

Agreement

This is the agreement between
Union School District and
Support Team. The Agreement
is valid from July 1, 2017 to June 30, 20

03/20/2018

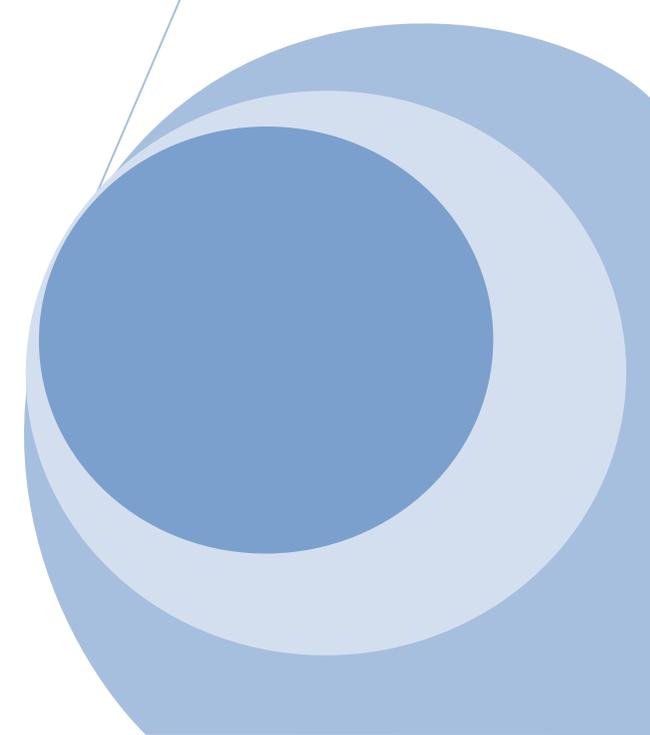
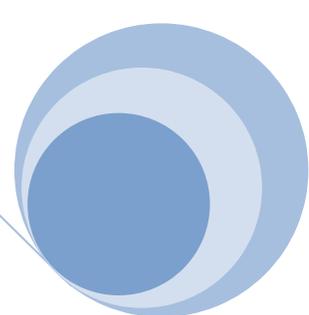
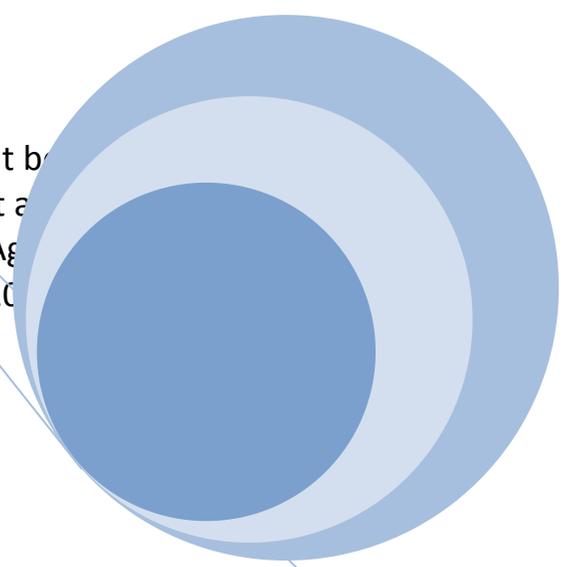


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ARTICLE I - Agreement

- 1.1 This Agreement shall remain in full force and effect through June 30, 2017. Further negotiations for the 2014-2015 school year shall be closed. For the 2015-2016 school year, the District and Association shall be entitled to select up to two (2) Articles for reopener negotiations excluding Article XVI (Compensation), which shall remain closed. For the 2016-2017 school year, the District and the Association shall be entitled to reopen negotiation on Article XVI (Compensation). In addition, for the 2016-2017 school year, each party may select up to two (2) additional Articles for reopener negotiations. During the term of the agreement, except for the reopener negotiations provided above, the Association expressly waives and relinquishes the right to meet and negotiate and agrees the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to in the Collective Bargaining Agreement or not.

- 1.2 The Article and provisions herein constitute a bilateral and binding agreement (hereinafter referred to as "Agreement") by and between the Governing Board of the Mesa Union School District (hereinafter referred to as the "District") and the Mesa Union Support Team (MUST), an affiliate of the National Education Association (NEA), (hereinafter referred to as the "Association") an employee organization.

- 1.3 The Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

ARTICLE II - Recognition

- 2.1 The District recognizes the Association as the exclusive representative of all classified employees excluding the following: Management, confidential, and supervisory employees who are excluded from the bargaining unit as found in PERB documents.

- 2.2 The parties to this Agreement recognize that the duties and work performed by the classified employees in the bargaining unit described above shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit.

ARTICLE III - Maintenance of Standards

- 3.1 The District shall not reduce or eliminate any benefits or professional advantages that were enjoyed by unit members as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.

- 3.2 All rules, regulations, or practices of the District, shall remain in full force and effect unless specifically addressed by the provisions of this Agreement.

