

JULY 1, 2023 - JUNE 30, 2025

COLLECTIVE BARGAINING AGREEMENT

Between the

MILLER CREEK SCHOOL DISTRICT

And

**SAN RAFAEL CHAPTER #341
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION**

Covering

THE CLASSIFIED BARGAINING UNIT



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MILLER CREEK SCHOOL DISTRICT

THIS AGREEMENT, hereinafter referred to as the Agreement, is entered into this first day of July 2013 by and between the Miller Creek School District (formerly known as Dixie School District), hereinafter referred to as "District," and the San Rafael Chapter #341 of the California School Employees Association, hereinafter referred to as the "Association."

The term "Agreement" as used herein means the written agreement provided under Section 3540.1 (h) of the Government Code.

ARTICLE I

RECOGNITION

- A. The District recognized the Association as the exclusive representative for the employees in the Classified Unit.
- B. The Classified Unit consists of employees as stated in the listing of positions set forth in EXHIBIT "A" of this Agreement.
- C. This Agreement applies only to employees in the above-described representation unit.
- D. The bargaining unit may be expanded to include other job classes of employees by mutual agreement of the District and the Association subject to the rules of PERB. Disputed cases shall be submitted to PERB for resolution.

MANAGEMENT RIGHTS

It is recognized and understood that the District is bound by the specific and express terms of the Agreement. Further, to the extent that it is not so bound, the District shall retain its authority to direct, manage and control the operation of the District. This shall include, but not be limited to, the right to establish the organization of the District, direct the work of the employees, build, move or modify facilities, establish staffing patterns, and contract out work. District shall comply with state law with regard to unit member employment status.

In the event of an emergency, (i.e. fire, flood, other natural disasters) the District may be required to violate certain provisions of this Agreement for the purpose of meeting the emergency for its duration. Such emergency action shall be subject to the grievance procedure.

ASSOCIATION RIGHTS

- A. The Association and its members shall have the right to make use of buildings and facilities at all reasonable hours when not otherwise in use.
- B. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by CSEA members. The Association may use the District mail service and employee mailboxes for communication.
- C. Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times providing it does not interrupt the educational mission of the district or of the employees.
- D. The Association shall have the right to conduct an annual orientation session for newly hired unit employees to inform them about CSEA, including but not limited to CSEA structure, activities, membership benefits and the collective bargaining agreement. The orientation shall be approximately 1 hour and shall occur during the first two (2) weeks of the school year. If an employee misses the orientation, the employee is then obligated to attend the following school year.

ARTICLE II

MEETING AND NEGOTIATION - SCOPE, PROCEDURE, AND RELEASE TIME

SCOPE

The scope of negotiations will be as cited in Government Code Section 3543.2 as follows:

"3543.2 The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. 'Terms and conditions of employment' mean health and welfare benefits as defined by Section 53200, leave and transfer policies, safety conditions of employment, class size procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, and procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8. In addition, the exclusive representative of certificated personnel has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law. All matters not enumerated are reserved to the public school employer and may not be a subject of meeting and negotiating, provided that nothing herein may be construed to limit the right of the public school employer to consult with any employees or employee organization on any matter outside the scope of representation." This paragraph shall be construed to be consistent with Article XIII- Completion of Agreement.

If the Public Employment Relations Board determines that other items within the Association's initial proposal are within the scope of representations as set forth in Government Code, Section 3543.2, the parties shall reopen negotiations on such items and incorporate the Agreement reached on such items into this contract.

NEGOTIATING PROCEDURES PROPOSALS AND MEETINGS

1. All proposals and new subjects shall be identified with sufficient particularity to permit public discussion contemplated by government Code Section 3547.
2. Negotiations shall take place at mutually agreeable times and places during the regular school day, provided that the meetings shall be held within five days from receipt of a written request. This does not apply to collaborative bargaining.
3. Consultants may be present and participate at the direction of the Association or the Board's representatives.
4. Observers may attend, upon prior mutual approval, but may not take part in the negotiations.
5. Caucuses may be called during the negotiating sessions at the request of the chief spokesperson of the Association or the chief spokesperson of the Board.
6. All supporting material used during the meet and negotiate sessions shall be prepared in sufficient copies for all representatives of each party.

AGENDA

1. The Association's representatives shall prepare an Agenda for each negotiating session. The Board's representatives may present items for inclusion on the Agenda. This does not apply to collaborative bargaining.
2. The Agenda for each subsequent meeting shall be determined at the previous meeting.
3. Each Agenda item shall remain on subsequent agendas until resolved or tabled by mutual agreement.

REPORTING

1. Each party shall keep its own notes and no attempt shall be made to jointly work out complete minutes of the meetings.
2. Both parties recognize that the negotiation process works best in an atmosphere of mutual respect. Any communications to staff or the public shall be limited to a factual presentation of the proposals and counter-proposals made and the tentative agreements reached.

INFORMATIONAL MATERIALS

1. The District shall provide the Association upon request with copies of District documents necessary for the Association to fulfill its role as the exclusive bargaining representative. Examples of such documents to be provided are: preliminary and final budgets, enrollment projections, and revenue limit calculations.
2. Not later than November 1, the Board shall furnish the Association with the placement of personnel on the respective salary schedules as of October 1. Upon CSEA's request, the Board shall furnish the Association with the placement of current personnel on the respective salary schedules within a reasonable amount of time of such a request.

AGREEMENT

1. Agreement reached on agenda items shall be initialed or signed by representatives of the Association and the Board. However, each agreement reached shall be tentative until an agreement can be reached finally on all of the proposals and subjects which have been submitted.
2. A binding, bilateral contract shall be signed by representatives of the Association and of the Board covering those matters within the scope of negotiations that have been mutually agreed upon, when ratified by the members of the bargaining unit and adopted by the Board of Trustees.

RELEASE TIME

1. The District shall provide a reasonable release time per fiscal year for Association Representatives. Such release time shall be used only for table talk negotiation sessions, grievance processing, and CSEA conference attendance.

ARTICLE III

WAGES

- A. Basic Salary Schedule: The Miller Creek School District and Chapter #341 of the California School Employees Association (CSEA), have agreed to an on-schedule salary increase of 8% for the 2022-2023 school year (retroactive to July 1, 2022) and a 5% on-schedule salary increase for the 2023-24 school year, effective July 1, 2023.

Revised May 30, 2023 Agreement

The Classified Salary Schedule shall be as set forth in Exhibits B and C.

- B. Longevity Pay: After completing the given number of years of service in Miller Creek as of July 1, based on 12-month, 8-hour positions, part-time positions to be proportionately less:

| COMPLETED YEARS | AMOUNT/MONTH | LONGEVITY INCREMENT AMOUNT/YEAR |
|-----------------|--------------|------------------------------------|
| 6 | \$30 | \$ 360 |
| 8 | \$40 | \$ 480 |
| 10 | \$50 | \$ 600 |
| 12 | \$60 | \$ 720 |
| 14 | \$70 | \$ 840 |
| 16 | \$80 | \$ 960 |
| 18 | \$90 | \$1080 |
| 20 | \$100 | \$1200 |

- C. Payroll Procedures: 11-12 month classified personnel shall have contracts that run from July 1 to June 30, paid in 12 equal monthly installments. Classified personnel working less than 11 months shall have work calendars showing the start and end dates for the year and receive 10 equal monthly installments starting in September and ending in June. Personnel employed mid-year shall receive equal monthly installments for the number of months worked. In some cases, an employee hired mid-year may receive a partial month's payment for the first month worked.

Revised June 13, 2018 Agreement

- D. Prior Experience Credit: Credit for one step on the salary schedule shall be given for each full year of prior experience in the same or similar work in school districts or two full years in similar work outside of school districts. Placement shall not be higher than Step 5 on the Salary Schedule in the appropriate job classification.
- E. Miller Creek Experience Credit: Employees shall move to the next step each year on July 1 until the last step is reached. Personnel employed mid-year shall move to the next step if they have served more than 50% of their annual contract work-year days at the step under which they were employed. Vacation entitlement shall be treated in the same manner.
- F. Overtime: Overtime is defined to include any time required to be worked in excess of eight (8) hours in any one day and in excess of forty (40) hours in any one (1) calendar week. For the purpose of computing the number of hours worked, time during which the employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.

Overtime compensation shall be at the rate of one and one-half times the regular rate of pay of the employee. The use of overtime is allowed only to meet emergency or unusual situations and must be ordered by the employee's principal or other supervisor. Overtime will be compensated for monetarily, unless the employee requests and is granted by his principal or other supervisor a compensatory time off allowance as approved on the Wage Claim Form.

Any employee having an average work day of 4 hours or more during the work week shall be compensated for any work required to be performed on the 6th or 7th day following the commencement of his/her work week at the rate of 1-1/2 times his/her regular rate of pay. An employee having an average work day of less than 4 hours during a work week shall, for any work required to be performed on the 7th day following the commencement of his/her work week, be compensated at a rate equal to 1-1/2 times his/her regular rate.

- G. Call Back: Any employee called back to work after completion of his/her regular assignment shall be compensated for a minimum of 2 hours of work at the appropriate regular rate or appropriate overtime rate, whichever is applicable, irrespective of actual time.

- H. Extra Hire: Extra hire is defined as the employment of persons for a few additional hours to accomplish a given task. Extra hire employment may only be ordered by a principal or other supervisor.

Extra hire employment will be compensated monetarily unless the work was done by a regular, less than 40-hour per week classified employee who specifically requests and is granted by his principal or direct supervisor a compensatory time off allowance as approved on the Wage Claim Form.

In the event a part-time employee (less than 8 hours per day) or one who works less than 12 months is asked by the District to serve on a District sponsored committee and that committee meets at a time when the employee is not scheduled to work, the employee shall receive compensation for the actual time spent on the committee activity at the employee's regular rate of pay. Such payment may be in the form of a monetary payment or in the form of compensatory time.

