY SCHEDULE 261

<u>CLASSIFICATION</u>	<u>ROW</u>	<u>CLASSIFICATION</u>	<u>ROW</u>
ACCOUNTING TECHNICIAN	29	MAINTENANCE FOREMAN	32
ACCOUNTING TECHNICIAN II	32	MAINTENANCE WORKER	29
ACCOUNTING TECHNICIAN I-FACILITIES	29	MECHANIC	23
ACCOUNTING TECHNICIAN II-FACILITIES	32	MIDDLE SCHOOL ATTENDANCE CLERK	15
***ACCOUNTING TECHNICIAN II-NUTRITION SERVICES	32	MIDDLE SCHOOL SECRETARY	21
BEHAVIOR INTERVENTION SERVICES SPECIALIST	49	NETWORK ENGINEER	41
BUS DRIVER	19	NOON SUPERVISOR CLASSIFIED	08
BUS DRIVER/TRAINER	22	NOON SUPERVISOR CLASSIFIED/CROSSING GUARD	08
BUYER	29	NUTRITION SERVICES ASSISTANT I	07
CAMPUS SUPERVISOR	08	NUTRITION SERVICES ASSISTANT II	09
CAMPUS SUPERVISOR/CROSSING GUARD	08	NUTRITION SERVICES ASSISTANT III	13
CERTIFIED OCCUPATIONAL THERAPIST ASSISTANT	33	NUTRITION SERVICES SITE SUPPORT LEAD	13
CROSSING GUARD	08	NUTRITION SERVICES DELIVERY DRIVER II	13
CUSTODIAN I	13	*NUTRITION SERVICES WAREHOUSE	16
CUSTODIAN II	15	TECHNICIAN/DELIVERY DRIVER	14
CUSTODIAN III	15	OFFICE CLERK	14
DELIVERY DRIVER I	13	PARAPROFESSIONAL I	12
DISTRICT LEAD CUSTODIAN	23	PARAPROFESSIONAL II	14
ENGLISH LEARNER AND ASSESSMENT TECHNICIAN	29	PARAPROFESSIONAL - SPECIAL EDUCATION	10
FACILITIES PLANNER	41	CLASSROOM SUPPORT	29
HEALTH SERVICES TECHNICIAN	12	PAYROLL TECHNICIAN	23
HVAC TECHNICIAN I	29	PERSONNEL TECHNICIAN I	29
HVAC TECHNICIAN II	35	PERSONNEL TECHNICIAN II	15
HVAC TECHNICIAN III	39	**PURCHASING CLERK	16
INSTRUCTIONAL AIDE I	08	REGISTERED BEHAVIOR TECHNICIAN	14
INSTRUCTIONAL AIDE III	10	REPROGRAPHICS CLERK	49
STUDENT SERVICES SPECIALIST	29	SCHOOL SOCIAL WORKER	19
INTERVENTION FACILITATOR	19	SCHOOL-COMMUNITY LIAISON	19
K-8 ATTENDANCE CLERK	15	SECRETARY II	25
K-8 LIBRARY/MEDIA TECHNICIAN	14	SECRETARY III	29
K-8 SECRETARY	21	SPECIAL EDUCATION TECHNICIAN	33
LIBRARY/MEDIA TECHNICIAN	14	SPEECH LANGUAGE PATHOLOGIST ASSISTANT	35
LICENSED VOCATIONAL NURSE (LVN)	25	STUDENT INFORMATION SYSTEMS SPECIALIST	17
<u>VACATION SCHEDULE FACTOR</u>		TECHNOLOGY AIDE	29
1 through 3 years = 1.00 day per month		TECHNOLOGY SUPPORT ANALYST II	09
4 through 9 years = 1.25 days per month		TRANSITIONAL KINDERGARTEN INSTRUCTIONAL AIDE	15
10 through 15 years = 1.50 days per month		TRANSLATOR/INTERPRETER	26
16 years + = 1.75 days per month		TRANSPORTATION TECHNICIAN	10
		VAN/AUTOMOBILE DRIVER	16
		WAREHOUSE TECHNICIAN	

Earned vacation shall not become a vested right until the completion of the initial six months of employment.

LONGEVITY STIPEND

Employees shall be eligible for the longevity stipend on July 1st of the year following their 10th and 20th anniversary of permanent employment.

STIPEND AMOUNTS - following 10th anniversary: \$600 annually for less than 4 hours a day, \$1,200 for 4.00 to 5.99 hours a day, \$1,800 annually for 6 or more hours a day.

STIPEND AMOUNTS - following 20th anniversary: \$1,200 annually for less than 4 hours a day, \$2,400 for 4.00 to 5.99 hours a day, \$3,600 annually for 6 or more hours a day.

HEALTH AND WELFARE

Family medical plan & \$10,000 employee life insurance premium not to exceed \$10,105.60 Effective 10-01-2014.

*Ratified by the Governing Board 7/25/2024 effective 7/01/2024; **Approved by the Governing Board 7/25/24, effective 7/26/24

***Approved by the Governing Board 3/11/25, effective 3/12/25

Appendix B - Salary Schedule

MENIFEE UNION SCHOOL DISTRICT CLASSIFIED SCHEDULE OF SALARY RATES

07/01/2024

Schedule ID: 261

Effective Date: 07/01/2024

Schedule Title: CL HOURLY RATES

Row	1	2	3	4	5	6	7	8
1	17.377	17.377	17.377	17.395	18.284	19.172	20.130	21.136
2	17.377	17.377	17.377	17.836	18.724	19.638	20.620	21.651
3	17.377	17.377	17.395	18.284	19.172	20.136	21.143	22.200
4	17.377	17.377	17.836	18.724	19.638	20.634	21.915	23.010
5	17.377	17.395	18.284	19.172	20.136	21.144	22.202	23.312
6	17.377	17.836	18.724	19.638	20.634	21.654	22.737	23.873
7	17.395	18.284	19.172	20.136	21.144	22.221	23.332	24.499
8	17.836	18.724	19.638	20.634	21.654	22.750	23.888	25.082
9	18.284	19.172	20.136	21.144	22.221	23.348	24.516	25.742
10	18.724	19.638	20.634	21.654	22.750	23.910	25.105	26.361
11	19.172	20.136	21.144	22.221	23.348	24.495	25.720	27.006
12	19.638	20.634	21.654	22.750	23.910	25.107	26.363	27.681
13	20.136	21.144	22.221	23.348	24.495	25.699	26.984	28.333
14	20.634	21.654	22.750	23.910	25.107	26.367	27.685	29.070
15	21.144	22.221	23.348	24.495	25.699	27.016	28.367	29.785
16	21.654	22.750	23.910	25.107	26.367	27.678	29.062	30.515
17	22.221	23.348	24.495	25.699	27.016	28.345	29.762	31.250
18	22.750	23.910	25.107	26.367	27.678	29.051	30.503	32.028
19	23.348	24.495	25.699	27.016	28.345	29.788	31.277	32.841
20	23.910	25.107	26.367	27.678	29.051	30.500	32.025	33.626
21	24.495	25.699	27.016	28.345	29.788	31.261	32.825	34.466
22	25.107	26.367	27.678	29.051	30.500	32.062	33.665	35.348
23	25.699	27.016	28.345	29.788	31.261	32.825	34.466	36.189
24	26.367	27.678	29.051	30.500	32.062	33.644	35.326	37.092
25	27.016	28.345	29.788	31.261	32.825	34.463	36.186	37.995
26	27.678	29.051	30.500	32.062	33.644	35.319	37.086	38.940
27	28.345	29.788	31.261	32.825	34.463	36.183	37.992	39.891
28	29.051	30.500	32.062	33.644	35.319	37.078	38.933	40.879
29	29.788	31.261	32.825	34.463	36.183	38.016	39.917	41.912
30	30.500	32.062	33.644	35.319	37.078	38.942	40.889	42.934
31	31.261	32.825	34.463	36.183	38.016	39.912	41.908	44.004
32	32.062	33.644	35.319	37.078	38.942	40.876	42.920	45.066
33	32.825	34.463	36.183	38.016	39.912	41.904	43.999	46.199
34	33.644	35.319	37.078	38.942	40.876	42.918	45.064	47.317
35	34.463	36.183	38.016	39.912	41.904	44.008	46.209	48.520
36	35.319	37.078	38.942	40.876	42.918	45.072	47.326	49.693
37	36.183	38.016	39.912	41.904	44.008	46.156	48.464	50.887
38	37.078	38.942	40.876	42.918	45.072	47.322	49.688	52.172
39	38.016	39.912	41.904	44.008	46.156	48.480	50.905	53.450
40	38.942	40.876	42.918	45.072	47.322	49.678	52.162	54.770
41	39.912	41.904	44.008	46.156	48.480	50.913	53.459	56.132
42	40.876	42.918	45.072	47.322	49.678	52.160	54.769	57.507
43	41.904	44.008	46.156	48.480	50.913	53.452	56.125	58.931
44	42.918	45.072	47.322	49.678	52.160	54.769	57.508	60.383
45	44.008	46.156	48.480	50.913	53.452	56.123	58.929	61.876
46	45.072	47.322	49.678	52.160	54.769	57.515	60.391	63.410
47	46.156	48.480	50.913	53.452	56.123	58.940	61.886	64.981
48	47.322	49.678	52.160	54.769	57.515	60.382	63.400	66.570
49	48.480	50.913	53.452	56.123	58.940	61.887	64.982	68.231