- 3.3 The parties to this Agreement shall not interpret or apply this Agreement, any of its terms, or the work rules, which implement this Agreement in a manner that is arbitrary, capricious, or discriminatory.

ARTICLE IV - Nondiscrimination

- 4.1 The District is aware and acknowledges that it is unlawful to discriminate because of race, color, national origin, religion, sex, sexual orientation, age, physical disability, marital status, economic status, political affiliation, domicile, employee organization affiliation, participation in the activities of an employee organization, union affiliation, or exercise of the rights contained in this Agreement. Nothing in this Article shall constitute a waiver of a unit member's rights to process a discrimination claim through an appropriate government agency, or a court of competent jurisdiction.
- 4.2 Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

ARTICLE V - Savings

- 5.1 If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 5.2 It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

ARTICLE VI - Statutory Changes

- 6.1 Changes in the law affecting a matter within the scope of representation will be addressed through negotiations process. Changes in the law are not automatically incorporated into this Agreement.

ARTICLE VII – Grievance Procedure

- 7.1 Definitions

A “grievance” is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of the agreement. A “grievant” may be any unit member or members of the District, or “Mesa Union Support Team” as provided by the terms of this agreement. The “immediate supervisor” is the lowest level administrator having jurisdiction over the grievant who has been designated to adjust grievances.

7.2 Right to Representation

The grievant has the right to have a representative present at any level of the grievance procedure beyond the informal level.

7.3 Confidentiality of Grievance Files

All documents dealing with the processing of a grievance shall be filed separate from the personnel files of the participants and shall be afforded all the confidentiality of personnel files.

7.4 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve the grievance by an informal conference with his/her immediate supervisor. Every attempt should be made by both parties to resolve the grievance at this level. This may include, if both parties agree, that a second informal conference be held which could include additional information and/or additional personnel shall then inform their supervisor that the grievance has been resolved, or that they intend to pursue the Formal Level—Level I.

7.5 Formal Level—Level I

Within ten (10) days after the occurrence of the act of omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the remedy sought. The supervisor shall communicate his/her decision to the grievant in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference.

7.6 Level II

If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10) days, appeal the decision on the appropriate form to the Superintendent or his/her designee. This statement shall include a copy of the original grievance, the decisions rendered and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or his/her designee may request a personal conference within the above time limits. The Superintendent or his/her designee shall communicate his/her decision to the grievant within ten (10) days after receiving the appeal. If the Superintendent or his/her designee does not respond within the time limits provided, the grievant may appeal to the next level.

7.7 Level III

If the grievant is not satisfied with the decision at Level II, he/she may within ten (10) days appeal the decision on the appropriate form to the Board of Trustees. This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal. The Board of Trustees shall submit a copy of the grievance and written decision to the grievant and the association within ten (10) days after the next regularly scheduled Board meeting. If the Board does not respond within the time limits provided, the grievant may appeal to the next level.

7.8 Level IV

If the grievant is not satisfied with the decision at Level III, he/she may request the free services of the California State Mediation and Conciliation Services for mediation/arbitration. ***Upon mutual written agreement of the parties,*** ~~This~~ ***this*** decision shall be binding to both parties.

ARTICLE VIII – Association Rights

8.1 District Service

8.1.1 ***Subject to reasonable regulation,*** Association ***officers*** shall have the right to use the District mail service and unit member mailboxes for communications to unit members-

8.1.2 ***Subject to reasonable regulation,*** ~~The~~ Association ***officers*** shall have the right to use the District electronic mail service and unit member electronic mailboxes for communications to unit members-

8.2 Bulletin Boards

8.2.1 The Association shall have the right to post notices of activities and matters of Association concern on ***an*** Association ***provided*** bulletin boards ***of a reasonable size, to be located in the employee lounge.***

8.2.2 The Association shall have the right to post notices of activities and matters of Association concern on electronic bulletin boards maintained by the District, ***if any.*** ***To the extent practicable, unit*** members shall have access to the District bulletin boards at each unit member's workstation or classroom.

8.3 Use of Buildings and Equipment

8.3.1 The Association shall have the right to ***reasonable*** use ***of*** District buildings, sites, and equipment during all reasonable hours for meetings and other Association activities; ***provided, however, that such use shall not interfere***

with the effective operation of the District, nor entitle unit members to conduct Association business during work hours.

8.4 Access to Worksite

Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that *that such activities shall not interfere with the effective operation of the District, nor entitle unit members to conduct Association business during work hours.*

8.5 Access to Information

The District agrees to comply with legal requirements regarding requests for information.

8.6 Appointment to District and Joint Committees

The Association shall have the opportunity to select unit member representatives to all District committees.

8.7 Release Time

8.7.1 *A reasonable number of* Bargaining Team members shall be provided *a reasonable amount of* release time for negotiations at no loss of salary or other benefits.

8.7.2 Grievant, witnesses, and Association representatives shall be provided release time for grievance processing at no loss of salary or other benefits.