- I. Compensatory Time Off: When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within the employee's normal work year without impairing the services rendered by the employing district.

There are two rates of compensatory time off: (1) Overtime compensatory time off - hours worked beyond a normal 40-hour work week with compensatory time to be computed on one and one-half hours for every overtime hour worked; and (2) regular compensatory time off - extra hours worked which, when added to regular work hours, do not exceed 40 hours per calendar week with compensatory time to be computed at one hour off for every hour worked.

Persons may not accumulate, during any contract year, more compensatory hours off than the total hours required in their regular contracted job for one calendar week. Compensatory time off requires the approval of the employee's principal or other supervisor.

- J. Record Keeping and Pay Procedure: The employee is responsible for using a District Wage Claim Form to keep a daily record of any extra hire hours authorized and worked. Overtime pay, extra hire pay, and compensatory time off will be accounted for and/or claimed on this form. In addition, compensatory time off requires the filing of the employee Absent Report Form after the time off has been taken. Such forms are required to be filed monthly by the employee, through his principal or other supervisor, with the Payroll Department.

The employee who is not permitted to take earned compensatory time during his/her contract year shall be paid for all accumulated hours on the July 15 supplemental payroll.

- K. Shift Differential: An additional 60 cents per hour will be paid to second shift custodians, starting at 2:30 P.M. or later, who are contracted for a minimum of 1040 hours per year.

Nightshift custodians who are assigned to day shift duties during the winter, mid-winter, and spring recesses shall continue to be paid the shift differential during such periods. If such night custodians are assigned to day shift during the summer recess, the shift differential shall not be paid for that period.

- L. Mileage Reimbursement: Employees shall be reimbursed for the use of employee-owned vehicles at the IRS approved rate per mile, when the employee has been directed by the immediate supervisor to use his/her vehicle and such use is authorized as a regular part of the job responsibility

- M. PERS: All eligible employees will have deductions made for PERS, subject to PERS rules.

- N. Retirement Program: Employees retiring from the District with at least ten years of service are eligible to return to work with the following consideration:

1. Retired employees who are re-hired under this Section shall be compensated at the same step & column they received at the time of their retirement.

- O. Retirement Stipend: For employees working less than the four hours per day/20 hours per week minimum needed to qualify for PERS retirement benefits, the District shall compensate the employee at the time of his/her retirement for any unused sick leave accrued through the employee's date of resignation. The sick leave compensation shall be at the rate of 50% of the accrued sick leave at the employee's current hourly salary with a maximum of 250 hours. The employee must have been employed by the District for a minimum of 5 years.

- P. Working Out of Classification: An employee may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than five (5) working days within a fifteen (15) day period provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

- Q. Maintenance, grounds and custodian employees will annually be provided up to \$100 for reimbursement for a pair of work appropriate boots.

- R. Bus drivers who work a split shall receive a stipend of \$20/day for each day they work with a split shift, effective July 1, 2020.

- S. New bus drivers will receive a \$500 off-schedule payment when hired; if that same employee completes probation, they will receive an additional \$500 off-schedule payment effective July 1, 2020.

- T. Existing classified bargaining unit members who recruit a new bus driver who is hired by the District shall receive a \$500 off-schedule payment upon the new bus driver's hire by the District; if that same new bus driver completes probation, the classified bargaining unit member shall receive an additional \$500 off schedule payment upon the recruit passing probation effective July 1, 2020.

Revised April 14, 2020 Agreement

ARTICLE IV

HOURS OF EMPLOYMENT

- A. The arrival and departure time for each employee shall be determined by the Governing Board or designee at the time of initial employment, at each occurring classification change, and at the commencement of each school year. Changes or exceptions shall not occur without the mutual agreement between the employee and the Governing Board or designee. CSEA will be immediately notified when there has been a mutual agreement to an adjustment in hours.
- B. The work week shall consist of five (5) consecutive days, Monday through Friday, of eight (8) consecutive hours per day, exclusive of the daily lunch period, and 40 hours per week. Non-consecutive hour shifts may be arranged by mutual agreement of supervisor and employee for both part-time (less than 8 hours/day) and full-time (8 hours/day) employees.
- C. During the hours of employment, employees shall perform those duties contained in their job descriptions and related duties assigned to them by the Superintendent through their supervisors.
- D. Lunch and Rest Breaks: Employees who work five (5) or more hours shall be given a duty-free (non-paid) lunch break of at least thirty (30) minutes in duration in addition to a 15-minute paid rest break.

Employees who work eight (8) hours or more shall receive an additional 15-minute paid rest break in the last four (4) hours of their work day. Employees who work at least three (3) hours per day but less than five (5) shall be given a 15-minute (paid) rest break to be scheduled at approximately the middle of the work period.

- E. The definition of a full-time employee shall be an employee who works for 12 months, 8 hours per day, and who is compensated for 2080 hours per year. The 2080 hours include paid holidays, sick leave, and earned paid vacation time. All other employees who work on less than a full-time basis shall be prorated off the 2080 hours in the same manner as 12-month full-time employees.
- F. Any unit employee who works an average of 30 minutes or more per day in excess of the employee's regular part-time assignment for a period of 20 consecutive days or more shall have his/her regular assignment adjusted upward to reflect the longer hours effective with the next pay period and all benefits shall be prorated based on the increased hours.
- G. Each employee classified as a Bus Driver I will begin each school year with an assignment of 4.5 hours per day. Drivers will be offered routes exceeding 4.5 hours on a seniority basis, provided the driver is qualified for the route. When a driver has worked an average of 30 minutes or more per day in excess of 4.5 hours for a period of 20 consecutive days, the assignment will be adjusted upward to reflect the longer hours. Fringe benefits commensurate with the longer hours will be calculated retroactively as of the first day of the longer assignment.
- H. Recess Duty: All recess duty assignments shall be equally rotated between all Instructional Assistants by site. Special Education Instructional Assistants shall be included in the rotation when appropriate. The number of Instructional Assistants needed for recess duty on any day will be decided by the site principal. The rotation schedule shall be posted at each site.

Three staff development days are included in 165 work days. If the Instructional Assistants are not included in the certificated staff development program, a committee composed of equal

representatives of the District and CSEA will be convened to design a staff development program for Instructional Assistants.

Employees are encouraged to keep abreast of new developments, techniques, methods, materials, and equipment related to their job and to extend their abilities. So as to prepare staff to support students in a variety of learning settings, classified staff who directly support students and teachers in the classroom setting will be included one of the August Professional Development days and in the Fall Professional Development Day identified on the adopted school calendar. This will apply to the following positions:

- Instructional Assistant-I
- Instructional Assistant-II
- Instructional Assistant-III
- Literacy Intervention Assistant
- Instructional Assistant Music/ELD

The work year would be 182 days for these positions.

Revised May 30, 2023 Agreement

Instructional Assistants who work 165 days (plus 15 non-work days) shall be given a schedule by October 1 of those school days during the school year which will be non-work days. These scheduled non-work days will not exceed five (5) days with the exception of an Instructional Assistant who is assigned to a classroom where the students are part of a week-long educational program outside the District. In this case, the non-scheduled days will not exceed eight (8). Additional non-work days will be mutually agreed to between the employee and the principal. If the District fails to identify the five (5) scheduled non-work days by October 1, the employees and principal shall schedule all days by mutual agreement.

Effective July 1, 2018, Instructional Assistants who currently work 165 days per year will be offered the opportunity to work a 180-workday calendar. No Instructional Assistant shall be required to work the increase work calendar, but once the 180 days have been accepted, or upon their separation from the District, the position will move to a 180-workday position. The 180 work days shall be the same days that students are in attendance.

Revised June 13, 2018 Agreement

Three staff development days are included in 165 work days. If the Instructional Assistants are not included in the certificated staff development program, a committee composed of equal representatives of the District and CSEA will be convened to design a staff development program for Instructional Assistants.

- I. All hours assigned to an employee for a summer school assignment shall be considered "hours in paid status" for fringe benefits, vacation entitlement, holidays, and any other mandated or Board conferred benefit. When a position is available when school is not in session, qualified bargaining unit members employed less than twelve (12) months per year who apply for the position shall have the first opportunity to be considered for such position. An employee who accepts a summer school assignment shall receive, on a prorated basis, no less than the compensation and benefits (sick leave, vacation, & holidays) applicable to that classification during the regular academic year. Announcements of positions available will be posted at each site for not less than five (5) days prior to being filled.

- J. Closure Days and Other Emergency Days: The District may cancel classes when deemed in the best interest of students due to PG&E Public Safety Power Shutoff (PSPS), wildfire smoke days, severe weather events or other emergency. On such day (s) when classes are not held, those employees whose duties directly relate to the presence of students (e.g. bus drivers, instructional assistants, cafeteria employees, library assistant, night custodians, etc.) shall not report to work and shall be paid for the day through normal payroll but will be required to work a makeup day without additional compensation unless day is not held, a waiver is granted by the State and/or the member elects to utilize Personal Necessity leave in lieu of the makeup day.

Other safety and essential employees including day custodians, maintenance workers, grounds workers, informational technology workers, food service workers, and 12-month District office shall be required to report for work on closure days or other emergency days and will be paid time and a half for hours worked from March 16, 2020, to May 3, 2020, as outlined in separate MOU with CSEA.

Should the Superintendent or his/her designee close the entire District, including the District Office, due to PG&E Public Safety Power Shutoff (PSPS), wildfire smoke days, severe weather events, or other emergencies, employees whose duties do not directly relate to the presence of students shall not be required to report to work and shall receive pay for the day but will be required to work a makeup day without additional compensation.

For the 2019-2020 school year only, upon notification of approval of waiver by the State, the District will pay the difference between the overtime rate and regular rate of pay for the twelve-month employees that worked on October 28, 29, and 30, 2019.