Appendix C- Evaluation (1 of 3)

Classified Employee Evaluation

Employee Name:

Job Title:

Site and Department:

Reviewer:

Review Date:

Evaluation Type:

☐ 3-Month Probationary

☐ 6-Month Probationary

☐ Annual

Service Rating	Definition
4	Above Expectations: Has a thorough understanding of the policies and/or procedures and consistently completes all related tasks accordingly in a manner which exceeds expectations for work performance in this area; demonstrates high level of proficiency in all of the competencies required for the task; demonstrates willingness to assume additional responsibilities for this and related tasks.
3	Meets Expectations: Understands the policies and/or procedures and maintains a competent and dependable level of performance on a consistent basis; overall work performance in this area is completely satisfactory; work performance demonstrates acceptable proficiency and competency in the skills and knowledge required for this task for the time in this position.
2	Area for Growth: May or may not fully understand the policies and/or procedures and expectations, but attempts to complete related tasks as expected; is meeting minimal requirements; demonstrates a moderate/limited level of proficiency in the skills and knowledge required for this task for the time in this position; improvement and/or additional training (if necessary) in this area is expected with immediate and noticeable growth in level of proficiency in fully meeting expectations.
1	Does Not Meet Expectations: May or may not understand the policy and/or procedure but regularly fails to complete or attempt to complete related tasks accordingly; has not kept pace with expectations for time in this position; successes are inconsistent and/or performance appears to be deteriorating or lacking in noticeable growth; demonstrates a minimal level of proficiency in the skills and knowledge required for this task; immediate improvement and or corrective action is expected and requires; in this area overall work performance is unsatisfactory.
N/A	Not Applicable

Appendix C- Evaluation (2 of 3)

Classified Employee Evaluation

Job Performance

Evaluation Item	Service Rating				
Category 1: Work Habits	4	3	2	1	N/A
1a: Organizes and uses resources to maximize productivity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1b: Demonstrates reliability and dependability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1c: Observes rules and practices to protect the safety of self and others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1d: Establishes an orderly work environment that enhances job effectiveness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1e: Adapts to new challenges and changes in the work situation and environment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments : <i>Enter examples to support employee performance ratings in each area and/or provide specific examples where the employee may need improvement. This section is fillable and will insert lines as needed.</i>					
Category 2: Quality of work	4	3	2	1	N/A
2a: Demonstrates knowledge and skill to perform job responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2b: Demonstrates initiative in completing job responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2c: Demonstrates efficiency and productivity in completing job responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2d: Demonstrates problem-solving and decision-making skills in completing job responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					
Category 3: Quality of Work Relationships	4	3	2	1	N/A
3a: Fosters communication for purposes of collaboration on work assignments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3b: Participates as a cooperative and productive team member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3c: Shows courtesy and respect in interactions with people to establish harmonious work relationships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					
Category 4: Professionalism	4	3	2	1	N/A
4a: Knows and adheres to federal and state laws and regulations pertaining to employment and education, Board of Education policies, Collective Bargaining Agreements, and school rules	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4b: Exhibits behaviors that indicate commitment to the students, co-workers, parents, District and community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4c: Pursues professional growth and development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					

Appendix C- Evaluation (3 of 3)

Classified Employee Evaluation

Category 5: Leadership Skills (Classified employees in leadership positions only)	4	3	2	1	N/A
5a: Exhibits ability to plan, allocate, and direct, lead and/or coordinate personnel and resources effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5b: Assists in facilitating the development or growth of employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5c: Promotes an environment that fosters positive employee morale	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5d: Encourages the development of employees through appropriate training opportunities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					

Performance Summary
Growth has been shown in the following areas:
Recommended areas for growth:
What additional training would benefit the employee:
Additional comments:

Supervisor Recommendation for Probationary Employees:

- ☐ Employee has successfully met the 6-month probationary period
☐ Employee has not successfully met the 6-month probationary period

The signature below is only to certify we have read and discussed this evaluation and copies have been provided.

_____	_____	_____	_____
Employee Signature	Date	Supervisor Signature	Date

*Signing above does not indicate agreement with the content of the evaluation. You have the right to respond to this evaluation within ten (10) working days to present information or arguments rebutting this evaluation. If you do so, your response will be attached to this notice. Only the evaluation procedures and not the contents of an evaluation shall be subject to the grievance procedure.

Appendix D- Grievance Form

MENIFEE COUNCIL OF CLASSIFIED EMPLOYEES LEVEL I GRIEVANCE FORM

Grievant Name_____ Date grievance occurred_____

Site_____ Classification_____ Date of filing at this level_____

Date of Level I Grievance meeting_____

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

1. Contract provision(s) alleged to have been violated: Article_____ Section_____

Article_____ Section_____ Article_____ Section_____

2. Date of informal conference with Manager_____

Outcome of informal conference with Supervisor:

3. Circumstances giving rise to grievance:

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

5. Remedy/remedies sought by Grievant:

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

Signature of Grievant_____ Date_____

Signature of MCCE Grievance Officer_____ Date_____

Print name of Grievance Officer_____ Site_____

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

Signature of Supervisor/Manager_____ Date_____

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



Meniffee Union School District

Certified Sick Leave Bank Deposit

Request

Members wishing to enter the Bank will be required to donate one (1) day during the open enrollment period in the year they join regardless of the total number of days in the Bank.

Following the initial enrollment, an employee may only join the Bank during the annual open enrollment period during the month of September. Employees hired after September 1 will have an open enrollment period of thirty (30) days following the date of hire.

An employee who wishes to donate sick leave shall submit a “Certified Sick Leave Bank Deposit” form to the Personnel Office. This form authorizes the donation to the Bank. No withdrawal shall be made until approved by the Joint Catastrophic Sick Leave Bank Committee.

Donations of sick leave days to the Bank shall be irrevocable. Sick leave which is donated under this section shall be deducted from accrued sick leave authorized.

By signing the form, you agree to a yearly contribution from year to year until canceled by the employee by submitting the Catastrophic Leave Opt-Out form.

The signing of this agreement confirms the understanding that the donation of sick leave is voluntary. It also confirms that the employee also agrees to indemnify and hold the Committee, the District, and the Union harmless from any claims, demands, or causes of action related to the donation or to the granting or denial of any leave.

I hereby deposit to the Catastrophic Leave Bank. I understand I am bound by the terms of the Classified Contract regarding this transaction.

Date: _____

Name: _____ Employee #: _____

Work site: _____

Signature: _____ Date: _____

Please submit to the Personnel Office

Appendix E- Castastrophic Leave Bank (2 of 4)



Meniffee Union School District **Catastrophic Leave Bank Opt-Out**

I hereby wish to revoke my authorization to deposit into the Catastrophic Leave Bank. I understand I will no longer be a member of the Catastrophic Leave Bank nor will any days contributed be refunded to me. If the request is made after open enrollment the change will take place in the following school year.

Date: _____

Name: _____ Employee #: _____

Work site: _____

Signature: _____ Date: _____

Please submit to the Personnel Office

**Menifee Union School District
Catastrophic Leave Request**



To be an eligible participant of the Catastrophic Sick Leave Bank, a bargaining unit employee must donate one (1) day of sick leave during the open enrollment period.

A catastrophic injury or illness shall be defined as: a serious injury or illness as determined by the Committee which shall incapacitate an employee for an extended period of time (in excess of sixty (60) consecutive calendar days) based upon competent medical opinion

The first fifteen (15) days of illness or disability must be covered by the employee's own sick leave, differential pay or leave without pay. After fifteen (15) days, employees who have exhausted their sick leave but still have differential leave available are eligible for a withdrawal from the Bank.

Leave from this Bank may not be used for illness or disability for which the employee is receiving Workers' Compensation benefits.

The maximum number of days allowed for a member of the Bank for a single catastrophic injury/illness shall not exceed forty (40) work days. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole or in part.

The employee who receives leave from the Bank shall furnish all requested medical information deemed necessary by the Joint Catastrophic Sick Leave Bank Committee. The Committee determines whether the injury or illness is catastrophic as well as the employee's eligibility to receive donated leave under this section.

I hereby request to withdraw sick days from the Catastrophic Leave Bank. I understand I am bound by the terms of the Classified Contract regarding this request.