8.7.3 Unit members shall be provided release time, reimbursed by the Association, to attend Association (including CTA, NEA) meetings and training *consistent with Education Code section 45210.*

8.9 Dues Deductions

8.9.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be re-solicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.

8.9.2 Any unit member who is a member of the Association or who has applied to be a member, may sign and deliver to the District an assignment authorizing

deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

- 8.9.3 With respect to all sums deducted by the District pursuant to Section 8.9.1 and 8.9.2 above, the District agrees to remit such moneys to the Association accompanied by an alphabetical list of unit members, including their names, addresses, and work locations for whom such deductions have been made, and indicating any changes in personnel from the previous list.
- 8.9.4 The Association shall indemnify, defend, and completely hold the District harmless from any claims of any kind by any employee of the District, whether a member of the Association or not, from any claim of any misapplication, error, or omission of any kind alleged against the District dealing with dues deductions. The Association shall pay for the legal fees of the District, *including the representative of the District's choice*, and any and all judgments against the District arising from the same. The District shall make a written request for compliance with this complete hold harmless provision.

ARTICLE IX – Transfers and Vacancies

- 9.1 A unit member may be transferred at his/her request or for the good of the *District* from one position to another, in the same class, at the discretion of the *District administration*, provided that such action shall not be taken for punitive or preferential reasons. In cases of involuntary transfer, the Association President shall be consulted before action is taken. If the Association President disagrees with the transfer, at least five (5) working days shall pass before the transfer becomes official.
- 9.2 Procedure for Filling Vacancies
- 9.2.1 If a position becomes vacant, the *District* will internally advertise the potential transfer opportunity for a period of seven (7) working days, during which time permanent unit members may file a request for transfer for the vacancy according to established procedures.
- 9.2.4 In reaching its decision to select a particular candidate, the District will consider criteria including, but not limited to, qualifications, district needs, relevant experience, seniority, previous performance, and absenteeism.
- 9.7 Reasons for any transfer that is not voluntary shall be discussed with the unit member by his/her immediate supervisor.

ARTICLE X - Layoffs

- 10.1 The decision to layoff classified employees is within the sole discretion of the Governing Board. Layoff, as used herein, shall refer to any elimination or reduction in assigned time or work, and shall be within the sole discretion of the Governing Board. Prior to reduction in hours or work year, the parties shall meet to *discuss* alternatives to the District's decision to reduce hours or work year.
- 10.2 Layoff shall occur for lack of work or lack of funds as determined by the District, or any additional reason designated by the Legislature.
- 10.3 Any layoff shall take place upon forty-five (45) days written notice except as otherwise provided by the Education Code.
- 10.4 Any notice of layoff shall specify the reason for layoff, the identity by name and classification of the unit member designated by layoff, and reemployment rights.
- 10.5 Following notice of layoff as provided herein above, the Association and the District shall meet to review the layoffs and to determine the order of layoff within the provisions of the Agreement and Education Code.
- 10.6 The District shall supply the Association with a seniority list, a layoff list and a statement of the bumping rights of the unit members on the list.
- 10.7 The District agrees to consult with the Association concerning the redistribution of workload.
- 10.8 Order of Layoff
- The order of layoff shall be reverse seniority order. Seniority is established by *length of service within* the affected classification, or any higher classifications; the unit member who has been employed the shortest time in the class plus higher classes shall be laid off first.
- 10.9 *Length of service* shall be *determined by* the date of hire in the classification and shall include time in any higher classification.
- 10.10 Ties in seniority shall be determined by lot.
- 10.11 Voluntary Demotions
- Unit members who wish voluntary demotions in lieu of layoff to classes not previously held may be voluntarily demoted to vacant positions for which they qualify, consistent with the provisions of this Agreement and with the approval of the Superintendent.

10.12 Bumping Rights

10.12.1 A unit member laid off from his/her present class may bump into any ~~position~~ classification for which they have sufficient seniority. The unit member's placement shall be determined by bumping the person with the least *seniority* in the classification.

10.13 Reemployment

10.13.1 Order of Reemployment

Reemployment shall be in the reverse order of layoff.

10.13.2 Replacement

When there is an existing layoff reemployment list, any existing classified bargaining unit positions that were eliminated due to lack of funds or lack of work shall not subsequently be *permanently* filled by *short* term employees or work experience students.–

10.13.3 Reemployment Rights

Reemployment rights will be handled according to Education Code Section 45298.

10.13.4 Notification of Reemployment

The District shall notify unit members on the reemployment list of vacancies–
A record of method of contact shall be maintained by the District.

10.13.41 Unit Member Notification to the District

A unit member shall notify the District by telephone or in writing of his/her intent to accept or refuse employment within five (5) working days following receipt of the reemployment notice. Failure by the unit member to tender the notice to the District, within five (5) days, as provided for herein, shall be deemed a refusal of the employment by said unit member. The laid-off unit member will relinquish his/her position on the list and will be considered to have voluntarily resigned after declining two offers of employment in the same classification, at the same number of hours per day and days per year as the assignment of the unit member prior to the layoff.