Revised April 14, 2020 Agreement

ARTICLE V

HEALTH AND WELFARE BENEFITS

The Miller Creek School District and Chapter #341 of the California School Employees Association (CSEA), have agreed to establish a Benefits Committee in the fall of the 2023 school year for the purpose of conducting a comprehensive, collaborative review of our healthcare plan options offered to our classified employees. No changes will take effect to the existing health benefit options until July 1, 2024, at the earliest.

Revised May 30, 2023 Agreement

An employee must work at least twenty hours per week (50% or more) to become eligible for fringe benefits. All benefits start on the 1st day of the month following the hire date and end on the last day of the month of termination.

A. Health and Welfare Allowance

The District monthly health and welfare benefits (H & W) allowance shall be calculated based on the cost of Kaiser Traditional single rate plus Delta Dental single rate. The District shall increase its contribution toward H & W annually by the increased cost levied by the carrier.

Twelve-month full-time eligible employees will receive the following annual H&W benefits allowance:

- Monthly H & W allowance
- Multiplied by 12

Twelve-month part-time eligible employees and all non twelve-month eligible employees will receive the following annual H&W benefits allowance:

- Monthly H & W allowance
- Multiplied by Hours worked per day divided by 8 +0.625
- Multiplied by number 12

All employees contracted for 90% or more are required to enroll in a medical plan, as provided by SISC.

All employees contracted for 20 hours or more are required to enroll in the District Dental Plan.

All employees contracted for 20 hours or more are required to enroll in the District Short- & Long-Term Disability.

B. A flexible benefits plan is offered by the District to all employees. Eligible employees may choose from the listed programs selected and approved by the Governing Board. Coverages desired which exceed the District H & W allowance must be authorized by a signed payroll deduction form.

1. Health Plans

- Medical Insurance (currently Kaiser or Anthem as provided by SISC)
- Dental Insurance, currently Delta
- Vision, Currently Vision Service Plan (VSP)

2- Short- & Long-Term Disability

- Currently Unum Life Insurance Company

3. Life, Accident, Cancer, Hospital Insurance

- Currently American Fidelity & Texas Life

4. 403(b) and 457 Retirement Plans

Participating plans are listed on the Third Party Administrator website (currently OMNI)

Providers named above and associated plan documents, which are available in the Payroll Department, will not be changed by the District during the term of this Collective Bargaining Contract without prior negotiations with CSEA.

Revised May 30, 2023 Agreement

C. Authorization for Health Welfare Deductions

Employees shall inform the District Payroll Office, of requests for health and welfare deductions. A form to be signed by the employee will be provided for this purpose. This form will serve as authorization for changes for the balance of that year's contract. No changes in such deductions will be made after November 1, except as authorized or initiated by the District.

Employees electing benefits through the District, and pre-tax deduction of premiums for such benefits, will be required to sign a Section 125 Salary Reduction Agreement each year in October. The deductions detailed on this form will remain in place for the balance of the fiscal year unless there is a qualifying change in the employee's status as described in the District's Section 125 Plan, and the employee obtains approval from the District for a change in elections. Employees may make changes each year in October at Open Enrollment.

D. Cash in lieu

Effective July 1, 2003, any newly hired classified employee or any classified employee not currently receiving cash in lieu will not be eligible for in lieu benefits.

If an employee who was receiving cash in lieu as of June 30, 2003, can show evidence of comparable medical coverage, the District shall continue the balance of the employee's fringe benefit allowance [after dental benefits and Short-Term and Long-Term Disability Insurance (if applicable) have been deducted from the cap] to a District 403(b) Retirement Plans. The District's TSA eligible contributions

shall be frozen at the level as of June 30, 2009. Any funds over the cap can be applied to other insurance benefits offered by the District as outlined in the respective bargaining agreements.

E. Employees on leave

Employees on leave without pay are eligible to continue their health and welfare benefits while on leave, provided they prepay the premium one (1) month in advance.

F. Retirees

The District shall provide \$425.00 per month for medical and dental insurance premiums for a unit member retiring after reaching his/her fifty-fifth (55) birthday, provided said unit member has served ten (10) consecutive years of service in the District prior to retirement. This is a five (5) year benefit.

In order for an eligible employee to qualify to receive medical Retiree Benefits from the District, they must enroll in one of the District sponsored medical plans in the period prior to retirement.

Revised May 30, 2023 Agreement

G. The Health and Welfare Committee

The Health and Welfare Committee shall consist of two members appointed by Miller Creek Educators Association (MCEA), two members appointed by CSEA, and two members appointed by the District.

The committee shall meet periodically for the purpose of reviewing the benefit coverage. The committee shall make recommendations, where appropriate, to CSEA, MCEA, and the District, for consideration in collective bargaining. Such recommendations shall be made not later than May 15.

ARTICLE VI

LEAVES

A. Sick Leave

1. Employees are entitled to sick leave based on the following formula:
Total paid days/260 x 12 x number of hours worked total sick leave hours.
2. Unit members shall be entitled to leave of absence for illness or injury, either the unit member's own illness or injury or that of an immediate family member (i.e. spouse, domestic partner, child, father, mother, brother, sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, or those of the unit member's spouse, or a "designated person" pursuant to Section 12945.2 of the California Government Code, California Healthy Workplaces Healthy Families Act [HWHFA]).

"Designated Person" for California Healthy Workplaces Healthy Families Act [HWHFA] purposes means "any individual related by blood or whose association with the employee is the equivalent of a family relationship. The Designated Person may be identified by the employee at the time the employee requests paid sick days" under the HWHFA and for Kin Care under Labor Code section 233. Unit members shall identify the designated person at the time they request the leave. Unit members may only identify one designated person per 12-month period (rolling). The terms here regarding "designated person" are intended to reflect the law and do not exceed leave availability beyond legal requirements.

Revised May 30, 2023 Agreement

3. An employee will receive full pay for those days of absence covered by accumulated sick leave.
4. Except in cases of emergency, all employees shall give notice of their impending absence to their principal or supervisor during the working day preceding the absence.
5. The employees must arrange for substitutes by contacting the District Office unless other procedures have been established. After work hours, all employees shall notify the District of their impending absence by calling 492-3711, between the hours of 5:00 P.M. and 7:00 A.M., giving their work assignment, hours, and anticipated duration of absence.
6. All employees shall indicate their intention to return to duty the following day by contacting their principal or immediate supervisor at least thirty minutes prior to the end of their particular workday, as well as notifying the District Office.
7. If an employee fails to give notice within the time limit specified of his/her intention to return after illness or accident and the substitute appears for the day's work as a result of failure to receive such notice, the substitute shall receive a full shift substitute pay.
8. A sick leave day once commenced may not be reinstated as a working day.
9. No payment for sick leave shall be made until submission by the employee of the form specified by the District and signed by the employee and principal or immediate supervisor.

10. A physician's written verification of the reason for absence due to illness or accident may be required by the District if the employee is absent 3 or more consecutive days.
11. Satisfactory evidence that the employee is physically and mentally fit to return to duty may be required of any employee who has been absent from duty for more than five (5) consecutive work days.
12. Per Board Policy when requested by the District, an employee shall undergo a physical or mental examination by a doctor selected by the employee and the cost for such examination shall be borne by the District. The employee shall authorize the doctor to release their determination of ability to perform the functions of the job.

B. Extended Disability

1. After all leave is exhausted, for a period not to exceed 5 months, the employee shall receive the difference between his/her pay and the sum actually paid to the substitute, until the employee qualifies for Income Protection Disability Insurance, at which time the actual daily salary paid the long-term substitute will be deducted from the employee's pay.
2. The District may require certification by the employee's carrier or physician, on a form provided by the District, that the employee is physically and mentally disabled and unable to perform his/her job.

C. Pregnancy Disability Leave

1. When pregnancy disability leave commences and concludes shall be determined by the employee and the employee's physician. This leave commences with the onset of disablement due to pregnancy unless the employee is on a Board approved uncompensated leave. The employee may claim sick leave pay and/or extended disability pay for no more than that limited period of time when the employee's physician certifies in writing on the form provided by the District that she was actually physically disabled from performing her duties because of pregnancy, miscarriage, childbirth, or recovery therefrom.
2. At least four (4) months prior to the expected birth of the child, the employee shall submit to the District a physician's statement noting the expected date of birth.
3. An employee may continue work until the onset of physical disability as verified in writing by the employee's physician on a form provided by the District.
4. This leave is not intended to provide for periods of rest prior to or following childbirth or childcare.

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D. Personal Necessity Leave

1. An employee may use, at his/her election, during any school year, not more than seven (7) days of accumulated sick leave in the case of personal necessity. The employee shall not be required to secure advance permission for leave taken for any of the following reasons:

- a. Death or serious illness of a member of his/her immediate family. Immediate family means mother, father, grandmother, grandfather, or the grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, domestic partner, aunt, uncle or any relative living in the immediate household of the employee.
 - b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
 - c. Appearance in any court or before any administrative tribunal, as a litigant, party, or witness under subpoena or any order made with jurisdiction.
2. The employee at his/her discretion may use up to four (4) of the seven (7) days in D. 1 without prior approval.
 3. The employee shall submit a written request to the Superintendent to secure advance permission for personal necessity leave other than for the type enumerated above for the remaining three (3) of the seven (7) days in D. 1.
 4. The Superintendent, at his discretion, may require proof of the three (3) remaining days of personal necessity.

E. Industrial Accident or Illness Leave

1. Leaves under this regulation shall be available to employees beginning with the completion of the probationary period:
 - a. Allowable leave with pay shall not exceed sixty (60) working days in any one fiscal year for the same accident or illness.
 - b. Allowable leave shall not be accumulated from year to year.
 - c. Industrial Accident or Illness Leave will commence on the first day of absence.
 - d. Payment for wages lost on any day shall not, when added to awards granted to the employee under the Worker's Compensation laws of this State and/or compensation from District paid Income Protection Plans, exceed the employee's actual wage if he/she were on the job.
 - e. Industrial Accident Leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under the District's Worker's Compensation Insurance.
 - f. When an Industrial Accident or Illness occurs at a time when the full sixty (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.
2. Entitlement to Industrial Accident or Illness Leaves will be based upon the findings by the District's Worker's Compensation Insurance administrators that the disability has been due to Industrial Accident or Illness. In cases where the worker's compensation Insurance administrators

do classify a claim as a disability case, regular sick leave will not be deducted for absence due to the Industrial Accident or Illness until Industrial Accident or Illness Leave, if granted, has been exhausted.