Date: _____

Name: _____ Employee #: _____

Work site: _____

Number of days requested: _____

Signature: _____ Date: _____

Please attach any medical information to determine eligibility to receive donated leave.

Submit to the MCCE Union President to present to the Joint Catastrophic Sick Leave Bank Committee

For Committee use only:

☐ verified applicant donation to the Catastrophic Leave Bank

☐ applicant available sick leave

☐ applicant available vacation

☐ approved

☐ denied



Meniffee Union School District

Catastrophic Leave Appeal for Reconsideration

An employee dissatisfied with any action taken or decision made by the Committee concerning the Catastrophic Leave Plan, may submit a request for an appeal for reconsideration with additional supporting documentation.

No request for appeal shall be considered by the Committee unless the request for appeal is submitted no later than ten (10) days after the action or decision in question.

Date: _____

Name:_____ Employee #: _____

Work site: _____

Please provide a reason for the appeal to reconsider the decision made by the Committee (please be sure to include specific details and further documentation). Attach additional pages to this form for consideration.

Signature:_____ Date: _____

Submit to the MCCE Union President to present to the Joint Catastrophic Sick Leave Bank Committee

Appendix F- Dues Deduction Form (1 of 2)



Home » Menifee Council of Classified Employees

Menifee Council of Classified Employees

AFT Local Union Name (hereafter referred to as "The Local")

Menifee Council of Classified Employees

Local Number

6109

First Name

Last Name

Date of Birth

Month Day Year

Job Title

Work Location

Contact Information

Non-Work Phone

Non-Work Email

Work Phone

Home Address

Street / P.O. Box

City

State

ZIP

Appendix F- Dues Deduction Form (2 of 2)

☐ I hereby request and voluntarily accept membership in The Local and I agree to abide by its Constitution and Bylaws. I authorize The Local to act as my exclusive representative in collective bargaining over wages, benefits, and other terms and conditions of employment with my employer.

AUTHORIZATION FOR DUES WITHHOLDING FROM EARNINGS *

☐ I hereby request and voluntarily authorize my employer to deduct from my earnings and pay over to The Local the regular monthly dues uniformly applicable to members of The Local. This authorization will remain in effect and shall be irrevocable unless I revoke it by sending written notice to The Local during the period not less than 30 days and not more than 45 days before 1) the annual anniversary date of this agreement or 2) the date of termination of the applicable contract between the employer and The Local, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless I revoke it in writing during the window period, irrespective of my membership in The Local. Union dues may not be deductible for federal income tax purposes; however, under limited circumstances dues may qualify as a business expense.

Signature *

[Clear signature](#)

Date

Month

Day

Year



Committee On Political Education

SUPPORT THE UNION'S COMMITTEE ON POLITICAL EDUCATION

☐ I hereby authorize my employer to deduct from my salary the sum indicated below (contribution choices will appear after you check the authorization box at the front of this text) per pay period and forward that amount to The Local's Committee On Political Action (COPE). This authorization is signed freely and voluntarily and not out of any fear of reprisal, and I will not be favored or disadvantaged because I exercise this right. I understand this money will be used by AFT/COPE to make political contributions. AFT/COPE may engage in joint fundraising efforts with the AFL-CIO. This voluntary authorization may be revoked at any time by notifying The Local's COPE in writing of the desire to do so. Contributions or gifts to AFT/COPE are not deductible as charitable contributions for federal income tax purposes.

Authorized COPE Contribution

- ☐ \$10
☐ \$15
☐ \$25
☐ Other

If "Other", Please Specify:

Signature *

[Clear signature](#)

Date of signature

Month

Day

Year



SUBMIT

Appendix G- Health and Welfare Rate Sheet (1 of 6)

Classified employee paid 12 times a year: use this table to determine your monthly premium **a)** Find the Column with the number of hours worked per day **b)** Find the Row for the medical and dental plan of your choosing **c)** where the Column of the hours you work and the Row of your medical/dental plan options intersect, is the monthly amount of the employee cost based on pay frequency, time-base and plans selected.

FOR CLASSIFIED EMPLOYEES ON A 12-PAY CYCLE				12 PAY CYCLE CAP ENTITLEMENT BASED ON HOURS WORKED								
EFFECTIVE 10/01/2024				8 hrs	7.5	7 hrs	6.5 hrs	6 hrs	5.5 hrs	5 hrs	4.5hrs	4 hrs
(Premium totals include Medical, Dental, Vision, and Basic Life for all packages)				1.0000	0.9375	0.8750	0.8125	0.7500	0.6875	0.6250	0.5625	0.5000
				\$833.33	\$781.25	\$729.17	\$677.08	\$625.00	\$572.92	\$520.83	\$468.75	\$416.67
Medical Plan/ Group #	DENTAL/ Group #	1/12 Cost (Monthly)	Annual Cost	PAYROLL DEDUCTION								
				8 hrs	7.5 hrs	7 hrs	6.5 hrs	6 hrs	5.5 hrs	5 hrs	4.5 hrs	4 hrs
ABC 100-D (40655B)	Delta Dental Premier	\$2,042.85	\$24,514.20	\$1,209.52	\$1,261.60	\$1,313.68	\$1,365.77	\$1,417.85	\$1,469.93	\$1,522.02	\$1,574.10	\$1,626.18
	Delta Dental PPO	\$2,058.85	\$24,706.20	\$1,225.52	\$1,277.60	\$1,329.68	\$1,381.77	\$1,433.85	\$1,485.93	\$1,538.02	\$1,590.10	\$1,642.18
	Anthem Essential Choice	\$2,046.55	\$24,558.60	\$1,213.22	\$1,265.30	\$1,317.38	\$1,369.47	\$1,421.55	\$1,473.63	\$1,525.72	\$1,577.80	\$1,629.88
ABC PPO 90-E (40655J)	Delta Dental Premier	\$1,947.85	\$23,374.20	\$1,114.52	\$1,166.60	\$1,218.68	\$1,270.77	\$1,322.85	\$1,374.93	\$1,427.02	\$1,479.10	\$1,531.18
	Delta Dental PPO	\$1,963.85	\$23,566.20	\$1,130.52	\$1,182.60	\$1,234.68	\$1,286.77	\$1,338.85	\$1,390.93	\$1,443.02	\$1,495.10	\$1,547.18
	Anthem Essential Choice	\$1,951.55	\$23,418.60	\$1,118.22	\$1,170.30	\$1,222.38	\$1,274.47	\$1,326.55	\$1,378.63	\$1,430.72	\$1,482.80	\$1,534.88
ABC PPO 80-L (40655E)	Delta Dental Premier	\$1,515.85	\$18,190.20	\$682.52	\$734.60	\$786.68	\$838.77	\$890.85	\$942.93	\$995.02	\$1,047.10	\$1,099.18
	Delta Dental PPO	\$1,531.85	\$18,382.20	\$698.52	\$750.60	\$802.68	\$854.77	\$906.85	\$958.93	\$1,011.02	\$1,063.10	\$1,115.18
	Anthem Essential Choice	\$1,519.55	\$18,234.60	\$686.22	\$738.30	\$790.38	\$842.47	\$894.55	\$946.63	\$998.72	\$1,050.80	\$1,102.88
ABC PPO 80-M (40467B)	Delta Dental Premier	\$1,367.85	\$16,414.20	\$534.52	\$586.60	\$638.68	\$690.77	\$742.85	\$794.93	\$847.02	\$899.10	\$951.18
	Delta Dental PPO	\$1,383.85	\$16,606.20	\$550.52	\$602.60	\$654.68	\$706.77	\$758.85	\$810.93	\$863.02	\$915.10	\$967.18
	Anthem Essential Choice	\$1,371.55	\$16,458.60	\$538.22	\$590.30	\$642.38	\$694.47	\$746.55	\$798.63	\$850.72	\$902.80	\$954.88
ABC HMO (57AGYA)	Delta Dental Premier	\$1,769.85	\$21,238.20	\$936.52	\$988.60	\$1,040.68	\$1,092.77	\$1,144.85	\$1,196.93	\$1,249.02	\$1,301.10	\$1,353.18
	Delta Dental PPO	\$1,785.85	\$21,430.20	\$952.52	\$1,004.60	\$1,056.68	\$1,108.77	\$1,160.85	\$1,212.93	\$1,265.02	\$1,317.10	\$1,369.18
	Anthem Essential Choice	\$1,773.55	\$21,282.60	\$940.22	\$992.30	\$1,044.38	\$1,096.47	\$1,148.55	\$1,200.63	\$1,252.72	\$1,304.80	\$1,356.88
KAISER (234480-0063ALN)	Delta Dental Premier	\$1,887.85	\$22,654.20	\$1,054.52	\$1,106.60	\$1,158.68	\$1,210.77	\$1,262.85	\$1,314.93	\$1,367.02	\$1,419.10	\$1,471.18
	Delta Dental PPO	\$1,903.85	\$22,846.20	\$1,070.52	\$1,122.60	\$1,174.68	\$1,226.77	\$1,278.85	\$1,330.93	\$1,383.02	\$1,435.10	\$1,487.18
	Anthem Essential Choice	\$1,891.55	\$22,698.60	\$1,058.22	\$1,110.30	\$1,162.38	\$1,214.47	\$1,266.55	\$1,318.63	\$1,370.72	\$1,422.80	\$1,474.88
2-TIER HSA (Single) 70655B	Delta Dental Premier	\$831.85	\$9,982.20	\$0.00	\$50.60	\$102.68	\$154.77	\$206.85	\$258.93	\$311.02	\$363.10	\$415.18
	Delta Dental PPO	\$847.85	\$10,174.20	\$14.52	\$66.60	\$118.68	\$170.77	\$222.85	\$274.93	\$327.02	\$379.10	\$431.18
	Anthem Essential Choice	\$835.55	\$10,026.60	\$2.22	\$54.30	\$106.38	\$158.47	\$210.55	\$262.63	\$314.72	\$366.80	\$418.88
2-TIER HSA (Family) 70655B	Delta Dental Premier	\$1,255.85	\$15,070.20	\$422.52	\$474.60	\$526.68	\$578.77	\$630.85	\$682.93	\$735.02	\$787.10	\$839.18
	Delta Dental PPO	\$1,271.85	\$15,262.20	\$438.52	\$490.60	\$542.68	\$594.77	\$646.85	\$698.93	\$751.02	\$803.10	\$855.18
	Anthem Essential Choice	\$1,259.55	\$15,114.60	\$426.22	\$478.30	\$530.38	\$582.47	\$634.55	\$686.63	\$738.72	\$790.80	\$842.88