10.13.5 Reinstatement after Resignation

Reinstatement of a unit member after resignation per 10.13.5 above will be handled according to Education Code Section 45309.

10.13.6 Work as Substitute

Unit members who are laid off shall be permitted to serve in classifications from which they were laid off as short term/substitute employees in the absence of a qualified incumbent, provided the laid off unit member notifies the District of his/her desire to be placed on a substitute list. Eligibility for substitute service as provided herein shall be limited to unit members whose last evaluation prior to layoff was at least satisfactory. The rate of pay shall be that applicable to substitute employees (Step 1).

10.14 Effects

10.14.1 Any unit member who is improperly laid off shall be reemployed upon such determination of the error and shall be reimbursed for all loss of salary and benefits retroactive to date of written notification of the error to the District.

10.14.2 Health and Welfare Benefits

For layoffs and reductions in assigned time of unit members, the District shall continue the health benefit package existing on the effective date of layoff for the remainder of the month in which layoff occurs,–

10.14.13 Waiver

Except as provided herein, the District and the Association each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter related to layoff actions, and effects related thereto, during the terms of the current agreement, when such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated the current agreement.

ARTICLE XI – Hours

11.1 Workweek: The regular workweek of a unit member shall consist of not more than five (5) consecutive working days.

11.2 Workday: The length of the regular workday shall not exceed eight (8) hours and shall be designated by the District for each classified assignment in accordance with the needs of the District and the task being performed. Each unit member shall be assigned a fixed, regular and ascertainable number of hours.

11.3 Lunch Periods: All unit members working in an assignment of at least five hours per day shall be entitled to an uninterrupted lunch period of at least

thirty (30) minutes scheduled at or near the midpoint of each work shift or as near a normal meal time as possible. Lunch periods shall be unpaid time.

11.4 Rest Periods: All unit members who work an assigned shift of at least four (4) hours shall be granted rest periods of fifteen (15) minutes near the middle of each four (4) hours work period at the time selected by their supervisors. Special shifts or special duties may modify actual practice, but not the basic intent of this rule. Examples include by are not limited to: (1) evening or special shift of eight (8) hours will have a total of thirty (30) minutes to be used to the best advantage as determined by their supervisors; (2) Bus Drivers may not interrupt a loaded bus run unless it is a rest stop for the passengers too. Rest periods shall be considered time worked for pay purposes. Rest period shall be duty-free. When possible, rest periods shall not include moving from one campus location to another.

11.4.1 When necessary, and without compromising student safety, unit members with campus supervision duties may be permitted occasional brief periods of sitting while on duty.

11.5 The District shall make available at each work site lunchroom and restroom facilities for staff use.

11.6 Special Time Off:

11.7 The District shall designate areas of shade protection for use by any unit members required to be in the direct sun thirty consecutive minutes or more while on duty.

ARTICLE XII – Overtime/Compensatory Time Off

12.1 Overtime is defined to include any District-authorized time required to be worked in excess of eight (8) hours in any one day or any time in excess of forty (40) hours in any workweek.

12.1.1 A unit member who works authorized overtime shall be paid at a rate equal to 1-1/2 times his/her regular rate of pay for the overtime worked. Shift and special assignment differentials shall be included in determining the unit member's regular rate of pay.

12.2 The District shall have the right to implement a "4-10" workweek. Prior to implementing such a decision, the District shall notify the Association of its intention and upon request, negotiate with the Association regarding such decision.

12.2.1 If a "4-10" plan is implemented, overtime will be paid for:

12.2.2 All hours worked in excess of 10 hours per day

- 12.2.3 All hours worked on the fifth, sixth and seventh days, except that a unit member working an average workday of five hours or less during a workweek shall receive overtime for any work required to be performed on the sixth or seventh day following the commencement of the unit member's workweek.

ARTICLE XIII – Work Year

- 13.1 Unit members shall be entitled to the paid holidays as provided by law

ARTICLE XIV -Vacation

- 14.1 *Regular employees shall accrue one day of vacation leave with pay for each month of service rendered. Vacation leave for part time regular employees shall be computed proportionately.*
- 14.2 *After ten years of employment, a regular employee will be granted an additional one-week's vacation (five (5) working days) in addition to the normally accrued vacation days for that year. After completion of fifteen (15) years the employee would receive an additional five days, totaling twenty-two (22) days maximum.*
- 14.3 *All vacations shall be taken at a time convenient to the District, with approval of the Superintendent. Vacations shall not be accrued from year to year.*
- 14.4 *Part-time employees working on an intermittent basis are not entitled to vacation time.*
- 14.5 *Part-time classified employees are entitled to vacation pay at a proportionate rate.*
- 14.6 *Holidays falling within the employee's vacation period do not count as vacation days.*
- 14.7 *Upon separation from service, the employee shall be entitled to a lump compensation for all earned and unused vacation, except those employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.*