F. Bereavement Leave

An employee of the District is entitled to a leave of absence, with full pay, not to exceed three (3) days, or five (5) days if out-of-state or travel over 300 miles is required, on account of the death of any member of his immediate family. If less than 300 miles travel is required, members may take up to two (2) additional days of bereavement leave, five (5) days total, as either unpaid leave or use paid vacation, personal leave, accrued and available sick leave or compensatory time off that is otherwise available to the employee to receive pay for those additional two (2) days. Members of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter-in-law, brother or sister of the employee, domestic partner, aunt, uncle or any relative living in the immediate household of the employee. Bereavement leave must be completed within three (3) months of the date of death unless this time is extended by the Superintendent for good cause. Bereavement leave need not be taken consecutively.

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G. Child Bonding Leave

1. Employees are entitled to child bonding leave as set forth below. Employees may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by CFRA.
2. Pursuant to Education Code section 45196.1, in order to qualify for child bonding leave, employees must have completed one (1) year (twelve months of employment) for the District on May 12, 2021, but are not required to have at least 1,250 hours of service during the previous one (1) year (twelve month) period.
3. For mothers, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave.
4. For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave.
5. Pursuant to Education Code section 45196.1, if an employee exhausts his/her accumulated sick leave prior to the expiration of the twelve (12) week child bonding leave, s/he shall be entitled to differential pay as defined in Article V1.B.1 or 50% of the employee's regular pay whichever is more. (AB 2012, effective January 1, 2019).
6. The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of an emergency.
7. Upon request, a parent of a newly-born or newly-adopted child may be granted a leave of absence without pay at the conclusion of leave under Education Code section 45196.1 provided the District is able to hire a replacement on a temporary basis. This leave may commence as authorized by the

Board at any time during the first year following the child's birth. This leave shall not exceed one (1) year.

H. Parental Leave

1. Expectant mothers who wish to absent themselves from duty for reasons other than actual physical disability prior to and following childbirth may apply for uncompensated maternity leave. This leave is also available to the employee who adopts an infant child if such an employee has the primary responsibility of childcare. This leave may be requested for any length of time up to twenty-four (24) calendar months.
2. Requests for maternity leave shall be submitted in writing, addressed to the Governing Board, and delivered to the Personnel Office, at least four (4) calendar months prior to the desired commencement date of the leave or by February 15, if a leave is being requested for the following school year and such need is known by February 15.
3. A letter from the employee's physician certifying the employee is pregnant and the expected date of birth of the child shall accompany the request for leave, or in the case of the adoptive parent, a letter from the adoption source certifying the adoption and the fact that the employee has the primary responsibility of childcare.
4. The employee's request for leave shall specify the inclusive dates the employee desires to have the leave.
5. The Governing Board reserves the right to adjust the inclusive dates of the requested leave to coincide with natural breaks in the school calendar or to meet other needs deemed important by the Board.
6. On or before February 15 of the year in which the employee's maternity leave expires, she must indicate, by writing a letter addressed to the Governing Board, her intention to return to the District for the following school year. Failure to comply with this requirement will constitute a resignation to become effective at the close of the school year in which the employee is on leave. The District at any time during the leave may require a statement of the employee's intention to return to duty at the expiration of the leave.
7. A maternity leave shall be an uncompensated leave, without pay, District-paid health and welfare benefits, sick leave or any other compensation benefit. Persons on maternity leave receive no salary step advancement credit while on leave.

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I. Jury Duty/Subpoenaed Witness Leave

1. Jury Duty: A leave with pay shall be granted to employees called for jury duty in the manner provided for by law. An employee who receives a jury summons shall submit a copy of the summons to his/her supervisor. At the conclusion of jury duty, the employee shall submit a statement from the Jury Commissioner's Office specifying the dates and times served by the employee. This shall be attached to the Leave and Absence Report. Payment shall be made to the District in the amount of the statutory fees which the employee has received for attendance as a juror, excluding the statutory mileage fee.

2. Witness: An employee may be granted leave with pay when subpoenaed to appear as a witness, other than as a litigant, in a court of law or another governmental tribunal for reasons not brought about through the connivance or misconduct of the employee.
 - a. An employee requesting such leave shall submit a copy of the subpoena. At the conclusion of his/her appearance, the employee granted leave shall submit a verified statement, specifying the dates and times the employee appeared. This shall be attached to the Leave and Absence Report. Payment shall be made by the employee to the District in the amount of the statutory fees which the employee has received for appearing as a witness, excluding the statutory mileage fee.

J. Uncompensated Leave

1. At the discretion of the Governing Board a permanent employee with not less than three years' service in the District may be granted a leave of absence for a period not in excess of two years. There shall be no compensation for such leave and no salary increment shall accrue during it.
2. The employee shall submit a written request to the Governing Board, delivered to the Personnel Office, no later than February 15 prior to the year in which the leave is requested. The request shall state the reasons for and the duration of the leave desired.
3. An employee granted such leave of absence shall notify the Personnel Office prior to February 15 of the year during which the leave is being taken that the employee will return for duty the ensuing school year. Failure to comply with this requirement will constitute a resignation on the part of the employee effective at the close of the school year in which the employee is on leave.

K. Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

L. General Provision

Provisions of Sick Leave, Extended Disability Leave, Maternity Disability, Personal Necessity, Industrial Accident/Illness, Bereavement, Jury Duty/Subpoenaed Witness, and Child Bonding Leaves (was not in Unit B) shall not be construed to apply to any employee during any period when the employee would not normally be performing services for the District.

M. Family Care and Medical Leave

The District will comply with provisions of the Family Care and Medical Leave Act pursuant to Miller Creek Board Policy 4161.8.

Employees who have served the District for one calendar year or longer prior to the date for which leave is requested are eligible to take up to twelve work weeks of unpaid leave each year for purposes of: 1) birth of a child of the employee or placement in the home of an adopted or foster child; 2) to care for a parent, child or spouse of the employee when leave is necessary to deal with that individual's serious health condition and 3) to deal with the employees own serious health condition, including pregnancy and prenatal care.

If the need for leave is foreseeable, the employee shall request at least 30 days in advance. If the need is not foreseeable, the employee shall request leave with as much advance notice as practical.

N. Catastrophic Leave Program

1. An employee who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued sick leave or vacation credits under the catastrophic leave program.
2. Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family (spouse, child, parent, or domestic partner) whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his/her sick leave and other paid time off.
3. The Superintendent or his/her designee shall determine whether an employee has suffered a catastrophic or life-threatening sickness or accident rendering the employee eligible to receive transferred sick leave. The Superintendent or his/her designee's decision shall be final.
4. Upon requesting donations under this program, the employee shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter or other communication, dated and signed by the sick or injured person's healthcare provider, indicating the incapacitating nature and probable duration of the illness or injury.
5. The Superintendent or designee shall determine:
 - a. That the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury, and;
 - b. That the employee has exhausted all accrued paid leave credits not including differential leave
6. When the above verification and determinations are made, the Superintendent or designee may approve the transfer of accrued sick leave and/or vacation credits.
7. Employees who donate to the catastrophic leave bank cannot reduce their accumulated sick leave to fewer than twenty (20) work days and limited to donating one (1) day. All transfers of eligible leave credit shall be irrevocable.
8. Benefitting employees may use donated sick leave credits for a maximum of thirty (30) work days.
9. An employee who receives paid leave pursuant to this program shall use any leave credits that he or she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.
10. To the extent possible, donations shall be kept confidential.

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ARTICLE VII

HOLIDAYS

- Independence Day
- Labor Day
- Veteran's Day
- Day before Thanksgiving (Floating Holiday from Lincoln's Birthday)
- Thanksgiving Day
- Day after Thanksgiving (in lieu of Admission Day)
- Day before Christmas
- Christmas Day
- Day before New Year's Day
- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth (June 19th)

Employees who are in paid status the workday before or the workday after the holiday shall be entitled to the holiday.

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When any of the above holidays fall on a Saturday, the preceding work day, not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.

When an employee is required to perform work on any holidays listed above, they shall be paid for all hours worked at time and a half of their regular hourly rate in addition to their regular pay received for the holiday.

In years with the Extended School Year (ESY) Program begins before the Juneteenth Holiday, employees scheduled to work to support ESY (including bus drivers, custodians, and instructional assistants) and prefer to have the holiday rather than the pay described above may take the Thursday before ESY begins as their paid Juneteenth recognition day instead of the designated date.

ARTICLE VIII

VACATION

Annual Vacation Allowance:

For purposes of constituting a full year of service for vacation credit a unit member must have served more than 50% of their contract annual paid days.

| | Twelve-month employees | Eleven-month employees | Ten-month employees |
|-----------------------|------------------------|------------------------|---------------------|
| 1-4 years of service | 10 | 9.5 | 8.5 |
| 5-14 years of service | 15 | 14.5 | 13 |
| 15+ years of service | 20 | 19 | 17 |

Ten and Eleven month employees:

Ten and eleven month employees receive vacation pay at their per diem rate based on the above formula. Vacation for ten and eleven month employees must be taken on days when school is not in session. Exceptions can be made with prior Superintendent or designee approval.

Twelve-month employees:

Vacation time shall be accrued as it is earned. Exceptions can be made with prior supervisory approval. Vacation time must be taken within two (2) years of earning it and may not be accumulated in excess of one and one-half (1 ½) times the annual allowance.

If an employee is expected to accumulate excess vacation in a given year, that employee shall meet with their supervisor to develop a plan to use vacation to remain within the cap. If a plan cannot be mutually agreed upon, excess vacation shall be paid out; the employee shall have the option of receiving a cash payment or having the excess rolled over into a 403B or IRS125 plan.