This rate sheet is intended for informational purposes only. Actual deductions will be based on the premium, CAP entitlement, and number of pay periods per year. Deductions may vary slightly due to rounding up or down. Employees on an 11-month pay schedule: please refer to the appropriate rate sheet for 11-month employees. Additional adjustments may be needed for early terminations or late enrollments.

Appendix G- Health and Welfare Rate Sheet (of 6)

Classified employee paid 12 times a year: use this table to determine your monthly premium a) Find the Column with the number of hours worked per day b) Find the Row for the medical and dental plan of your choosing c) where the Column of the hours you work and the Row of your medical/dental plan options intersect, is the monthly amount of the employee cost based on pay frequency, time-base and plans selected.

FOR CLASSIFIED EMPLOYEES ON A 12-PAY CYCLE	12 PAY CYCLE CAP ENTITLEMENT BASED ON HOURS WORKED								
EFFECTIVE 10/01/2024	8 hrs	7.5	7 hrs	6.5 hrs	6 hrs	5.5 hrs	5 hrs	4.5hrs	4 hrs
(Premium totals include Medical, Dental, Vision, and Basic Life for all packages)	1.0000	0.9375	0.8750	0.8125	0.7500	0.6875	0.6250	0.5625	0.5000
	\$833.33	\$781.25	\$729.17	\$677.08	\$625.00	\$572.92	\$520.83	\$468.75	\$416.67

75% Rate (25% discount) applied to the medical premium when both spouses/partners are employees of MUSD and both are enrolled into a benefits package.
(Anchor Bronze is excluded from this benefit.)

Medical Plan/ Group #	DENTAL/ Group #	1/12 Cost (Monthly)	Annual Cost	PAYROLL DEDUCTION								
				8 hrs	7.5 hrs	7 hrs	6.5 hrs	6 hrs	5.5 hrs	5 hrs	4.5 hrs	4 hrs
75% ABC 100-D (40655B)	Delta Dental Premier	\$1,561.10	\$18,733.20	\$727.77	\$779.85	\$831.93	\$884.02	\$936.10	\$988.18	\$1,040.27	\$1,092.35	\$1,144.43
	Delta Dental PPO	\$1,577.10	\$18,925.20	\$743.77	\$795.85	\$847.93	\$900.02	\$952.10	\$1,004.18	\$1,056.27	\$1,108.35	\$1,160.43
	Anthem Essential Choice	\$1,564.80	\$18,777.60	\$731.47	\$783.55	\$835.63	\$887.72	\$939.80	\$991.88	\$1,043.97	\$1,096.05	\$1,148.13
75% ABC 90-E (40655J)	Delta Dental Premier	\$1,489.85	\$17,878.20	\$656.52	\$708.60	\$760.68	\$812.77	\$864.85	\$916.93	\$969.02	\$1,021.10	\$1,073.18
	Delta Dental PPO	\$1,505.85	\$18,070.20	\$672.52	\$724.60	\$776.68	\$828.77	\$880.85	\$932.93	\$985.02	\$1,037.10	\$1,089.18
	Anthem Essential Choice	\$1,493.55	\$17,922.60	\$660.22	\$712.30	\$764.38	\$816.47	\$868.55	\$920.63	\$972.72	\$1,024.80	\$1,076.88
75% ABC 80-L (40655E)	Delta Dental Premier	\$1,165.85	\$13,990.20	\$332.52	\$384.60	\$436.68	\$488.77	\$540.85	\$592.93	\$645.02	\$697.10	\$749.18
	Delta Dental PPO	\$1,181.85	\$14,182.20	\$348.52	\$400.60	\$452.68	\$504.77	\$556.85	\$608.93	\$661.02	\$713.10	\$765.18
	Anthem Essential Choice	\$1,169.55	\$14,034.60	\$336.22	\$388.30	\$440.38	\$492.47	\$544.55	\$596.63	\$648.72	\$700.80	\$752.88
75% ABC 80-M (40467B)	Delta Dental Premier	\$1,054.85	\$12,658.20	\$221.52	\$273.60	\$325.68	\$377.77	\$429.85	\$481.93	\$534.02	\$586.10	\$638.18
	Delta Dental PPO	\$1,070.85	\$12,850.20	\$237.52	\$289.60	\$341.68	\$393.77	\$445.85	\$497.93	\$550.02	\$602.10	\$654.18
	Anthem Essential Choice	\$1,058.55	\$12,702.60	\$225.22	\$277.30	\$329.38	\$381.47	\$433.55	\$485.63	\$537.72	\$589.80	\$641.88
75% ABC HMO (57AGYA)	Delta Dental Premier	\$1,356.35	\$16,276.20	\$523.02	\$575.10	\$627.18	\$679.27	\$731.35	\$783.43	\$835.52	\$887.60	\$939.68
	Delta Dental PPO	\$1,372.35	\$16,468.20	\$539.02	\$591.10	\$643.18	\$695.27	\$747.35	\$799.43	\$851.52	\$903.60	\$955.68
	Anthem Essential Choice	\$1,360.05	\$16,320.60	\$526.72	\$578.80	\$630.88	\$682.97	\$735.05	\$787.13	\$839.22	\$891.30	\$943.38
75% KAISER (234480-0063ALN)	Delta Dental Premier	\$1,444.85	\$17,338.20	\$611.52	\$663.60	\$715.68	\$767.77	\$819.85	\$871.93	\$924.02	\$976.10	\$1,028.18
	Delta Dental PPO	\$1,460.85	\$17,530.20	\$627.52	\$679.60	\$731.68	\$783.77	\$835.85	\$887.93	\$940.02	\$992.10	\$1,044.18
	Anthem Essential Choice	\$1,448.55	\$17,382.60	\$615.22	\$667.30	\$719.38	\$771.47	\$823.55	\$875.63	\$927.72	\$979.80	\$1,031.88

This rate sheet is intended for informational purposes only. Actual deductions will be based on the premium, CAP entitlement, and number of pay periods per year. Deductions may vary slightly due to rounding up or down. Employees on an 11-month pay schedule: please refer to the appropriate rate sheet for 11-month employees. Additional adjustments may be needed for early terminations or late enrollments.

Appendix G- Health and Welfare Rate Sheet (of 6)

Classified employee paid 11 times a year: use this table to determine your monthly premium **a)** Find the Column with the number of hours you work per day **b)** find the Row for the medical and dental plan of your choosing **c)** where the Column of the hours you work and the Row of your medical/dental plan options intersect, is the monthly amount of the employee cost based on pay frequency, time-base and plans selected.

