

MOU Operating Engineers Local Union No. 3 AFL-CIO  
MJUSD July 1, 2022  
Through June 30, 2025

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
AND ALL UNITS OF THE  
OPERATING ENGINEERS LOCAL UNION NO. 3  
CLERICAL UNIT  
NUTRITIONAL SERVICES UNIT  
MAINTENANCE AND OPERATIONS UNIT  
TRANSPORTATION UNIT**

2022-2025 School Years

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**ARTICLE 1. AGREEMENT**

- 1.1 The Articles and provisions contained in this Master Agreement constitute a bilateral and binding agreement by and between the Governing Board of the Marysville Joint Unified School District, hereafter known as the "District," and all units-of the Operating Engineers Local Union No. 3, AFL-CIO hereafter known as the "Union or OE3," the exclusive representative for employees covered by this Agreement.
- 1.2 Any provision applicable to less than all units shall be found in Appendix A.
  - 1.2.1 Clerical Unit - Appendix A
  - 1.2.2 Food Services Unit - Appendix A
  - 1.2.3 Maintenance/Operations Unit - Appendix A
  - 1.2.4 Transportation Unit - Appendix A
- 1.3 This Agreement is entered into in accordance with Chapter 10.7 of the Government Code Meeting and Negotiating in Public Educational Employment [3540 - 3549.3].

**ARTICLE 2 RECOGNITION**

- 2.1 The District recognizes the Union as the exclusive representative for the following units:
  - 2.1.1 Clerical Unit which represents employees holding the classifications indicated in Appendix A.
  - 2.1.2 Food Services Unit which represents employees holding the classifications indicated in Appendix A.
  - 2.1.3 Maintenance and Operations Unit which represents employees holding the classification indicated in Appendix A.
  - 2.1.4 Transportation Unit which represents employees holding the classification indicated in Appendix A.

- 2.2 The Units indicated in Section 2.1 exclude designated management, supervisory and confidential personnel.

### **ARTICLE 3 DUES DEDUCTION**

- 3.1 The Union shall have the sole and exclusive right to have membership dues and fees deducted for employees in the bargaining units. The District shall pay to the designated payee, within fifteen (15) working days of the deduction, all sums deducted.
- 3.2 The District shall deduct, in accordance with the Operating Engineers Local Union No. 3 dues fee schedule, dues from the wages of all employees who are members of Operating Engineers Local Union No. 3 on the date of the execution of this Agreement and who have submitted dues authorization forms to the Union. The Union shall provide notice to the District.
- 3.3 The District shall deduct the dues fees from the wages of all employees who, after the date of execution of this Agreement, become members of Operating Engineers Local Union No. 3 and submit to the District a dues authorization card. This authorization may be revoked upon a thirty (30) day notice, in writing, to the Union by the employee at any time. The union shall inform the District promptly.
- 3.4 Such authorization for dues deduction shall be continued in effect from year to year unless revoked as specified in Section 3.3

### **ARTICLE 4 HOURS AND OVERTIME**

#### **4.1 Lunch Periods**

All employees covered by this Agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty for four (4) hours. The length of time for such period shall be for a period of no longer than one (1) hour nor less than one-half ( $\frac{1}{2}$ ) hour and shall be scheduled for full-time employees on or about the mid-point of each work shift.

4.2 Rest Periods

- 4.2.1 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per each four (4) hours worked or major fraction thereof.
- 4.2.2 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

4.3 Overtime

Except as otherwise provided herein, all overtime hours, as defined in this Section, shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work assigned and authorized. Overtime is defined to include any time assigned worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week.

- 4.3.1 The workweek shall consist of five (5) consecutive days and forty (40) hours per week.
- 4.3.2 The workweek shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the workweek. Such an employee shall be compensated, for any work required to be performed on the sixth or seventh day following the commencement of the workweek, at a rate equal to one and one-half (1½) times the regular rate of pay of the employee designated and authorized to perform the work.
- 4.3.3 All hours worked on holidays shall be compensated at one and one-half (1½) times the regular rate of pay to be paid in addition to the regular holiday pay.

4.4 Differential Pay

All classified employees in regularly assigned positions which require the employee to work one-half or more of his/her assigned workday between the hours of 5:00 p.m. and 7:00 a.m., shall work seven and one-half (7½) hours per shift and be paid for an eight (8) hour shift. One-half (½) hour of their eight (8) hours shall be for lunch period.