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Vacation Requests

Vacation requests must be approved by the employee's supervisor. Vacation requests require a two (2) week notice and in case of conflict when more than one employee requests the same vacation dates, then seniority will be used except in the case where an employee vacation has already been approved, then the rule should be "first come first served".

When vacations are desired other than in July and August, permission must be obtained from the Superintendent or his designated agent. No employee shall lose vacation time as a result of management decisions which prevent an employee from taking vacation in July and August.

Upon termination of employment in the District, the employee will take all earned vacation time prior to the effective date of resignation, retirement, or layoff, and will not be paid for earned vacation time unless specifically authorized by the Superintendent or his/her designee.

ARTICLE IX

EMPLOYEE TRANSFER and PROMOTION

- A. A "transfer" is a move from one District school to another District school or the District Office or from one grade level to another grade level or from classroom assignment to another classroom assignment.
- B. Personnel are employed for the District rather than for a particular location or school, and shall be subject to and eligible for transfer within the District
- C. Superintendent Initiated Transfer - The District Superintendent shall, subject to the approval of the Governing Board, assign all employees of the District to positions in which they are to serve. Such power to assign includes the power to transfer from one school location to another location within the District when the Superintendent concludes that such transfer is in the best interest of the District. At the employee's request, a meeting shall be held with the Superintendent or designee and the employee to discuss the reasons for the transfer.
- D. Employee Initiated Transfer - By April 1, the Personnel Office will send to all classified employees an assignment preference form to facilitate change of assignment requests. The requests for change in assignment will be considered by the Superintendent at the time that personnel assignments are made for the following school year.
- E. The Superintendent will attempt to complete all personnel assignments by August 15 and to notify employees of any transfers necessary or granted. This provision shall in no way limit the Superintendent's power to change an assignment or make a transfer at any time, as the needs of the District may dictate.
- F. Lateral Transfers - When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to bargaining unit employees serving in the same class in the District. All vacancies shall be posted by the District for not less than five (5) working days at all work locations prior to being filled. Any employee may apply for transfer to that position by filing a written notice with the Personnel Assistant of the District. A unit member's transfer request shall be granted when the employee's last performance evaluation was "satisfactory" and they have not received discipline in the twelve (12) months prior to requesting a transfer. In the event more than one employee meeting the foregoing conditions applies for the same transfer, the employee with greater overall seniority shall receive the transfer.

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- G. Promotion – Employees applying for a vacancy which has not been filled by a lateral transfer and which would be a promotion for the applicant shall be given an interview and those interviews shall occur prior to non-employee applicants. External candidates, including the number of external applications and/or names of the same, will not be considered until after the internal interview process has been completed.
 - a. Promotion from one job classification to another shall be made within the ranks of District employees, provided training, ability, physical qualification, performance in previous or current

position, demonstrate the promotion is merited. Seniority ranks second to ability, workmanship and performance in previous or current positions when an employee is considered for promotion.

- b. Employees who are promoted to a new position shall serve a six-month probationary period in the new position. If at any time during or at the end of the period, the supervisor determines that the employee's performance does not meet standards, the District shall return the employee to his/her former position if it still exists, or to another position in the same classification, without any loss of status.
 - c. When an individual is promoted from a classification to one at a higher Range and prior experience credit does not result in a monetary increase, he/she shall be placed upon the higher Range to which he/she is promoted on the lowest Step which results in at least a five percent (5%) monetary increase over what his/her salary would have been had he/she remained in the same job classification.
- H. If an employee-initiated transfer or promotion application is denied, the Superintendent and/or designee shall, upon the employee's request, provide the reason for the denial and, upon request, meet with the employee and his/her representative.

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ARTICLE X

EVALUATION AND PERSONNEL FILES

- A. Intent: It is the intent of the District and CSEA that the evaluation process be utilized as a staff development tool. Evaluations should highlight employee strengths and weaknesses in such a way as to recognize quality performance, motivate improvement, and maintain a high degree of morale and harmony in the workplace and remediate poor work performance.
- B. Evaluations: Probationary employees, both newly hired and promotional shall receive one (1) formal performance evaluation on the form mutually agreed upon by the District and CSEA, during the first six (6) months of the probationary period. Permanent employees shall receive one (1) formal performance evaluation every other year, to be completed prior to the end of the month of May. Failure to complete an evaluation by the end of May in the year due shall result in shifting the evaluation period to the following year; in such cases, there shall be no negative inference against the employee in instances of transfer and/or promotion. The parties agree that these schedules are minimums. Additional evaluations may be performed by the District and shall be performed when requested by an employee (to a maximum of two (2) per academic year), but no additional evaluation shall be done to make up for a missed end of May completion deadline. Employees shall be evaluated in each classification held.

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1. Evaluations shall be performed by the employee's immediate supervisor (not a member of the bargaining unit). Employees having two (2) or more immediate supervisors shall receive an evaluation from one (1) supervisor assigned as a primary supervisor. All supervisors shall work together collaboratively on the evaluation. The primary supervisor shall sign the evaluation prior to presenting it to the employee.
2. Input for performance evaluations shall be limited to those individuals who possess extensive personal knowledge of the employee's job performance. Each individual whose input is obtained shall be identified on the evaluation form by the primary supervisor.
3. Prior to October 15th, all Classified employees will meet with their site administrator at the beginning of each school year to mutually develop a minimum of one job-related goal which the employee will work to achieve during the school year. The efforts made during the school year to achieve the agreed upon goal(s) will be summarized in the employee's evaluation.

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4. By the end of May for 10 and 11 month employees and the end of June for 12-month employees, the primary supervisor shall schedule a personal meeting with the employee evaluated to review the evaluation and provide free communication between them toward seeking the best working relationship possible. Evaluation reviews may be used to set goals for the employee for the future, to identify areas in which the employee might seek improvement through education or training and generally ensure that the employee and supervisor share an understanding of the goals and mission of the workplace. No evaluation shall be complete for filing until such a meeting has been held.

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5. The employee shall sign the evaluation at the review meeting. The employee's signature does not imply agreement with the supervisor's ratings but indicates the employee and supervisor have met and reviewed the evaluation.
6. The employee shall have the right to prepare a written response to the evaluation within ten (10) working days. This response shall become a part of the formal evaluation, and shall be attached to the original evaluation form in the employee's file.
7. The original evaluation form shall be inserted in the employee's personnel file. The employee shall receive a copy of the completed evaluation, as shall the primary supervisor.
8. An employee may appeal an evaluation he/she believes to be incorrect or unfair, initiating the appeal at the next level of supervision, within ten (10) working days of receipt of the evaluation. The employee may continue the appeal up to the Superintendent if not satisfied.
9. Alleged procedural violations of this Article, but not the contents of the evaluation, shall be subject to the grievance procedure.

C. Criteria: The following general points will be used for formulating the evaluation. The evaluator is not restricted to these criteria if other conditions are influencing a member's performance.

- Performance of work assigned in an efficient, safe, and economical manner.
- Knowledge of information and ability to perform skills required in the job.
- Cooperation and ability to work with others both co-workers and supervisors.
- Punctuality and observance of the District rules and regulations.

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D. Personnel Files: There shall be maintained at the District Office one (1) central personnel file for each employee. These files shall be maintained in one (1) location under secure storage. Each employee's personnel file constitutes the permanent official record of his/her employment, and is the file referred to in Education Code Section 44031. Access to an employee's personnel file shall be limited to the employee, District trustees and management, supervisory and confidential employees on official business, any representative of the employee with the employee's written authorization, and any individual authorized access by order of a court of law.

1. No action may be taken against an employee based on documentary or recorded materials which are not a part of the personnel file. Documentary or recorded materials to be placed in an employee's personnel file by the District shall be initialized and dated by the individual entering same. A copy of all materials entered in the personnel file shall be provided to the employee at the time the material is entered.
2. Employees may inspect their personnel files with prior notice at any time the District Office is open for business and the employee is not on duty or has made arrangements with his/her immediate supervisor for that purpose. The District has the right to observe file inspections to ensure the security of file contents.
3. Documentary or recorded materials of a derogatory nature shall not be entered in an employee's personnel file until the employee has been provided a copy of the material along with written notice it is going to be entered in his/her file. The notice shall indicate the date on which the materials will be entered, which shall be not sooner than ten (10) working days following receipt of the notice by the employee.

4. Employees shall have the right to obtain copies of any materials contained in their personnel files. The District shall provide requested copies to an employee without charge, and within a reasonable period of time.

E. Working Files: The District shall not base any action against an employee on materials contained in a supervisor's casual working file which are not also entered in the employee's Personnel file. Working files are to be viewed as conveniences of the supervisor only, and have no legal existence.

ARTICLE XI

PROCEDURES FOR GRIEVANCES

A. Definitions

- 1 A "Grievance" is an allegation by a grievant that he/she has been directly and adversely affected by a misapplication, a misinterpretation, or a violation of a specific provision of this Agreement.
- 2 A "Grievant" is an employee of the District covered by the terms of this Agreement with an alleged grievance or the CSEA.
- 3 A "Day" is any day on which the District Office of the School District is open for business.

B. Informal Level

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor. Failure to file a formal grievance within the specified time limits invalidates the grievance.

C. Formal Level

1 Level I

- a. Within ten (10) days after the discovery of an occurrence of an act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the form prescribed by the District to his/her immediate supervisor.
- b. This statement shall be a clear, concise statement of the grievance, the specific section of the Collective Bargaining Agreement allegedly misinterpreted, misapplied, or violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- c. The immediate supervisor shall communicate his/her decision in writing within twenty (20) days after receiving the grievance. Failure by a grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Failure by the supervisor to communicate his/her decision within the specified time limits shall permit the grievant to appeal to the next level without waiting for the decision.