FOR CLASSIFIED EMPLOYEES ON A 11-PAY CYCLE				11 PAY CYCLE CAP ENTITLEMENT BASED ON HOURS WORKED								
EFFECTIVE 10/01/2024				8 hrs	7.5	7 hrs	6.5 hrs	6 hrs	5.5 hrs	5 hrs	4.5hrs	4 hrs
(Premium totals include Medical, Dental, Vision, and Basic Life for all packages)				1.0000	0.9375	0.8750	0.8125	0.7500	0.6875	0.6250	0.5625	0.5000
				\$909.09	\$852.27	\$795.45	\$738.64	\$681.82	\$625.00	\$568.18	\$511.36	\$454.55
Medical Plan/ Group #	DENTAL/ Group #	1/11 Cost (Monthly)	Annual Cost	PAYROLL DEDUCTION								
				8 hrs	7.5 hrs	7 hrs	6.5 hrs	6 hrs	5.5 hrs	5 hrs	4.5 hrs	4 hrs
ABC 100-D (40655B)	Delta Dental Premier	\$2,228.56	\$24,514.20	\$1,319.47	\$1,376.29	\$1,433.11	\$1,489.92	\$1,546.74	\$1,603.56	\$1,660.38	\$1,717.20	\$1,774.01
	Delta Dental PPO	\$2,246.02	\$24,706.20	\$1,336.93	\$1,393.75	\$1,450.57	\$1,507.38	\$1,564.20	\$1,621.02	\$1,677.84	\$1,734.66	\$1,791.47
	Anthem Essential Choice	\$2,232.60	\$24,558.60	\$1,323.51	\$1,380.33	\$1,437.15	\$1,493.96	\$1,550.78	\$1,607.60	\$1,664.42	\$1,721.24	\$1,778.05
ABC PPO 90-E (40655J)	Delta Dental Premier	\$2,124.93	\$23,374.20	\$1,215.84	\$1,272.66	\$1,329.48	\$1,386.29	\$1,443.11	\$1,499.93	\$1,556.75	\$1,613.57	\$1,670.38
	Delta Dental PPO	\$2,142.38	\$23,566.20	\$1,233.29	\$1,290.11	\$1,346.93	\$1,403.74	\$1,460.56	\$1,517.38	\$1,574.20	\$1,631.02	\$1,687.83
	Anthem Essential Choice	\$2,128.96	\$23,418.60	\$1,219.87	\$1,276.69	\$1,333.51	\$1,390.32	\$1,447.14	\$1,503.96	\$1,560.78	\$1,617.60	\$1,674.41
ABC PPO 80-L (40655E)	Delta Dental Premier	\$1,653.65	\$18,190.20	\$744.56	\$801.38	\$858.20	\$915.01	\$971.83	\$1,028.65	\$1,085.47	\$1,142.29	\$1,199.10
	Delta Dental PPO	\$1,671.11	\$18,382.20	\$762.02	\$818.84	\$875.66	\$932.47	\$989.29	\$1,046.11	\$1,102.93	\$1,159.75	\$1,216.56
	Anthem Essential Choice	\$1,657.69	\$18,234.60	\$748.60	\$805.42	\$862.24	\$919.05	\$975.87	\$1,032.69	\$1,089.51	\$1,146.33	\$1,203.14
ABC PPO 80-M (40467B)	Delta Dental Premier	\$1,492.20	\$16,414.20	\$583.11	\$639.93	\$696.75	\$753.56	\$810.38	\$867.20	\$924.02	\$980.84	\$1,037.65
	Delta Dental PPO	\$1,509.65	\$16,606.20	\$600.56	\$657.38	\$714.20	\$771.01	\$827.83	\$884.65	\$941.47	\$998.29	\$1,055.10
	Anthem Essential Choice	\$1,496.24	\$16,458.60	\$587.15	\$643.97	\$700.79	\$757.60	\$814.42	\$871.24	\$928.06	\$984.88	\$1,041.69
ABC HMO (57AGYA)	Delta Dental Premier	\$1,930.75	\$21,238.20	\$1,021.66	\$1,078.48	\$1,135.30	\$1,192.11	\$1,248.93	\$1,305.75	\$1,362.57	\$1,419.39	\$1,476.20
	Delta Dental PPO	\$1,948.20	\$21,430.20	\$1,039.11	\$1,095.93	\$1,152.75	\$1,209.56	\$1,266.38	\$1,323.20	\$1,380.02	\$1,436.84	\$1,493.65
	Anthem Essential Choice	\$1,934.78	\$21,282.60	\$1,025.69	\$1,082.51	\$1,139.33	\$1,196.14	\$1,252.96	\$1,309.78	\$1,366.60	\$1,423.42	\$1,480.23
KAISER (234480-0063ALN)	Delta Dental Premier	\$2,059.47	\$22,654.20	\$1,150.38	\$1,207.20	\$1,264.02	\$1,320.83	\$1,377.65	\$1,434.47	\$1,491.29	\$1,548.11	\$1,604.92
	Delta Dental PPO	\$2,076.93	\$22,846.20	\$1,167.84	\$1,224.66	\$1,281.48	\$1,338.29	\$1,395.11	\$1,451.93	\$1,508.75	\$1,565.57	\$1,622.38
	Anthem Essential Choice	\$2,063.51	\$22,698.60	\$1,154.42	\$1,211.24	\$1,268.06	\$1,324.87	\$1,381.69	\$1,438.51	\$1,495.33	\$1,552.15	\$1,608.96
2-TIER HSA (Single) 70655B	Delta Dental Premier	\$907.47	\$9,982.20	\$0.00	\$55.20	\$112.02	\$168.83	\$225.65	\$282.47	\$339.29	\$396.11	\$452.92
	Delta Dental PPO	\$924.93	\$10,174.20	\$15.84	\$72.66	\$129.48	\$186.29	\$243.11	\$299.93	\$356.75	\$413.57	\$470.38
	Anthem Essential Choice	\$911.51	\$10,026.60	\$2.42	\$59.24	\$116.06	\$172.87	\$229.69	\$286.51	\$343.33	\$400.15	\$456.96
2-TIER HSA (Family) 70655B	Delta Dental Premier	\$1,370.02	\$15,070.20	\$460.93	\$517.75	\$574.57	\$631.38	\$688.20	\$745.02	\$801.84	\$858.66	\$915.47
	Delta Dental PPO	\$1,387.47	\$15,262.20	\$478.38	\$535.20	\$592.02	\$648.83	\$705.65	\$762.47	\$819.29	\$876.11	\$932.92
	Anthem Essential Choice	\$1,374.05	\$15,114.60	\$464.96	\$521.78	\$578.60	\$635.41	\$692.23	\$749.05	\$805.87	\$862.69	\$919.50

Notes: 1) ABC = Anthem Blue Cross; 2) Dental plans offered are either Delta Dental or Anthem (see benefit summaries for coverage details). 3) Rates include VSP Signature \$10 copay plan and \$10,000 Basic Life Insurance for Classified staff.

This rate sheet is intended for informational purposes only. Actual deductions will be based on the premium, CAP entitlement, and number of pay periods per year. Deductions may vary slightly due to rounding up or down. Employees on an 11 pay schedule may see additional adjustments if needed to ensure coverage through the month of July when no pay warrant is issued. Additional adjustments may be needed for early terminations or late enrollments.

Appendix G - Health and Welfare Rate Sheet (4 of 6)

Classified employee paid 11 times a year: use this table to determine your monthly premium a) Find the Column with the number of hours you work per day b) find the Row for the medical and dental plan of your choosing c) where the Column of the hours you work and the Row of your medical/dental plan options intersect, is the monthly amount of the employee cost based on pay frequency, time-base and plans selected.

FOR CLASSIFIED EMPLOYEES ON A 11-PAY CYCLE	11 PAY CYCLE CAP ENTITLEMENT BASED ON HOURS WORKED								
EFFECTIVE 10/01/2024	8 hrs	7.5	7 hrs	6.5 hrs	6 hrs	5.5 hrs	5 hrs	4.5hrs	4 hrs
(Premium totals include Medical, Dental, Vision, and Basic Life for all packages)	1.0000	0.9375	0.8750	0.8125	0.7500	0.6875	0.6250	0.5625	0.5000
	\$909.09	\$852.27	\$795.45	\$738.64	\$681.82	\$625.00	\$568.18	\$511.36	\$454.55

**75% Rate (25% discount) applied to the medical premium when both spouses/partners are employees of MUSD and both are enrolled into a benefits package.
(Anchor Bronze is excluded from this benefit.)**