4.5 Minimum Call In Time

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

4.6 Call-Back Time

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

4.7 Emergency Time

In the event of an emergency at a work site, which requires work at that site to be suspended for the day after the employee has reported for work at that site, the employee shall be compensated for a minimum of two (2) hours pay for that day at the rate of pay appropriate under this Agreement.

4.8 Four-Consecutive-Day Workweek

All or certain classes of employees who have regular workweeks of eight (8) hours per day, forty (40) hours per week, five (5) consecutive days may request and the Governing Board may establish a ten (10) hour per day, forty (40) hour, four (4) consecutive days workweek for all or certain classes of such employees where, by reasons of the work location and duties actually performed, their services are not required for a workweek of five (5) consecutive days.

4.8.1 Overtime Applicable to Four-Consecutive-Day Workweek

Overtime at the rate of one and one-half (1½) times the regular rate of pay of the employees designated and authorized to perform the work shall be paid for all hours worked in excess of the employee's required ten (10) hour workday, or for work performed on the fifth, sixth and seventh days of the employee's regular workweek.

4.9 Minimum Emergency Call Back/Call In Time (Maintenance & Operations Only)

4.9.1 This section shall be implemented July 1, 1986.

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- 4.9.2 For any school year, July 1 through June 30, three (3) employees, two (2) designated "regular" and one (1) designated "alternate" may be selected to perform this additional duty.
- 4.9.3 Selection for this additional service will take place during the month of May of each school year and shall be in accordance with the procedures set forth in Section 7.2 - Voluntary Transfers.
- 4.9.4 In order to be eligible for the additional duty, employees must have had one (1) year experience working in District Maintenance.
- 4.9.5 Selected employees who live within ten (10) miles radius of the District Office will be allowed to take a District vehicle home. Other District employees, who must drive personal vehicles to the District Office for the purpose of obtaining a District vehicle to perform this service, will be compensated at the current Internal Revenue Service mileage reimbursement rate for the use of their private vehicles. The IRS mileage rate shall be adjusted annually.
- 4.9.6 The employees designated as "alternate" during any school year, shall be entitled to become a "regular" for the subsequent school year. If the "alternate" employee does not desire to become a "regular," three (3) new employees may be selected pursuant to 4.9.2.
- 4.9.6.1 Any vacancy occurring based upon the departure of either of the two (2) employees designated "regular" shall be filled by the alternate employee providing the alternate employee wants the vacancy.
- 4.9.6.2 The vacancy resulting from either the alternate moving to regular status or the initial vacancy where the alternate selects not to move into the regular status shall be filled in accordance with Section 7.2 Voluntary Transfers.
- 4.9.6.3 Employees designated as "regular" shall receive a guaranteed minimum hourly compensation of seven (7) hours per month and the employee designated as the "alternate" shall receive a guaranteed minimum of four (4) hours per month.

4.10 Regular Bus Driver (Transportation Unit)

4.10.1 A regular bus driver is one who is assigned a daily bus route.

4.10.2 A regular bus driver shall work a minimum of six (6) hours per day unless he/she elects to work less and the District can accommodate such reduced hours.

4.11 Establishment of Driving Routes (Transportation Unit)

4.11.1 For the 1995/96 school year only, the District agrees to maintain eleven (11) routes which, when combined with whatever other duties the driver may regularly be assigned, will result in at least six (6) work hours per day for the driver. Commencing with the 1996/97 school year, the establishment of driving routes including other work hours, shall return to being a management right.

4.11.2 Route-bidding Process

During the 2007-08 school year, the parties agreed to the following process and timeline for route-bidding, as part of that year's settlement agreement:

The parties agree to conduct the process of route-bidding for bus drivers after the first six (6) weeks of school, in order to ensure that modifications to regular bus routes have been minimized and routes stabilized, prior to Transportation Dept. employees bidding on routes.

The parties later agreed to return the process and timeline to take place before the first day of school.

4.12 Workday and Weekend Trip Assignment Procedure (Transportation Unit Employees only)

4.12.1 Driver Qualifications

It will be at the discretion of the Transportation Director and/or the Driver Trainer to determine the qualifications of a bus driver at any time for any bus or any trip. If, for any reason, the Director or Driver Trainer feels a driver would not be qualified, then that driver would be refused a particular trip. The exercise of District discretion pursuant to this section shall not be subject to the grievance procedure.