ARTICLE XV –Leaves

- 15.1 Eligibility

All unit members are eligible for leave under this Article

- 15.2 Benefits

- 15.2.1 Except as otherwise defined by this Article or in the approval of a discretionary leave of absence, leave under this Article shall entitle the Unit Member to all economic benefits of employment, except for salary, on the same basis as if the Unit Member were not on leave. Unit Members are also entitled to continue medical benefits at their own cost during an approved leave of absence.
- 15.2.2 Except as provided in Section 15.3, approved leaves under this Article shall entitle the Unit Member to continued accrual of the following "service-related" rights of employment, including, without limitation, seniority, salary advancement, and reemployment. Applicability of seniority earned while on leave to optional early retirement programs shall be negotiated with the Association prior to implementation.

15.3 Duration

At the discretion of the District, leave under this Article may be as long as an entire work year.

15.4 Employee requirements for the following leaves are covered in this article:

- a. Bereavement Leave
- b. Catastrophic Leave
- c. Family Medical Leave Act (FMLA)
- d. Industrial Accident and Illness Leave (not concurrent)
- e. Judicial Leave
- f. Maternity Leave
- g. Personal Necessity Leave
- h. Sick Leave

15.4.1 Sick leave, which is credited under this article may be used, at the Units member's election, for the purposes of personal necessity leave as stated in Education Code 45207, provided that the use of such personal necessity leave does not exceed seven (7) days in any school year. Personal necessity leave may be granted for reasons other than those stated in Education Code at the discretion of the Superintendent.

15.5 Definitions of Immediate Family

By definition, immediate family includes mother, mother-in-law, father, father-in-law, step-mother, step-father, spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, grandparent, grandparent-in-law, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, guardian, grandchild, step grandchild, domestic partner or person whose proof of permanent mailing address is the immediate household of the Unit Member.

15.6 Procedures

15.6.1 Leave under this Article shall commence on the date indicated by the Unit Member in the leave request provided by the Unit Member to her/his supervisor.

15.6.2 The leave request shall specify: Leave requested pursuant to this Article, the date the requested leave would commence, the anticipated pattern of leave use if the Unit Member will not be absent continuously, whether the Unit Member desires to substitute other paid leave for leave under this article and if so how much paid leave, and the anticipated date of return to continuous active service, if known to the Unit Member.

15.6.3 If the Unit Member is able to return prior to the specified date of return, or if no date of return was specified, the Unit Member shall submit a return notice, which shall specify: That the Unit Member is on leave pursuant to this Article, that the Unit Member will return to continuous active service, and the date upon which the Unit Member will return to continuous active service.

15.6.4 Delivery of a leave or return notice shall be delivered to Unit Member's supervisor.

15.6.5 If a Unit Member on leave under this Article determines to resign or retire without returning to continuous active service, the Unit Member shall provide written notice of such determination to the District, designating the last day of employment. Leave under this Article shall terminate without further notice to the District on the next workday following the day designated by the Unit Member as the last day of employment.

15.6.6 A Unit Member who, while on leave under this Article, may provide written notice of determination to resign or retire at any time. Said notice shall be effective upon acceptance by the Superintendent or designee. The Unit Member may thereafter petition the Governing Board for reinstatement.

15.7 Bereavement Leave

A Unit Member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if out-of-state travel is required, without loss of salary on account of the death of any member of his/her family.

15.8 Catastrophic Leave

- 15.8.1 Unit Members may donate the balance of any unused sick leave in any school year to a catastrophic leave bank. The Payroll Department shall record donations of sick leave, which shall be made available to Unit Members who are subsequently approved for catastrophic leave under this section.
- 15.8.2 A catastrophic leave committee shall be comprised of (1) the Superintendent or designee; (2) two Unit Members appointed by the Association. The decision of the committee with respect to whether to grant leave under this section shall be final.
- 15.8.3 A permanent Unit Member may request up to fifty (50) additional days of paid sick leave, in any twelve-month period, as a result of a catastrophic illness or injury. A Unit Member may only request these additional days, under this provision, once every five years.
- 15.8.4 Whenever possible, a Unit Member must submit a request for the additional days to the catastrophic leave committee at least fifteen (15) working days before they expect to exhaust all available paid leaves, ***including sick leave, comp time, and vacation***. The Unit Member is required to submit a physician's verification which clearly states the Unit Member is incapable of meeting the responsibilities of his/her normal work assignment due to devastating personal health circumstances. The committee shall determine if the illness or injury meets the appropriate criteria and determine the number of days to be awarded. Under no circumstances can the committee grant more leave than is available from the leave balance; however, the committee may solicit additional donations to the leave bank if necessary.
- 15.8.5 A "catastrophic illness" or "injury" means an illness or injury that is expected to render the Unit Member incapable of meeting the responsibilities of his/her normal work assignment for an extended period of time, which must be at least thirty (30) work days.
- 15.8.6 The intent of this particular leave is to provide Unit Member economic relief for devastating personal health circumstances. Catastrophic leave may not be used for:
- a. Elective Surgery
 - b. Personal Necessity Leave
 - c. Normal Pregnancy
 - d. Substance Abuse Rehabilitation
 - e. Bereavement
- 15.9 Family Medical Leave Act