Medical Plan/ Group #	DENTAL/ Group #	1/11 Cost (Monthly)	Annual Cost	PAYROLL DEDUCTION								
				8 hrs	7.5 hrs	7 hrs	6.5 hrs	6 hrs	5.5 hrs	5 hrs	4.5 hrs	4 hrs
75% ABC 100-D (40655B)	Delta Dental Premier	\$1,703.02	\$18,733.20	\$793.93	\$850.75	\$907.57	\$964.38	\$1,021.20	\$1,078.02	\$1,134.84	\$1,191.66	\$1,248.47
	Delta Dental PPO	\$1,720.47	\$18,925.20	\$811.38	\$868.20	\$925.02	\$981.83	\$1,038.65	\$1,095.47	\$1,152.29	\$1,209.11	\$1,265.92
	Anthem Essential Choice	\$1,707.05	\$18,777.60	\$797.96	\$854.78	\$911.60	\$968.41	\$1,025.23	\$1,082.05	\$1,138.87	\$1,195.69	\$1,252.50
75% ABC 90-E (40655J)	Delta Dental Premier	\$1,625.29	\$17,878.20	\$716.20	\$773.02	\$829.84	\$886.65	\$943.47	\$1,000.29	\$1,057.11	\$1,113.93	\$1,170.74
	Delta Dental PPO	\$1,642.75	\$18,070.20	\$733.66	\$790.48	\$847.30	\$904.11	\$960.93	\$1,017.75	\$1,074.57	\$1,131.39	\$1,188.20
	Anthem Essential Choice	\$1,629.33	\$17,922.60	\$720.24	\$777.06	\$833.88	\$890.69	\$947.51	\$1,004.33	\$1,061.15	\$1,117.97	\$1,174.78
75% ABC 80-L (40655E)	Delta Dental Premier	\$1,271.84	\$13,990.20	\$362.75	\$419.57	\$476.39	\$533.20	\$590.02	\$646.84	\$703.66	\$760.48	\$817.29
	Delta Dental PPO	\$1,289.29	\$14,182.20	\$380.20	\$437.02	\$493.84	\$550.65	\$607.47	\$664.29	\$721.11	\$777.93	\$834.74
	Anthem Essential Choice	\$1,275.87	\$14,034.60	\$366.78	\$423.60	\$480.42	\$537.23	\$594.05	\$650.87	\$707.69	\$764.51	\$821.32
75% ABC 80-M (40467B)	Delta Dental Premier	\$1,150.75	\$12,658.20	\$241.66	\$298.48	\$355.30	\$412.11	\$468.93	\$525.75	\$582.57	\$639.39	\$696.20
	Delta Dental PPO	\$1,168.20	\$12,850.20	\$259.11	\$315.93	\$372.75	\$429.56	\$486.38	\$543.20	\$600.02	\$656.84	\$713.65
	Anthem Essential Choice	\$1,154.78	\$12,702.60	\$245.69	\$302.51	\$359.33	\$416.14	\$472.96	\$529.78	\$586.60	\$643.42	\$700.23
75% ABC HMO (57AGYA)	Delta Dental Premier	\$1,479.65	\$16,276.20	\$570.56	\$627.38	\$684.20	\$741.01	\$797.83	\$854.65	\$911.47	\$968.29	\$1,025.10
	Delta Dental PPO	\$1,497.11	\$16,468.20	\$588.02	\$644.84	\$701.66	\$758.47	\$815.29	\$872.11	\$928.93	\$985.75	\$1,042.56
	Anthem Essential Choice	\$1,483.69	\$16,320.60	\$574.60	\$631.42	\$688.24	\$745.05	\$801.87	\$858.69	\$915.51	\$972.33	\$1,029.14
75% KAISER (234480-0063ALN)	Delta Dental Premier	\$1,576.20	\$17,338.20	\$667.11	\$723.93	\$780.75	\$837.56	\$894.38	\$951.20	\$1,008.02	\$1,064.84	\$1,121.65
	Delta Dental PPO	\$1,593.65	\$17,530.20	\$684.56	\$741.38	\$798.20	\$855.01	\$911.83	\$968.65	\$1,025.47	\$1,082.29	\$1,139.10
	Anthem Essential Choice	\$1,580.24	\$17,382.60	\$671.15	\$727.97	\$784.79	\$841.60	\$898.42	\$955.24	\$1,012.06	\$1,068.88	\$1,125.69

Notes: 1) ABC = Anthem Blue Cross; 2) Dental plans offered are either Delta Dental or Anthem (see benefit summaries for coverage details). 3) Rates include VSP Signature \$10 copay plan and \$10,000 Basic Life Insurance for Classified staff.

This rate sheet is intended for informational purposes only. Actual deductions will be based on the premium, CAP entitlement, and number of pay periods per year. Deductions may vary slightly due to rounding up or down. Employees on an 11 pay schedule may see additional adjustments if needed to ensure coverage through the month of July when no pay warrant is issued. Additional adjustments may be needed for early terminations or late enrollments.

Appendix G- Health and Welfare Rate Sheet (5 of 6)

Classified employee paid 10 times a year: use this table to determine your monthly premium **a)** Find the Column with the number of hours you work per day **b)** find the Row for the medical and dental plan of your choosing **c)** where the Column of the hours you work and the Row of your medical/dental plan options intersect, is the monthly amount of the employee cost based on pay frequency, time-base and plans selected.

FOR CLASSIFIED EMPLOYEES ON A 10-PAY CYCLE				10 PAY CYCLE CAP ENTITLEMENT BASED ON HOURS WORKED								
EFFECTIVE 10/01/2024				8 hrs	7.5	7 hrs	6.5 hrs	6 hrs	5.5 hrs	5 hrs	4.5hrs	4 hrs
(Premium totals include Medical, Dental, Vision, and Basic Life for all packages)				1.0000	0.9375	0.8750	0.8125	0.7500	0.6875	0.6250	0.5625	0.5000
				\$1,000.00	\$937.50	\$875.00	\$812.50	\$750.00	\$687.50	\$625.00	\$562.50	\$500.00
Medical Plan/ Group #	DENTAL/ Group #	1/10 Cost (Monthly)	Annual Cost	PAYROLL DEDUCTION								
				8 hrs	7.5 hrs	7 hrs	6.5 hrs	6 hrs	5.5 hrs	5 hrs	4.5 hrs	4 hrs
ABC 100-D (40655B)	Delta Dental Premier	\$2,451.42	\$24,514.20	\$1,451.42	\$1,513.92	\$1,576.42	\$1,638.92	\$1,701.42	\$1,763.92	\$1,826.42	\$1,888.92	\$1,951.42
	Delta Dental PPO	\$2,470.62	\$24,706.20	\$1,470.62	\$1,533.12	\$1,595.62	\$1,658.12	\$1,720.62	\$1,783.12	\$1,845.62	\$1,908.12	\$1,970.62
	Anthem Essential Choice	\$2,455.86	\$24,558.60	\$1,455.86	\$1,518.36	\$1,580.86	\$1,643.36	\$1,705.86	\$1,768.36	\$1,830.86	\$1,893.36	\$1,955.86
ABC PPO 90-E (40655J)	Delta Dental Premier	\$2,337.42	\$23,374.20	\$1,337.42	\$1,399.92	\$1,462.42	\$1,524.92	\$1,587.42	\$1,649.92	\$1,712.42	\$1,774.92	\$1,837.42
	Delta Dental PPO	\$2,356.62	\$23,566.20	\$1,356.62	\$1,419.12	\$1,481.62	\$1,544.12	\$1,606.62	\$1,669.12	\$1,731.62	\$1,794.12	\$1,856.62
	Anthem Essential Choice	\$2,341.86	\$23,418.60	\$1,341.86	\$1,404.36	\$1,466.86	\$1,529.36	\$1,591.86	\$1,654.36	\$1,716.86	\$1,779.36	\$1,841.86
ABC PPO 80-L (40655E)	Delta Dental Premier	\$1,819.02	\$18,190.20	\$819.02	\$881.52	\$944.02	\$1,006.52	\$1,069.02	\$1,131.52	\$1,194.02	\$1,256.52	\$1,319.02
	Delta Dental PPO	\$1,838.22	\$18,382.20	\$838.22	\$900.72	\$963.22	\$1,025.72	\$1,088.22	\$1,150.72	\$1,213.22	\$1,275.72	\$1,338.22
	Anthem Essential Choice	\$1,823.46	\$18,234.60	\$823.46	\$885.96	\$948.46	\$1,010.96	\$1,073.46	\$1,135.96	\$1,198.46	\$1,260.96	\$1,323.46
ABC PPO 80-M (40467B)	Delta Dental Premier	\$1,641.42	\$16,414.20	\$641.42	\$703.92	\$766.42	\$828.92	\$891.42	\$953.92	\$1,016.42	\$1,078.92	\$1,141.42
	Delta Dental PPO	\$1,660.62	\$16,606.20	\$660.62	\$723.12	\$785.62	\$848.12	\$910.62	\$973.12	\$1,035.62	\$1,098.12	\$1,160.62
	Anthem Essential Choice	\$1,645.86	\$16,458.60	\$645.86	\$708.36	\$770.86	\$833.36	\$895.86	\$958.36	\$1,020.86	\$1,083.36	\$1,145.86
ABC HMO (57AGYA)	Delta Dental Premier	\$2,123.82	\$21,238.20	\$1,123.82	\$1,186.32	\$1,248.82	\$1,311.32	\$1,373.82	\$1,436.32	\$1,498.82	\$1,561.32	\$1,623.82
	Delta Dental PPO	\$2,143.02	\$21,430.20	\$1,143.02	\$1,205.52	\$1,268.02	\$1,330.52	\$1,393.02	\$1,455.52	\$1,518.02	\$1,580.52	\$1,643.02
	Anthem Essential Choice	\$2,128.26	\$21,282.60	\$1,128.26	\$1,190.76	\$1,253.26	\$1,315.76	\$1,378.26	\$1,440.76	\$1,503.26	\$1,565.76	\$1,628.26
KAISER (234480-0063A LN)	Delta Dental Premier	\$2,265.42	\$22,654.20	\$1,265.42	\$1,327.92	\$1,390.42	\$1,452.92	\$1,515.42	\$1,577.92	\$1,640.42	\$1,702.92	\$1,765.42
	Delta Dental PPO	\$2,284.62	\$22,846.20	\$1,284.62	\$1,347.12	\$1,409.62	\$1,472.12	\$1,534.62	\$1,597.12	\$1,659.62	\$1,722.12	\$1,784.62
	Anthem Essential Choice	\$2,269.86	\$22,698.60	\$1,269.86	\$1,332.36	\$1,394.86	\$1,457.36	\$1,519.86	\$1,582.36	\$1,644.86	\$1,707.36	\$1,769.86
2-TIER HSA (Single) 70655B	Delta Dental Premier	\$998.22	\$9,982.20	\$0.00	\$60.72	\$123.22	\$185.72	\$248.22	\$310.72	\$373.22	\$435.72	\$498.22
	Delta Dental PPO	\$1,017.42	\$10,174.20	\$17.42	\$79.92	\$142.42	\$204.92	\$267.42	\$329.92	\$392.42	\$454.92	\$517.42
	Anthem Essential Choice	\$1,002.66	\$10,026.60	\$2.66	\$65.16	\$127.66	\$190.16	\$252.66	\$315.16	\$377.66	\$440.16	\$502.66
2-TIER HSA (Family) 70655B	Delta Dental Premier	\$1,507.02	\$15,070.20	\$507.02	\$569.52	\$632.02	\$694.52	\$757.02	\$819.52	\$882.02	\$944.52	\$1,007.02
	Delta Dental PPO	\$1,526.22	\$15,262.20	\$526.22	\$588.72	\$651.22	\$713.72	\$776.22	\$838.72	\$901.22	\$963.72	\$1,026.22
	Anthem Essential Choice	\$1,511.46	\$15,114.60	\$511.46	\$573.96	\$636.46	\$698.96	\$761.46	\$823.96	\$886.46	\$948.96	\$1,011.46