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4.12.2 Weekday Trip Assignments

- 4.12.2.1 A separate trip board shall be maintained for weekday trips, which shall be set by driver seniority. At least two (2) alternate four (4) hour drivers, plus four (4) substitute drivers shall be included in the weekday trip board. If four (4) drivers in a row in rotation decline a trip or if by 4:30 p.m. a trip is still not assigned, or in an emergency (trip comes in at last minute, assigned driver calls in sick, etc.), the dispatcher may use subsection 4.12.2.6 of this Article to cover said situation.
- 4.12.2.2 Drivers must check in daily before 10:00 a.m. with dispatcher to find out if they are up for following day's trips. If they are up for a trip, they must give a "yes" or "no" answer at that time. (Reasonable: 15 minutes for phone call to sitter, etc.) Dispatcher must assign trips in a reasonable and timely manner; no later than 2:00 p.m. of the day before trip, if possible.
- 4.12.2.3 If a driver is notified of a trip and declines, it will result in forfeiture until the driver's name appears again in rotation.
- 4.12.2.4 At the beginning of each school year, a driver may choose to have his/her name deleted from the extra trip board should he/she not want to take weekday trips.
- 4.12.2.5 If a trip has been assigned and subsequently canceled, the driver's name will be returned to the top of the rotation list.
- 4.12.2.6 In an emergency and trips being three (3) hours or less, or trips coming in late may be assigned by the Director or Dispatcher to available permanent driver or substitutes. Those trips will be posted against said drivers if the trips go over three (3) hours.

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- 4.12.2.7 Any trip, four (4) hours or more, driver will forfeit regular route after 12:00 Noon, or if trip is the same or over contract hours, driver will forfeit his/her regular route for that day.
- 4.12.2.8 Drivers may not trade trips.
- 4.12.2.9 Trips going out on paid Holidays will be posted on Weekend Trip Board -- all others will be posted on Weekday Trip Board.
- 4.12.2.10 Weekday trip assignment sheet will be placed in a prominent place, accessible for drivers' information.
- 4.12.2.11 Drivers in outlying areas (Yuba Feather, Dobbins and YESCA, while affiliated with the District) will have the option of taking only schools in their area or being included on the trip board in town. These drivers must make a distinct choice.
- 4.12.2.12 Any weekday trip beginning on Friday that is an overnight trip ending Saturday will be posted and considered a weekend trip. (See section below for applicable procedure.)
- 4.12.2.13 On overnight field trips, compensation will be calculated and based on the eight (8) hours a driver is behind the wheel and driving. A driver shall not be compensated for more than eight (8) hours each day. A driver will not be paid for time spent sleeping/waiting in a hotel, in anticipation of the next day's driving responsibility.

4.12.3 Weekend Trip Assignments

4.12.3.1 A separate trip board shall be maintained for permanent drivers for weekend trips. Weekend trips are defined as an overnight trip which commences on a Friday or any other trip which commences on a Saturday, Sunday or a holiday. All weekend trips shall be posted and assigned by rotation, based on driver seniority.

4.12.3.2 If received, these trips will be posted on Monday by 10:00 a.m. Trips received later, after 10:00 a.m., Monday, will be posted as they come in through 10:00 a.m., Thursday. (For these trips, the cut-off date for all drivers signing up shall be 10:00 a.m., Thursday of each week and such trips shall be assigned between 10:00 a.m. and no later than 2:00 p.m. on Thursday of each week.). Trips received after 10:00 a.m. Thursday, for the same week will be posted as they come in and will be assigned between 10:00 Noon and 5:00 p.m., Friday. Eligibility for these trips will start where the last eligible driver with a card left off for the Monday through 10:00 a.m., Thursday, posting. The Thursday would not be eligible for these trips even though they involved longer hours. 10:00 a.m., Thursday, is the cut-off time. Exceptions will be trips, during Christmas and Easter Vacations. They will be posted the last week before recess.

4.12.3.3 When a driver's turn comes up for a trip, there will be an eligible card in a slot to the right of his/her name on the trip board. The drivers of the week's eligible list would have a card that reads "Start Here." It is the driver's responsibility to check the trip board or call the dispatcher weekly to check their status on the trip board.

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4.12.3.4 Any driver can sign up for the posted trips, but those drivers with eligible cards have priority for the posted trips. If a driver signs up for more than one trip, it is a good idea for them to put a number of priority by his/her name, starting with "#1" for first choice, and so on.

If a trip is posted and no permanent driver signs up for the trip, it will be assigned to the substitute driver at the discretion of the Transportation Director or Driver Trainer.

4.12.3.5 If an eligible driver with a card does not sign up for the posted trip and other drivers without cards do sign up, then the trip would be assigned to the next driver down on the trip board that signed up and did not already have a trip taken in the column.