- 15.9.1 A child rearing leave of absence may be granted to a Unit Member for the purpose of child rearing under the following conditions, as outlined in The Family and Medical Leave Act:
- 15.9.1.1 The Family and Medical Leave Act (FMLA) of 1993 provides up to twelve (12) weeks of unpaid, job-protected leave to eligible Unit Members for certain family and medical reasons. Unit Members are eligible if they have worked for Mesa Union School District as a 1.0 FTE (Full Time Employee) for one year. FMLA entitles Unit Members to paid health and welfare benefits and rights back to a similar position.
- 15.9.2 Leave may be granted for any of the following:
- 15.9.2.1 To care for Unit Member’s spouse, child, or parent, who has a serious health condition;
- 15.9.2.2 For a serious health condition that make the Unit Member unable to perform his or her job, except for leave taken for disability due to pregnancy, childbirth, or related medical conditions.
- 15.9.2.3 “Child” means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in *loco parentis* as long as the child is under eighteen years of age, or an adult dependent child. “Parent” means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or another person who stood in *loco parentis* to the Unit Member when the employee was a child.
- 15.9.2.4 A “serious health condition” must meet the criteria set forth in federal and/or state law, and includes an illness, injury, impairment, or physical or mental condition that involves:
- a. Any period of incapacity or treatment in connection with or in consequence to a hospital, hospice or residential medical care facility;
 - b. Any period of incapacity requiring absence from work, school, or regular daily activities or more than three (3) calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days or for prenatal care.
- 15.9.3 Terms of Leave:

- 15.9.3.1 ***Unit members must meet all applicable requirements for entitlement to FMLA leave.*** FMLA leave shall not exceed twelve (12) workweeks during any twelve-month period. The twelve-month period shall begin with the date that any employee's first FMLA leave begins. FMLA leave shall run concurrently with the State Family Care and Medical Leave Act except for leave taken for pregnancy disability, childbirth, or related medical conditions which extend beyond six (6) weeks. Pregnancy disability extends up to four (4) months. Unit Members are entitled to twelve (12) weeks of California Family Rights Act (CFRA) leave without benefits after disability ends. Leaves for the birth or placement of child must be initiated within one (1) year of the birth or placement of the child. Such leave shall not be taken intermittently or on a reduced leave schedule. If both parents of a child work for the District, FMLA leave for the birth or placement of the child shall be limited to a total of twelve (12) weeks.
- 15.9.3.2 During FMLA leave, the Unit Member must use all accrued leave and any other paid or unpaid time off negotiated with the District. FMLA will run concurrently when receiving differential or half pay. Accrued sick leave shall be used when the purpose of the leave is one for which sick leave can be taken pursuant to bargaining unit agreements and/or Board Policy. The Unit Member will be required to provide advance leave notice and medical certification as is reasonably possible. Leave may not be denied if the requirements are met.
- 15.9.3.3 The Unit Member must provide thirty (30) days advance notice when the leave is foreseeable.
- 15.9.3.4 If leave is planned for medical treatment or supervision, the Unit Member shall make a reasonable effort to schedule leave to avoid disruption of District operations.
- 15.9.3.5 Requests for FMLA must be accompanied by a certification for the health care provider of the person requiring care to include:
- a. The date on which the serious health condition began.
 - b. The probable duration of the condition
 - b. If FMLA leave is due to a Unit Member's serious health condition, the health care provider/s certification that the Unit Member is unable to perform the functions of this/her job due to the serious health condition.
 - d. FMLA leave for the care of a child, spouse, or parent shall also include:
 - i. Estimate of the amount of time the health care provider believes the Unit Member needs to care for the child, parent, or spouse.

- ii. Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent, or spouse.

15.9.3.6 Maintenance of Benefits

During FMLA leave, the Unit Member shall continue to be entitled to participate in the District's medical, dental, and vision plans with the same District contribution that was in effect prior to the leave. Upon expiration of FMLA leave entitlement, if additional unpaid leave is authorized, continuation of health care benefits coverage shall be allowed with the Unit Member paying all costs of coverage or as may be allowed in other applicable policies.

15.9.3.7 Maintenance of Status

The Unit Member shall retain his or her employee status with the District during the leave period. The leave shall not constitute a break in service for purposes of longevity or seniority. For purposes of layoff, recall, promotion, job assignment and seniority-related benefits, the Unit Member returning from FMLA shall return with no less seniority than he or she had when leave started.