Notes: 1) ABC = Anthem Blue Cross; 2) Dental plans offered are either Delta Dental or Anthem (see benefit summaries for coverage details). 3) Rates include VSP Signature \$10 copay plan and \$10,000 Basic Life Insurance for Classified staff.

This rate sheet is intended for informational purposes only. Actual deductions will be based on the premium, CAP entitlement, and number of pay periods per year. Deductions may vary slightly due to rounding up or down. Employees on an 10 pay schedule may see additional adjustments if needed to ensure coverage through the month of July when no pay warrant is issued. Additional adjustments may be needed for early terminations or late enrollments.

Appendix G- Health and Welfare Rate Sheet (6 of 6)

Classified employee paid 10 times a year: use this table to determine your monthly premium **a)** Find the Column with the number of hours you work per day **b)** find the Row for the medical and dental plan of your choosing **c)** where the Column of the hours you work and the Row of your medical/dental plan options intersect, is the monthly amount of the employee cost based on pay frequency, time-base and plans selected.

FOR CLASSIFIED EMPLOYEES ON A 10-PAY CYCLE	10 PAY CYCLE CAP ENTITLEMENT BASED ON HOURS WORKED								
EFFECTIVE 10/01/2024	8 hrs	7.5	7 hrs	6.5 hrs	6 hrs	5.5 hrs	5 hrs	4.5hrs	4 hrs
(Premium totals include Medical, Dental, Vision, and Basic Life for all packages)	1.0000	0.9375	0.8750	0.8125	0.7500	0.6875	0.6250	0.5625	0.5000
	\$1,000.00	\$937.50	\$875.00	\$812.50	\$750.00	\$687.50	\$625.00	\$562.50	\$500.00

5% Rate (25% discount) applied to the medical premium when both spouses/partners are employees of MUSD and both are enrolled into a benefits package. (Anchor Bronze is excluded from this benefit.)

Medical Plan/ Group #	DENTAL/ Group #	1/10 Cost (Monthly)	Annual Cost	PAYROLL DEDUCTION								
				8 hrs	7.5 hrs	7 hrs	6.5 hrs	6 hrs	5.5 hrs	5 hrs	4.5 hrs	4 hrs
75% ABC 100-D (40655B)	Delta Dental Premier	\$1,873.32	\$18,733.20	\$873.32	\$935.82	\$998.32	\$1,060.82	\$1,123.32	\$1,185.82	\$1,248.32	\$1,310.82	\$1,373.32
	Delta Dental PPO	\$1,892.52	\$18,925.20	\$892.52	\$955.02	\$1,017.52	\$1,080.02	\$1,142.52	\$1,205.02	\$1,267.52	\$1,330.02	\$1,392.52
	Anthem Essential Choice	\$1,877.76	\$18,777.60	\$877.76	\$940.26	\$1,002.76	\$1,065.26	\$1,127.76	\$1,190.26	\$1,252.76	\$1,315.26	\$1,377.76
75% ABC 90-E (40655J)	Delta Dental Premier	\$1,787.82	\$17,878.20	\$787.82	\$850.32	\$912.82	\$975.32	\$1,037.82	\$1,100.32	\$1,162.82	\$1,225.32	\$1,287.82
	Delta Dental PPO	\$1,807.02	\$18,070.20	\$807.02	\$869.52	\$932.02	\$994.52	\$1,057.02	\$1,119.52	\$1,182.02	\$1,244.52	\$1,307.02
	Anthem Essential Choice	\$1,792.26	\$17,922.60	\$792.26	\$854.76	\$917.26	\$979.76	\$1,042.26	\$1,104.76	\$1,167.26	\$1,229.76	\$1,292.26
75% ABC 80-L (40655E)	Delta Dental Premier	\$1,399.02	\$13,990.20	\$399.02	\$461.52	\$524.02	\$586.52	\$649.02	\$711.52	\$774.02	\$836.52	\$899.02
	Delta Dental PPO	\$1,418.22	\$14,182.20	\$418.22	\$480.72	\$543.22	\$605.72	\$668.22	\$730.72	\$793.22	\$855.72	\$918.22
	Anthem Essential Choice	\$1,403.46	\$14,034.60	\$403.46	\$465.96	\$528.46	\$590.96	\$653.46	\$715.96	\$778.46	\$840.96	\$903.46
75% ABC 80-M (40467B)	Delta Dental Premier	\$1,265.82	\$12,658.20	\$265.82	\$328.32	\$390.82	\$453.32	\$515.82	\$578.32	\$640.82	\$703.32	\$765.82
	Delta Dental PPO	\$1,285.02	\$12,850.20	\$285.02	\$347.52	\$410.02	\$472.52	\$535.02	\$597.52	\$660.02	\$722.52	\$785.02
	Anthem Essential Choice	\$1,270.26	\$12,702.60	\$270.26	\$332.76	\$395.26	\$457.76	\$520.26	\$582.76	\$645.26	\$707.76	\$770.26
75% ABC HMO (57AGYA)	Delta Dental Premier	\$1,627.62	\$16,276.20	\$627.62	\$690.12	\$752.62	\$815.12	\$877.62	\$940.12	\$1,002.62	\$1,065.12	\$1,127.62
	Delta Dental PPO	\$1,646.82	\$16,468.20	\$646.82	\$709.32	\$771.82	\$834.32	\$896.82	\$959.32	\$1,021.82	\$1,084.32	\$1,146.82
	Anthem Essential Choice	\$1,632.06	\$16,320.60	\$632.06	\$694.56	\$757.06	\$819.56	\$882.06	\$944.56	\$1,007.06	\$1,069.56	\$1,132.06
75% KAISER (234480-0063A LN)	Delta Dental Premier	\$1,733.82	\$17,338.20	\$733.82	\$796.32	\$858.82	\$921.32	\$983.82	\$1,046.32	\$1,108.82	\$1,171.32	\$1,233.82
	Delta Dental PPO	\$1,753.02	\$17,530.20	\$753.02	\$815.52	\$878.02	\$940.52	\$1,003.02	\$1,065.52	\$1,128.02	\$1,190.52	\$1,253.02
	Anthem Essential Choice	\$1,738.26	\$17,382.60	\$738.26	\$800.76	\$863.26	\$925.76	\$988.26	\$1,050.76	\$1,113.26	\$1,175.76	\$1,238.26

Notes: 1) ABC = Anthem Blue Cross; 2) Dental plans offered are either Delta Dental or Anthem (see benefit summaries for coverage details). 3) Rates include VSP Signature \$10 copay plan and \$10,000 Basic Life Insurance for Classified staff.