2 Level II

- a. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the form prescribed by the District to the Superintendent, or his designee, within ten (10) days after receiving a decision from Level I.
- b. This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of the reasons for appeal.
- c. The Superintendent, or his designee, shall communicate his decision, in writing, to the grievant within twenty (20) days after receiving the appeal. Failure by the grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

Failure of the Superintendent to communicate his/her decision within the specified time limits shall permit the grievant to appeal to the next level without waiting for the decision.

3 Level III

- a. In the event the grievant is not satisfied with the decision at Level II, he/she may, within ten (10) days after the receipt of the decision from the Superintendent, or his designee, request, in writing, that the Association submit the grievance to a three-person panel. The Association, by written notice to the Superintendent within fifteen (15) days after the receipt of the request from the grievant, may submit the grievance to the three-person panel. If not submitted by the Association, the decision at Level II shall become final.
- b. The fact-finding panel shall be composed of one member selected by the Association, one member by the District, and the third member jointly selected by the other two. Each side shall select their representatives within five (5) days of notice from the Association. The two representatives shall select the third member within ten (10) days. The panel shall conduct a hearing at which both parties may present evidence. After concluding the hearing, the panel shall prepare a report listing the issues, the pertinent facts found at the hearing, and a recommendation for resolution. The report shall be sent to the Board of Trustees, with copies to the grievant, the Association, and the Superintendent.
- c. All costs of the services of the third-panel member and any cost of the hearing shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them.

4 Level IV

- a. If, after reviewing the fact-finding panel's report, the matter is not resolved to the satisfaction of both parties, the matter shall be referred to the Board of Trustees, within ten (10) days after receiving the fact-finding panel's report.
- b. Upon the receipt of the appeal, together with the documents presented at the lower levels of the grievance, the Board of Trustees shall consider the grievance. The decision of the Board shall be based solely on the written documents. The decision shall be rendered no later than the next regular Board of Trustees meeting which is scheduled at least twenty (20) days subsequent to the Board of Trustees' receipt of the fact finder's report.
- c. The decision of the Board of Trustees shall be binding, except that no rights of the grievant to further legal action shall be abrogated.

D. Miscellaneous

1. No reprisals of any kind will be taken by the Superintendent or any member or representative of the administration or by the Board against participants in the grievance procedure by reason of such participation.
2. An employee may be represented in all stages of the grievance procedure by himself, or, at his option, by a representative of his choice.

3. All documents, communications, and records dealing with the process of a grievance will be filed in a separate file and will not be kept in the personnel file of any of the participants.
4. The grievant and any necessary witness shall be granted release time with pay to attend any hearing required by these grievance procedures.
5. The limits for appeal provided in each level shall begin the day following receipt of written decisions by the parties in interest.
6. If a grievance arises from action or inaction on the part of a member of the administration at a level above the Principal or Immediate Supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II.
7. Forms for filing grievances, serving of notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the Superintendent and submitted to the Association for review and comments.

ARTICLE XII

LAYOFF

- A. A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent classified employee from active service due to lack of funds and/or lack of work as a result of a bona fide reduction or elimination of the service performed by any department or when reemployment, reassignment or displacement (bumping) rights of an employee cause such action. Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article with the least senior employee's assignment reduced or eliminated first in the class being reduced.

This Article shall not be construed so as to deprive any employee of any rights and privileges as set forth by the Education Code sections governing Classified Service.

- B. Layoffs shall be conducted on a District-wide basis, in reverse order of seniority in the job classification in which the layoff occurs:
1. The employee who has been employed the shortest time in the class plus higher classes shall be laid off first. Date of hire shall mean the first day in paid status in a classification.
 2. Seniority will be determined by the date of hire.
 3. If two (2) or more employees subject to layoff have equal seniority in the classification, the determination as to who shall be laid off first will be made according to seniority. The employee hired first in the District being retained and if that is equal, then the determination shall be made by lot.
 4. When a layoff of classified employees is anticipated by the administration and at least seventy-two (72) hours before any Board action is taken on the layoff of classified employees, the District shall notify CSEA through a Board agenda and packet of the proposed action. With such notification, the District will provide CSEA with an updated seniority roster for the classification in which the layoff is anticipated, a list of positions and/or hours to be reduced or eliminated, and, for information only, any documents supporting the need for layoff. Upon written request, the District shall meet with CSEA to negotiate the impact of the layoff after Board action.
 5. Employees may challenge their place on the seniority roster by making objections to the Superintendent who shall review the objections and conduct an audit if requested and make the results of such audit known to CSEA and the employee(s) prior to the effective days of any layoff(s) involving such employee(s).
 6. After a Board action has been taken on a layoff, a written notice of layoff shall be sent by certified mail to affected employees, to their last address given to the District, no less than sixty (60) calendar days prior to the effective date of layoff. A termination interview with the Superintendent or designee will be scheduled during normal working hours. A copy of each notice shall be concurrently sent by District mail to the President of the CSEA local chapter or designee:
 7. Such notice shall indicate the layoff effective date and inform the employee of his/her displacement rights, if any, and reemployment rights.

C. Seniority

Seniority lists shall be computed and updated by the District and shall be provided to CSEA upon request. Seniority shall be calculated for all bargaining unit employees on the basis of the date of hire within a classification.

D. Displacement (“Bumping”) Rights

A permanent classified employee who is laid off from a classification and who has previous service in an equal (same salary range) or lower classification shall have the right to displace (bump) an employee with less seniority in that classification. Seniority, for the purpose of bumping, shall include previous service in the equal or lower classification, plus service in the classification from which layoff occurs and in higher classification(s). In order to exercise his/her bumping rights, the employee must notify the District within ten (10) calendar days of receipt of the layoff notice.

A permanent employee who has been laid off for lack of work or lack of funds and who has no bumping rights, may accept a voluntary demotion to a vacant position in a lower classification or transfer to any equal classification, provided that the employee is qualified to perform the duties thereof. Such employee shall maintain his/her reemployment rights as defined in this Article.

E. Substitute or Short-term Employees

No regular employee shall be laid off from any position while employees serving in substitute, short-term, or in a volunteer capacity, in positions of the same classification are retained unless the employee to be laid off declines the substitute or short-term assignment.

F. Re-employment Rights

1. Laid off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be reemployed in the reverse order of layoff, as vacancies become available.
2. Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be at the employee's option returned to a position in their former classification or to a position with increased assigned time as vacancies become available, and for a period of sixty-three (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list(s).
3. An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of opening(s) in the class or classes where the employee has previously served. Such a notice shall be sent by mail to the last address given to the District by the employee. A copy of each notice shall be sent concurrently by District mail to the President of the CSEA local chapter. After two (2) refusals, the employee may request to be put on the inactive list and will notify the District regarding future interest of employment.
4. An employee on a reemployment list shall have seven (7) calendar days to respond to an offer of reemployment from the date of its receipt. Any acceptance by such employee of an assignment

to a classification lower than the classification from which he/she was laid off or to the same classification but with fewer hours shall not affect his/her original thirty-nine (39) month rights to reemployment in his/her former classification and with the same number of hours.

5. An employee given offer of reemployment does not need to accept reemployment to maintain his/her eligibility on the reemployment list provided the employee notifies the District of his/her refusal of reemployment within seven (7) calendar days from receipt of the reemployment offer. However, two (2) refusals in a given school year shall end the District's obligation for notifications of openings in such school year. If the employee accepts reemployment, he/she must report to work within fifteen (15) calendar days following receipt of the reemployment offer unless a later reporting date is indicated on the reemployment offer.
 6. Seniority earned up to and including the effective date of layoff shall be reinstated to the employee who is subsequently reemployed by the District. Step placement on the salary schedule shall be the same as on the layoff date.
 7. Sick leave hours earned and unused at time of layoff shall be restored upon reemployment.
 8. Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee.
- G. Employees to be laid off shall be permitted to use up to two (2) days of available personal necessity leave for the purpose of seeking other employment.
- H. Retirement in Lieu of Layoff

Notwithstanding any other provision of law, any person who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees Retirement System shall be placed on an appropriate reemployment list. The district shall notify the Board of Administration of the Public Employees' Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If he/she is subsequently subject to reemployment and accepts in writing, the appropriate vacant position, the district shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

A laid off employee may apply for promotional vacancies. The District shall determine whether the employee is qualified. If an employee is accepted for a promotion, they shall receive an appropriate adjustment upward of their salary.

ARTICLE XIII

ORGANIZATIONAL SECURITY

Membership and Dues Deduction:

District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative and CSEA President. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause.

The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not need to keep track of this period which shall be tracked by CSEA within its membership database.

CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

Dues Deduction:

The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

There shall be no charge by the employer to CSEA for regular membership dues deductions.

Hold Harmless Provision:

CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

Revised April 14, 2020 Agreement

ARTICLE XIV

GENERAL PROVISIONS

Enforcement: It is the intent of the parties that during the term of this Agreement that the members of the Unit shall faithfully and diligently perform all of the duties normally associated with their positions.

In the event that members of the Unit take any steps in violation of the provisions of this section, the Association shall make a reasonable effort to prevent such activities and to induce the employees to comply with the terms of this Agreement. If the Association disclaims, in writing to the Board, responsibility for any act prohibited hereby, it shall not be in violation of this Article.

Sayings Clause: If during the life of this Agreement, there exists any applicable law or any applicable rule, regulation, or order issued by a governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

ARTICLE XV

COMPLETION OF AGREEMENT

This Document comprises the entire Agreement between the District and Association on the matters within the lawful scope of negotiations. District shall have no further obligation to meet and negotiate, during the term of this Agreement, on any subject whether or not said subject is covered by this Agreement, even though such subject was not known nor considered at the time of the negotiations leading to the execution of this Agreement.

The District shall make no changes in District policy, rules, or regulations on matters within the scope of representation as set forth in Government Code Section 3543.2 without first consulting with the Association and if desired by the Association negotiating such matters and including them in this Agreement.

ARTICLE XVI

TERMS

This agreement becomes effective July 1, 2023, and shall continue in effect to and including June 30, 2025.