15.9.3.8 Reinstatement

- a. Leave under this Article shall terminate whenever the Unit Member returns to continuous active service.
- b. A Unit Member who while on leave under this Article gives notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the next work day following expiration of the leave.
- c. If the leave was due to the Unit Member's own serious health condition, prior to returning to work the Unit Member shall provide a certification from the health care provider that he/she is able to resume the essential duties of the position.
- d. The District will reinstate the Unit Member in the same or a comparable position when leave ends. At the expiration of the leave of absence, for twelve (12) calendar months or less, the Unit Member will return to the school with the same seniority and status rights as prior to leave.
- e. A Unit Member who takes leave has no greater right to reinstatement than if he or she had been continuously employed. If the District reduces its work force during the leave period and the Unit Member is laid off for legitimate reasons at that time, he or she is not entitled to reinstatement.

- f. The District shall not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against any Unit Member because he/she exercises the right to FMLA or because he/she gives information or testimony related to his/her or another persons' FMLA leave in an inquiry related to family leave rights.

15.10 Industrial Accident Leave

15.10.1 Unit Members will be entitled to industrial accident leave for personal injury or illness, which has qualified for Workers' Compensation.

15.10.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

15.10.3 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state.

15.10.4 Upon conclusion of this industrial paid leave, an employee may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed 100% of the employee's normal compensation.

15.10.5 An employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized worker's compensation physician certifying the employee's ability to return to his/her position classification without restrictions to the employee's normal duties.

15.12 Judicial Leave

15.12.1 Unit Members will be provided leave for regularly called jury duty and to appear as a witness under a summons other than a litigant, for reasons not brought about through the connivance or misconduct of the Unit Member. The Unit Member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave or as a witness.

15.12.2 A Unit Member granted a jury duty leave under these provisions shall be granted compensation which, when added to jury duty fees, excluding expenses provided by the court, shall not exceed the employee's regular District compensation.

15.13 Maternity Leave

Sick leave may be used for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from. The length of such disability leave, including the date on which the leave shall commence and the date on which normal duties shall be resumed, shall be determined by the Unit Member and the Unit Member's physician.

15.14 Personal Necessity Leave

15.14.1 *Sick leave*, which is credited under this article may be used, at the Unit Member's election, for the purposes of personal necessity as stated in Ed Code 45207; provided that the use of such personal necessity leave does not exceed seven (7) days in any school year.

15.14.2 Unit Members will notify the administration (Principal or Superintendent) regarding the need of said personal necessity leave when the need arises.

15.14.3 Whenever possible, a request for a substitute will be made in writing 48 hours in advance of the absence in order to secure a qualified substitute.

15.15 Leave of Absence

15.15.1 Any Unit Member may request a personal unpaid leave of absence for reasons including, but not limited to, ~~study~~, family hardship, or extended health rehabilitation. Any Unit Member seeking such approved leave of absence shall submit a request including the reasons and any supporting information related thereto and the duration of the length of the requested leave. Personal unpaid leave of absences shall be for the balance of the school semester, balance of the school year, or a school year. The unit member shall submit the request described to the Superintendent for recommendation and presentation to the Board of Trustees for approval or denial.

15.15.2 A Unit Member shall not accept gainful employment while on such leave of absence from the District unless the employment is secondary to the primary purpose of the leave.

15.16 Sick Leave

15.16.1 Full-time unit members shall be entitled to one day per month of work plus an additional two (2) days will be for purposes of personal illness, injury or quarantine. Unit Members covered by this agreement working less than full-time shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment.

- 15.16.2 Any unused sick leave credit may be used by the Unit Member for sick leave purposes without loss of compensation. Upon exhaustion of all accumulative paid leaves, including sick leave, comp time, and vacation, an employee who continues to be absent for purposes of this leave provision shall receive **50%** differential pay for a period ***not to exceed one hundred (100) school days***. In order to qualify for differential pay, a unit member shall first utilize ***current paid leaves of absence, including sick leave, comp time and vacation***. Only one increment of differential pay shall be allowed for any single and continuous absence that extends into the next school year.
- 15.16.3 If a Unit Member does not utilize the full amount of leave as authorized in ***15.16.1, above***, in any one school year, the amount not utilized shall be accumulated from year to year.
- 15.16.4 On return to service the Unit Member shall complete a District form indicating the reason for the absence. If the absence is due to a quarantine or injury, the reason shall be stated. Upon request by District management, a Unit Member shall be required to present a satisfactory medical doctor's certificate indicating an ability to return to his/her position classification without restrictions to the employee's normal duties.
- 15.16.5 A Unit Member shall make every effort to contact his/her immediate supervisor as soon as the need to be absent is known to permit the employer time to secure a suitable substitute. Lack of notice may be grounds for denial or leave without pay or other disciplinary action.
- 15.16.6 Unit Members absent less than a full day shall be charged on a prorated basis.
- 15.16.7 Unit Members on sick leave shall notify the District two (2) hours prior to the close of school of their intent to return the following workday. A unit member on such leave may return to work without prior notice; however, if a substitute has been employed, the unit member shall have deducted from their compensation the compensation paid to the substitute.