This rate sheet is intended for informational purposes only. Actual deductions will be based on the premium, CAP entitlement, and number of pay periods per year. Deductions may vary slightly due to rounding up or down. Employees on an 10 pay schedule may see additional adjustments if needed to ensure coverage through the month of July when no pay warrant is issued. Additional adjustments may be needed for early terminations or late enrollments.

Appendix H- Position Review Request (1 of 2)

Menifee Union School District Classified Position Review Request

Name/Group Contact Person _____

Date: _____

Position Being Reviewed: _____

Site: _____

Purpose: In the event that an employee(s) or supervisor believes that an employee's duties, level of required skill, and/or responsibility have changed significantly, so that the current job description is no longer accurate, they may apply to the Position Review Committee for review.

The Position Review Committee shall be composed of four (4) members, two (2) of whom shall be appointed by the Union and two (2) of which shall be appointed by the District. The CFT Field Representative and Personnel Services Director shall be additional non-voting members of the Committee. A tie vote represents a denial of the request. An employee dissatisfied with the decision made by the Committee, may submit a request for appeal with additional supportive documentation. Appeal requests must be received no later than ten (10) days after the action or decision in question. The Committee shall have no jurisdiction to hear any request which is not submitted within the required timeframe.

To request a position/job description review please submit the completed request form with the following documents/documentation attached:

- **Written explanation to support review request:**
 - How have the duties, level of skill, knowledge and/or educational requirements changed?
 - How frequently are these additional duties performed?
 - How has the level of independent judgment and decision making changed?
 - Provide any additional information you feel is relevant.
- **Copy of current MUSD Classified job description**
- **Copy of proposed MUSD Classified job description revisions**
- Letter of support from immediate supervisor or administrator (optional)

Employee(s) requests shall be submitted to the MCCE President.

- For employee requests, the MCCE President will provide a copy of the request form and support documents to the employee's supervisor and Personnel Services Director.

Supervisor requests shall be submitted to the Director of Personnel Services.

- For supervisor requests, the Personnel Services Director will provide a copy of the request form and support documents to the employee(s) and MCCE President.

Appendix H- Position Review Request (2 of 2)

Menifee Union School District Classified Position Review Request

Upon receipt of all support documents/documentation the Personnel Services Department shall schedule a meeting and notify all committee members and designated presenters of date, time and location.

All information requested by and to be presented to the Committee shall be submitted to each committee member no later than seven (7) calendar days prior to the scheduled meeting. Additional information may be requested by the Committee which may postpone the meeting if deemed appropriate to do so. The receipt of this information will initiate a one (1) month deliberation period.

After the meeting, the Committee will deliver its recommendation. Personnel Services will communicate its recommendation, in writing, to the MCCE President, committee members, and the employee(s) that submitted the Classified Position Review Request.

The Personnel Services Director will notify all interested parties of the Labor Management team's final decision.

Requester Signature: _____

Date: _____

Received by: _____

Date: _____

Appendix I - Career Development Application

Meniffee Union School District Classified Career Development Application Form

Name: _____

Employee Number: _____

Position Title: _____

Work Site: _____

Name of University/College or Trade Program: _____

Select one of the following programs:

- Undergraduate Program
- Graduate Program
- Credential Program
- Trade or Certificate Program

Select one of the following systems:

- Quarter System
- Semester System

Description of Course(s) or Program (Please attached written description):

Date of Course(s) to be taken (Courses must be taken within the current fiscal year.)

From: _____

To: _____

I have read and understand the eligibility requirements for this program (as stated in the MCCE CBA per Article 6.5).

I understand that by submitting this application I am not automatically approved to participate in the Career Development Program. I will receive notification from Personnel Services regarding my application and eligibility per Article 6.5 of the MCCE CBA).

Signature of Applicant: _____ Date: _____

For Human Resources to Complete:

Application Complete (Yes/No): _____ Approved or Denied: _____

Signature of of Personnel Services Staff Member: _____

Date: _____

Per Article 6.5: This form shall be submitted to Personnel Services for pre approval prior to the submission of the Career Development Reimbursement Form.

Appendix J - Career Development Reimbursement Form

Menifee Union School District Classified Career Development Reimbursement Form

Name: _____ Employee Number: _____

Position Title: _____ Work Site: _____

Name of University/College or Trade Program: _____

Select one of the following programs:

- Undergraduate Program
- Graduate Program
- Credential Program
- Trade or Certificate Program

Select one of the following systems:

- Quarter System
- Semester System

Description of Course(s) or Program (Please attached written description):

Date of Course(s) taken (Courses must be taken within the current fiscal year.)

From: _____ To: _____

I have read and understand the eligibility requirement for this program (as stated in the MCCE CBA per Article 6.5). I have attached proof registration, proof of payment, proof of completed coursework, transcripts and/or certificate to this form.

I understand that by submitting this form I am not automatically approved for reimbursement in the Career Development Program. I will receive notification from Personnel Services regarding my reimbursement per Article 6.5 of the MCCE CBA.

Signature of Applicant: _____ Date: _____

For Human Resources to Complete:

Application Complete (Yes/No): _____ Date: _____

Reimbursement Approved or Denied: _____

Signature of of Personnel Services Staff Member: _____

Per Article 6.5: This form shall be submitted after approval of the Career Development Application Form and completion of coursework.

Appendix K - Employee Leave Request (1 of 2)

ALL ABSENCES MUST ACCOMPANY THIS FORM

Complete this form as directed and submit
to your Site Secretary or Time Keeper



Menifee Union School District

CLASSIFIED EMPLOYEE LEAVE REQUEST

(for unpaid absences use the *Application for Unpaid Absence* Form)

Name: _____ Employee #: _____ Site: _____ Year: _____

Date(s) of absence: _____ # of work days or hours: _____

All leaves shall be taken in accordance with the leave provisions in Articles 9 and 10 of the Classified Contract and California Education Code. When possible, **advance approval is requested** in order to plan appropriately for the absence.

____ **SICK LEAVE** - choose one from below (new employees of the district are not eligible to take more than 6 days until 6 months of active service have been completed)

____ Personal Illness

____ Doctor/Dental Appointment

____ Extended Illness Leave (requires medical certification provided to Health and Welfare and/or site)

____ **FAMILY NECESSITY LEAVE** (may use up to 50% of annual accrual of sick leave to attend to an ill child, parent or spouse)

Relationship: _____

____ **PERSONAL NECESSITY** (Choose one from below):

(Not available for purposes of personal convenience, or for the extension of a holiday or vacation, or for recreational activities.)

(7 day limit per school year)

____ Imminent danger to home and property

____ Accident involving person or property of employee or immediate family

____ Appearance in court or tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction *(each date of necessary attendance other than indicated on subpoena shall be certified by clerk or authorized agent of the court)*

____ **Personal Business** – No reason needs to be specified **(2 day limit per school year)** – Only available to employees with 12 or more accrued sick leave days and not granted during the first week of student attendance)

____ **Other** – Confidential and Sensitive Circumstances (Pre-approved by Immediate Supervisor)

Verbal Explanation Given: Immediate Supervisor Initials _____

____ **VACATION** (12 Month Employees Only) – 2 week notice required with prior approval by Supervisor.

____ **JURY DUTY** (Not available for Crossing Guards/Verification of service required)

____ **BEREAVEMENT** (limited to 5 days for immediate family) Relationship: _____
(Not available for Crossing Guards/Preapproval if possible)

____ **SCHOOL SITE BUSINESS / UNION BUSINESS**

For Time Keeper: Union Business - Send copy to Secretary of Assistant Superintendent of Personnel

School Site Business – Keep copy at site for your records

Explanation: _____

Employee Signature: _____ Date: _____

(Continued on Next Page)

Appendix K - Employee Leave Request (2 of 2)

Approved ____ Denied ____ Supervisor Printed Name: _____ Supervisor Signature:_____	
Date:_____ Reason for Denial:_____	
<i>Time Keeper Use Only:</i> Available Balances (<i>Filled out prior to Supervisor approval</i>)	
P/N____ P/B____ Sick____ Probationary Employee____ Aesop Verified____	

Additional Information:

- Satisfactory proof of the nature, extent, and duration of the illness, including District-procured doctor's verification, may be required for the employee in cases where his/her supervisor can articulate that the employee has violated the intent of the sick leave policy.
- If an employee has given notice of return from an absence (must be prior to 2:30pm the day before) and then determines he/she is unable, a notice of 1 hour before the employee's normal work day is to begin is to be given (through Aesop, site secretary or department).
- For Family Care and Medical Leave (Including Pregnancy Disability Leave) please contact a Health and Welfare Benefit Specialist for details and questions.