During the term of this contract, CSEA and the District shall each have up to four re-openers annually. It shall be the goal to have CSEA present its re-openers no later than March 15th of each year for the following school year. The District shall respond and present its own re-openers no later than (30) working days after the receipt of CSEA re-openers. Said re-openers shall consist of:

1. Article III-Wages
2. Article V-Health & Welfare Benefits, and
3. Two (2) Articles of each party's choice.

Prior to the expiration of this contract, either party may reopen for a Successor Agreement or to extend the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on May 30, 2023

MILLER CREEK SCHOOL DISTRICT

SAN RAFAEL CHAPTER #341

By:


By:

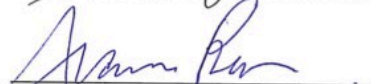
May 30, 2023


Becky Rosales, Superintendent


Lars Christensen, HR Consultant


Tania Morales, Chapter President


Ron Blankenship, Chapter 2nd Vice President


Francisco Ramos, Negotiator


David Logan, Negotiator


Stan Bransgrove, Labor Relations Representative

EXHIBIT A

RECOGNIZED CLASSIFIED PERSONNEL UNIT

The Board of Trustees of the Miller Creek School District grants recognition to the California School Employees Association, San Rafael Chapter #341, as the exclusive representative of classified positions listed herein.

| | |
|-----------------------------------|---|
| Admissions/Attendance Secretary | Instructional Assistant III/Special Needs |
| Administrative Secretary | Instructional Assistant II |
| Accountant | Instructional Specialist |
| Bus Driver I | Library Assistant III |
| Bus Driver I/Clerical Support | Library Assistant II |
| Business Services Clerk III | Literacy Intervention Assistant |
| Business Services Clerk II | |
| Campus/Noon Supervisor | Maintenance Foreman |
| | Maintenance Specialist |
| | Maintenance Assistant |
| Custodian District Office | Mechanic |
| Custodian III | |
| Custodian II | Office Assistant III |
| Custodian I | Office Assistant II |
| | Office Assistant I |
| Data Processing Specialist | |
| Data Processing Technician | Payroll Technician |
| | Print Shop Technician |
| Gardener | |
| | School Secretary |
| Health Specialist | Senior Administrative Secretary: Education Services |
| | Staff Secretary |
| Instructional Assistant Music/ELD | |

Excluded from the unit are:

Business Manager
Director of Buildings, Grounds and Transportation
Technology Coordinator
Transportation Supervisor/Trainer
Custodial Supervisor
Superintendent's Secretary
Assistant to Chief Business Official
Human Resources Specialist
Extra-hire, short-term and temporary employees, including those hired for summer school,
Substitute classified employees and student ai

EXHIBIT B

CLASSIFIED EMPLOYEE UNIT SALARY SCHEDULE OF RANGE

| <u>JOB TITLE</u> | <u>RANGE</u> |
|---|--------------|
| <u>Maintenance/Grounds/Transportation</u> | |
| Maintenance Foreman | 28 |
| Mechanic | 25 |
| Maintenance Specialist | 22 |
| Gardener | 19 |
| Custodian III | 17 |
| Custodian II | 15 |
| Custodian District Office | 15 |
| Bus Driver I | 13 |
| Bus Driver I/Clerical Support | 13 |
| Maintenance Assistant | 13 |
| Custodian I | 13 |
| <u>Office/Clerical</u> | |
| Technology Support Specialist | 28 |
| Accountant | 27 |
| Payroll Technician | 27 |
| Instructional Specialist | 25 |
| Instructional Assistant III/Special Needs | 18 |
| Administrative Secretary | 17 |
| School Secretary | 17 |
| Business Services Clerk III | 17 |
| Data Technician Specialist | 17 |
| Health Specialist | 17 |
| Business Services Clerk II | 15 |
| Instructional Assistant Music/ELD | 15 |
| Print Shop Technician | 15 |
| Staff Secretary | 14 |
| Library Assistant III | 14 |
| Admissions/Attendance Secretary | 14 |
| Data Processing Technician | 14 |
| Instructional Assistant II | 12 |
| Library Assistant II | 12 |
| Literacy Intervention Assistant | 12 |
| Business Services Clerk I | 11 |
| Office Assistant III | 10 |
| Library Assistant I | 9 |
| Office Assistant II | 8 |
| Office Assistant I | 6 |
| Instructional Assistant I | 4 |
| Campus/Noon Supervisor | 2 |

EXHIBIT C

MILLER CREEK ELEMENTARY SCHOOL DISTRICT CLASSIFIED HOURLY SALARY SCHEDULE 2022-2023

Hourly Rates

| RANGE/STEP | A | B | C | D | E | F |
|-------------------|----------|----------|----------|----------|----------|----------|
| 1 | 15.71 | 16.49 | 17.33 | 18.19 | 19.09 | 20.07 |
| 2 | 16.11 | 16.90 | 17.76 | 18.64 | 19.57 | 20.55 |
| 3 | 16.49 | 17.33 | 18.19 | 19.09 | 20.07 | 21.05 |
| 4 | 16.90 | 17.76 | 18.64 | 19.57 | 20.55 | 21.57 |
| 5 | 17.33 | 18.19 | 19.09 | 20.07 | 21.05 | 22.11 |
| 6 | 17.76 | 18.64 | 19.57 | 20.55 | 21.57 | 22.66 |
| 7 | 18.19 | 19.09 | 20.07 | 21.05 | 22.11 | 23.20 |
| 8 | 18.64 | 19.57 | 20.55 | 21.57 | 22.66 | 23.79 |
| 9 | 19.09 | 20.07 | 21.05 | 22.11 | 23.20 | 24.37 |
| 10 | 19.57 | 20.55 | 21.57 | 22.66 | 23.79 | 24.99 |
| 11 | 20.07 | 21.05 | 22.11 | 23.20 | 24.37 | 25.56 |
| 12 | 20.55 | 21.57 | 22.66 | 23.79 | 24.99 | 26.22 |
| 13 | 21.05 | 22.11 | 23.20 | 24.37 | 25.56 | 26.87 |
| 14 | 21.57 | 22.66 | 23.79 | 24.99 | 26.22 | 27.53 |
| 15 | 22.11 | 23.20 | 24.37 | 25.56 | 26.87 | 28.19 |
| 16 | 22.66 | 23.79 | 24.99 | 26.22 | 27.53 | 28.91 |
| 17 | 23.20 | 24.37 | 25.56 | 26.87 | 28.19 | 29.61 |
| 18 | 23.79 | 24.99 | 26.22 | 27.53 | 28.91 | 30.35 |
| 19 | 24.37 | 25.56 | 26.87 | 28.19 | 29.61 | 31.10 |
| 20 | 24.99 | 26.22 | 27.53 | 28.91 | 30.35 | 31.87 |
| 21 | 25.56 | 26.87 | 28.19 | 29.61 | 31.10 | 32.65 |
| 22 | 26.22 | 27.53 | 28.91 | 30.35 | 31.87 | 33.46 |
| 23 | 26.87 | 28.19 | 29.61 | 31.10 | 32.65 | 34.27 |
| 24 | 27.53 | 28.91 | 30.35 | 31.87 | 33.46 | 35.11 |
| 25 | 28.19 | 29.61 | 31.10 | 32.65 | 34.27 | 36.00 |
| 26 | 28.91 | 30.35 | 31.87 | 33.46 | 35.11 | 36.89 |
| 27 | 29.61 | 31.10 | 32.65 | 34.27 | 36.00 | 37.80 |
| 28 | 30.35 | 31.87 | 33.46 | 35.11 | 36.89 | 38.71 |
| 29 | 31.10 | 32.65 | 34.27 | 36.00 | 37.80 | 39.67 |
| 30 | 31.87 | 33.46 | 35.11 | 36.89 | 38.71 | 40.69 |
| 31 | 32.65 | 34.27 | 36.00 | 37.80 | 39.67 | 41.66 |
| 32 | 33.46 | 35.11 | 36.89 | 38.71 | 40.69 | 42.71 |
| 33 | 34.27 | 36.01 | 37.80 | 39.67 | 41.66 | 43.72 |
| 34 | 35.11 | 36.89 | 38.71 | 40.69 | 42.71 | 44.85 |
| 35 | 36.00 | 37.80 | 39.67 | 41.66 | 43.72 | 45.91 |

Longevity Pay: After completing given number of years of service in Miller Creek ESD as of July 1st, and based on 12 month, 8-hour positions (part-time positions to be proportionately less):

| <u>COMPLETED</u> | <u>AMOUNT PER</u> | <u>AMOUNT PER</u> |
|------------------|-------------------|-------------------|
| 6 | 30.00 | 360.00 |
| 8 | 40.00 | 480.00 |
| 10 | 50.00 | 600.00 |
| 12 | 60.00 | 720.00 |
| 14 | 70.00 | 840.00 |
| 16 | 80.00 | 960.00 |
| 18 | 90.00 | 1,080.00 |
| 20 | 100.00 | 1,200.00 |