ARTICLE XVI – Compensation

16.1 Salary

- 16.1.1 For the 2014-2015 school year, the classified salary schedule shall be increased by 3% retroactive to July 1, 2014, for all MUST unit members who are active employees as of the date of ratification by MUST and approval by the Board of Trustees of the parties' agreement (whichever is later).

16.1.2 The classified salary schedule shall be increased by 3% effective July 1, 2015, for all MUST unit members who are active employees as of July 1, 2015. Anniversary increments shall be paid to all MUST members as follows:

For all employees:

On the first day of the month in which an employee completes 8 years: \$40.00 per month

On the first day of the month in which an employee completes 11 years: \$60.00 per month

On the first day of the month in which an employee completes 14 years: \$83.33 per month

On the first day of the month in which an employee completes 19 years: \$167.67 per month

On the first day of the month in which an employee completes 24 years: \$250.00 per month

16.1.3 The District will publish a salary schedule for each classification.

16.2 Benefits

Effective July 1, 2005, the District will contribute 50% of the increase cost for the 80% plan for 2005-2006 school year.

16.2.1 Full-time unit members: The District will purchase the health, vision, and dental benefits for full-time unit members and their families ***up to the maximum contribution***

16.2.2 Part Time unit members: The District will partially purchase health, vision and dental benefits for part-time unit members and their families ***up to the pro rata maximum contribution***.

16.2.3 ***Employee insurances include medical, dental, and vision for employee and family. An enrollment form is necessary for participation in these insurance plans. The District will provide a payment for health, vision, and dental benefits for all full-time employees. Coverage for employees working 4-5 hours daily will be paid 50% by the District; employees working 6-7 hours daily will be paid 75% by the District; and employees working 8 hours daily will be covered 100% by the District.***

- 16.2.3.1 *Insurance coverage will begin as soon as the beginning of the month following employment, pending completion of the appropriate enrollment form.*
- 16.2.3.2 *August 15 through September 15 of each year is the only “open enrollment” period for the employees who wish to change insurance coverage.*
- 16.2.3.3 *Enrollment of a new child and/or new spouse must be done on the appropriate form within thirty (30) days of birth and/or marriage.*
- 16.3 ***Retiree Benefits***
 - 16.3.1.1 *The District shall continue the current contribution towards the payment of the health insurance premium for eligible retired classified employees. Eligible employees are those classified personnel who have fully retired under the provisions of the PERS Retirement System, served the District full-time for fifteen (15) consecutive years and are between the ages of 55 and 65 years of age. This contribution shall cease as of the first day of the month following the employee reaching 65 years of age. *These stated benefits shall apply only to employees hired prior to August 1, 1985.*
 - 16.3.1.1.1 *Prior to August 1, 1985 – full benefits*
 - 16.3.1.1.2 *After August 1, 1985 – \$1,500 toward benefits*
 - 16.3.1.1.3 *After September 1, 1996 – \$1,000 toward benefits*
 - 16.3.1.1.4 *After January 1, 1999 – no benefits*
 - 16.3.1.1.5 *All current employees will receive benefits as stated per employment date and eligibility. All new employees hired after January 1, 1999 will cease to receive benefits upon retirement (Medicare benefits apply per eligibility).*

Article XVII-Evaluations

- 17.1 **WHEN EVALUATIONS ARE TO BE MADE**
 - 17.1.1 *Probationary Employees: Employees shall be evaluated at least twice during the probationary period. These evaluations shall occur at approximately the seventh (7th) and twenty-fourth (24th) workweeks subsequent to probationary employment.*
 - 17.1.2 *Permanent Employees: The performance report interval shall be no less than one (1) per fiscal year.*
- 17.2 **WHO PERFORMS EVALUATIONS**

17.2.1 *The performance evaluation shall be done by management at the work site. When the manager who is the evaluator is not the employee's immediate supervisor, input will be included from the supervisor(s) of the employee. The documentation received from the supervisor(s) will be attached to the evaluation.*

17.3 **PROCEDURES TO BE FOLLOWED**

17.3.1 *Performance evaluation reports shall be made on evaluation forms. The evaluator shall include input from the employee's supervisor(s). The evaluation shall be reviewed by the principal, site administrator or other management.*

17.3.2 *The evaluator shall present the performance evaluation report to the employee and shall discuss it with the employee. The evaluation form shall be signed by the employee, and the evaluator. Such signing by the employee shall not necessarily be constructed as agreement with the evaluation. Negative or critical evaluations shall contain specific recommendations for improvement. The employee may respond in writing to the evaluation within thirty (30) days of the evaluation, and such response shall be made a permanent attachment.*

17.3.3 *No performance report of any employee shall be placed in the personnel file without an opportunity for discussion between the employee and those signing the performance report.*

17.3.4 *Should an employee be evaluated less than acceptable, and additional evaluation shall occur within thirty (30) days.*

17.4 **APPEALS**

17.4.1 *No grievance arising under this rule may challenge the contents of the evaluation. Grievance concerning the evaluation shall be limited to a claim that procedures have been misinterpreted or misapplied.*