Board Approved June 6, 2023

EXHIBIT C

MILLER CREEK ELEMENTARY SCHOOL DISTRICT CLASSIFIED HOURLY SALARY SCHEDULE 2023-2024

Hourly Rates

| RANGE/STEP | A | B | C | D | E | F |
|------------|-------|-------|-------|-------|-------|-------|
| 1 | 16.49 | 17.32 | 18.19 | 19.10 | 20.04 | 21.07 |
| 2 | 16.92 | 17.74 | 18.65 | 19.57 | 20.55 | 21.58 |
| 3 | 17.32 | 18.19 | 19.10 | 20.04 | 21.07 | 22.10 |
| 4 | 17.74 | 18.65 | 19.57 | 20.55 | 21.58 | 22.65 |
| 5 | 18.19 | 19.10 | 20.04 | 21.07 | 22.10 | 23.22 |
| 6 | 18.65 | 19.57 | 20.55 | 21.58 | 22.65 | 23.80 |
| 7 | 19.10 | 20.04 | 21.07 | 22.10 | 23.22 | 24.36 |
| 8 | 19.57 | 20.55 | 21.58 | 22.65 | 23.80 | 24.98 |
| 9 | 20.04 | 21.07 | 22.10 | 23.22 | 24.36 | 25.59 |
| 10 | 20.55 | 21.58 | 22.65 | 23.80 | 24.98 | 26.24 |
| 11 | 21.07 | 22.10 | 23.22 | 24.36 | 25.59 | 26.84 |
| 12 | 21.58 | 22.65 | 23.80 | 24.98 | 26.24 | 27.54 |
| 13 | 22.10 | 23.22 | 24.36 | 25.59 | 26.84 | 28.21 |
| 14 | 22.65 | 23.80 | 24.98 | 26.24 | 27.54 | 28.90 |
| 15 | 23.22 | 24.36 | 25.59 | 26.84 | 28.21 | 29.60 |
| 16 | 23.80 | 24.98 | 26.24 | 27.54 | 28.90 | 30.36 |
| 17 | 24.36 | 25.59 | 26.84 | 28.21 | 29.60 | 31.09 |
| 18 | 24.98 | 26.24 | 27.54 | 28.90 | 30.36 | 31.87 |
| 19 | 25.59 | 26.84 | 28.21 | 29.60 | 31.09 | 32.66 |
| 20 | 26.24 | 27.54 | 28.90 | 30.36 | 31.87 | 33.46 |
| 21 | 26.84 | 28.21 | 29.60 | 31.09 | 32.66 | 34.28 |
| 22 | 27.54 | 28.90 | 30.36 | 31.87 | 33.46 | 35.13 |
| 23 | 28.21 | 29.60 | 31.09 | 32.66 | 34.28 | 35.98 |
| 24 | 28.90 | 30.36 | 31.87 | 33.46 | 35.13 | 36.87 |
| 25 | 29.60 | 31.09 | 32.66 | 34.28 | 35.98 | 37.80 |
| 26 | 30.36 | 31.87 | 33.46 | 35.13 | 36.87 | 38.73 |
| 27 | 31.09 | 32.66 | 34.28 | 35.98 | 37.80 | 39.69 |
| 28 | 31.87 | 33.46 | 35.13 | 36.87 | 38.73 | 40.64 |
| 29 | 32.66 | 34.28 | 35.98 | 37.80 | 39.69 | 41.66 |
| 30 | 33.46 | 35.13 | 36.87 | 38.73 | 40.64 | 42.72 |
| 31 | 34.28 | 35.98 | 37.80 | 39.69 | 41.66 | 43.75 |
| 32 | 35.13 | 36.87 | 38.73 | 40.64 | 42.72 | 44.84 |
| 33 | 35.98 | 37.81 | 39.69 | 41.66 | 43.75 | 45.91 |
| 34 | 36.87 | 38.73 | 40.64 | 42.72 | 44.84 | 47.10 |
| 35 | 37.80 | 39.69 | 41.66 | 43.75 | 45.91 | 48.21 |

Longevity Pay: After completing given number of years of service in Miller Creek ESD as of July 1st, and based on 12 month, 8-hour positions (part-time positions to be proportionately less):

| <u>COMPLETED</u> | <u>AMOUNT PER</u> <u>MONTH</u> | <u>AMOUNT PER</u> <u>MONTH</u> |
|------------------|-----------------------------------|-----------------------------------|
| 6 | 30.00 | 360.00 |
| 8 | 40.00 | 480.00 |
| 10 | 50.00 | 600.00 |
| 12 | 60.00 | 720.00 |
| 14 | 70.00 | 840.00 |
| 16 | 80.00 | 960.00 |
| 18 | 90.00 | 1,080.00 |
| 20 | 100.00 | 1,200.00 |

Board Approved June 6, 2023

EXHIBIT D

MILLER CREEK SCHOOL DISTRICT CLASSIFIED EMPLOYEE EVALUATION FORM

Name _____ Date _____

School/Dept. _____ Position _____

MS – Meets District Standards NI – Needs Improvement NA – Not Applicable

| Performance Factors (Descriptions are examples and are not all inclusive) | MS | N I | NA |
|--|----|--------|----|
| 1. Knowledge of Work/Skill Level: Understands all phases of work; has skills necessary for effective job performance. | | | |
| 2. Quality of Work: Is accurate, thorough, and neat; performs tasks effectively. | | | |
| 3. Quantity of Work: Performs tasks in a reasonable time. | | | |
| 4. Dependability and Reliability: Follows through on assignments; accepts responsibility; is punctual; attendance is acceptable | | | |
| 5. Planning and Organizing: Schedules and lays out work appropriately; uses time efficiently. | | | |
| 6. Judgement and Analytical Ability: Evaluates situations using available facts and makes sound decisions and/or takes appropriate action. | | | |
| 7. Initiative: Works well without direction; assumes leadership when appropriate. | | | |
| 8. Attitude and Cooperation: Is receptive to new ideas and change; facilitates teamwork; is helpful, cooperates with fellow employees, students and public. | | | |
| 9. Safety: Understands and applies safe work practices. | | | |
| 10. Communications: Communicates effectively with others. Demonstrates patience, tact, and diplomacy. | | | |

*COMMENDATIONS:

*GOALS/RECOMMENDATIONS:

Employee should be granted permanent status (for probationary employees only). Y _____ N _____

Signature of Evaluator/Date

Consulted with _____

Employee: My signature indicates that this evaluation has been discussed with me and does not imply agreement with its contents. I understand that I may attach my own statement to this evaluation, if I choose, within 10 working days.

Signature of Employee/Date

*If additional space is needed, attach a separate sheet.

EXHIBIT E

FORM FOR FILING OF FORMAL GRIEVANCE

SAN RAFAEL CHAPTER #341 OF THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

This form has been coordinated with the Collective Bargaining Contract and its use is mandatory if you file a formal grievance. Please prepare this form in duplicate and be prepared to present a current copy at each step to the proper administrator and any party to the grievance so that pertinent facts can be added as required. This form will become the official record of dates, actions taken, and resolutions reached.

INFORMAL LEVEL (CSEA - Article IX-B)

FORMAL PROCESS (CSEA - Article IX C-1)

NOTE: Prior to the filing of this form with the appropriate administrative official, two actions must have been completed by the grievant.

The person, or persons against whom this grievance is being lodged must be notified that you plan to enter a formal grievance procedure in order to provide a solution to the problem.

Date of such notification _____

Your immediate supervisor must be notified of your intention to file formal grievance procedures.

Date of such notification _____

An employee must act upon a perceived grievance within a ten (10) day limit or the grievance is automatically invalidated.

Name of Grievant _____ Work Location _____

LEVEL I - Immediate Supervisor (CSEA - Article IX C)

A. _____
Name of immediate supervisor Date filed with the supervisor

B. _____
Name of person, or persons, against whom this formal grievance is being lodged

C. Cite the contract section alleged to be violated.

D. Describe the specifics of the grievance, including the date(s) of the event(s) leading to it, and including dates and outcomes of any informal attempts at resolution of the grievance. (CSEA - Article IX C-1b). Please use additional paper if needed.

E. Describe the specific remedies sought.

Signature of grievant Date

A. _____
Date received by immediate Supervisor Date of informal conference between supervisor and grievant

B. _____
Names of representatives, if any were used

C. Statement of decision by immediate supervisor. (CSEA – twenty (20) day time limit from “E” date above)

Supervisor’s signature Date

LEVEL II - Superintendent (CSEA - Article IX C-2)

If the grievant is not satisfied with the decision reached in Level I, then this entire form along with any accumulated substantiating documents or photocopies thereof shall be submitted to the Superintendent. The entire form must be filed with the Superintendent within ten (10) days of the decision reached in Level I.

Signature of the person submitting to
Superintendent

Date

Reasons for appeal: (CSEA - Article IX C-2b)

Statement of decision of the matter by the Superintendent, or his designee:
(Time limit twenty (20) days – CSEA)

Signature of Superintendent or designee

Date

LEVEL III (CSEA ONLY)

Classified must make a written request to CSEA Chapter #341 before a three (3) person panel can be initiated.

(Fifteen (15) day limit)

LISTING OF MEMBERS OF PANEL - IF USED

1. _____

2. _____

3. _____

The date that the report from the panel was submitted to the Board _____

LEVEL IV (CSEA - Article IX C-4)

Date of receipt of documents of appeal
to the School Board by Superintendent

Date and time of appeal of hearing
held by the School Board

Written decisions by the School Board following hearing with any minutes or other documentation attached hereto:

President, Board of Trustees

Date

Exhibit F**JOB DESCRIPTION REVIEW**

- A. The District and Chapter have mutual interests in reviewing Job Descriptions for Classified Employees on a systematic basis. The Job Description/Reclassification Review Committee shall be composed of no more than three bargaining unit members from the current year elected negotiating team and no more than three District representatives.
- B. The Job Description/Reclassification Review Committee shall no later than the end of the 2nd week of November that year:
1. Determine no more than ten 10 existing Job Descriptions/ Reclassifications for review from those currently utilized and published by the District. Reclassification requests shall have priority in the Job Description review selection.
 2. These ten 10 descriptions shall be determined from the current year reclassification applicants. The remaining number shall be determined from the current list of positions maintained by the District. The District and CSEA shall split the remaining number evenly. In the event of an odd number that one (1) job description shall be mutually agreed upon.
- C. Annually but no later than the last workday in January of each school year, the administrator responsible for Human Resources functions shall have completed a draft rewrite of the Job Descriptions identified by the process above. These shall be submitted to the incumbents in the positions identified as well as to the supervisors.
- D. The Job Description Review Committee shall meet, compile the responses from the incumbents and supervisors and complete their revised suggestions for the Job Descriptions under review no later than the last workday in March of the same school year.

Revised May 30, 2023 Agreement