The eligible driver with a card that does not take the posted trip for whatever reason (except a cancellation) will be passed by until their turn comes around again on the trip board in the next column. The driver without an eligible card who takes the trip will be passed by when their turn comes up next on the trip board.

If a driver, without an eligible card, is assigned a trip and cancels after being assigned said trip, they will receive a white turn-down and passed by until their names come up in rotation again. When a driver takes a trip, a card with the trip and date is placed in the slot to the right of their name in the appropriate column according to board rotation. If the eligible driver did not take the trip, a white card would be placed in the slot. The only way a driver with an eligible card can retain his/her position for the next round of trips is if the trip he/she signed up for was canceled after being assigned to them. When trips are posted and then canceled before assignment, the eligible card or cards would

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be pulled. For example, if five (5) trips were posted on Monday, and five (5) drivers had eligible cards, then Wednesday two of the posted trips were canceled, the last two (2) eligible drivers' cards would be pulled off the board and wait for the next round of trips.

- 4.12.3.6 Any driver showing up for a trip and the trip is canceled and the driver was not notified prior to arriving at a bus check out location, he/she would receive two (2) hours pay at the driver's applicable hourly rate of pay.
- 4.12.3.7 Any permanent driver taking a posted trip must forfeit his/her daily run or a portion of the daily run, whichever is in the best interest of the District and to comply with law on legal driving hours. If the trip should run late, not given eight (8) hours off duty before the next day's shift begins, the driver must forfeit the next morning's shift to comply with the law.
- 4.12.3.8 Drivers who do not want extra trips will notify the Dispatcher and said drivers will receive turn-down cards across the trip board.
- 4.12.3.9 The Driver Trainer/delegated behind-the-wheel trainer will be responsible for checking out drivers to make sure they are qualified for any buses they are assigned to drive. The responsibility of properly checking out and assuring the qualification of the drivers rests with the District when the Driver Trainer/delegated behind-the-wheel trainer is working within the scope of duties and responsibilities of his/her position. In addition, the Driver Trainer and delegated behind-the-wheel trainer are providing clearance as designees of the Director of Transportation.

**ARTICLE 5. LEAVES OF ABSENCE - VACATION**

5.1 Vacation

- 5.1.1 All regular classified employees shall accrue vacation at the prescribed rate.
- 5.1.2 "Service" for purposes of vacation accrual increases shall consist of unbroken years of service to the District. Leave for illness or injury while in the employment of the District shall not be considered a break in years of service. In the first year of employment, the employee must have worked seventy-five percent (75%) of the days required in his/her classification; i.e., seven and one-half (7-1/2) months for a ten (10) month employee and nine (9) months for a twelve (12) month employee, in order for that year to be considered as the initial year of service.
- 5.1.3 Full-time employees shall accrue vacation at the rate of five-sixths (5/6) working days per calendar month worked for the first through seventh year of service.
- 5.1.4 After seven (7) years of service and beginning with the eighth year of service, full-time employees shall accrue vacation at the rate of one and one-fourth (1¼) working days per month worked.
- 5.1.5 After twelve (12) years of service and beginning with the thirteenth (13th) year of service, full-time employees shall accrue vacation at the rate of one and one-half (1½) working days per month worked.
- 5.1.6 After completion of the (equivalent number of years of service) required for an increase in the monthly vacation accrual rate, such increase will take effect the following July 1.
- 5.1.7 Probationary employees shall not accrue vested vacation credits during their probationary period (six [6] work months, or unless otherwise extended). However, successful completion of the probationary period, the employee shall be granted vacation credits at the prescribed rate retroactive to his/her initial date of employment.
- 5.1.8 New employee shall have been in a paid status on more one-half (½) of the working days in the month in which employed in order to receive vacation credits for that month.

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- 5.1.9 Classified employees working less than twelve (12) months shall be entitled to full vacation accrual as specified in Article 5.2 or 5.3, provided they are in a paid status for more than one-half (½) of the working days during any month of employment.
- 5.1.10 Vacation accrual for part-time employees (less than eight (8) hours per day and/or five (5) days per week) shall be according to the ratio that the number of workdays per week bears to five (5) and the number of hours in their established working days bears to eight (8) hours. Vacation shall be taken in units of not less than one (1) hour a day.
- 5.1.11 As required by law, not more than one hundred eighty (180) hours of vacation accumulation may be carried forward from one year to the next. All employees must use their accumulated vacation leave prior to June 30, so as not to have more than 180 hours of vacation going into the next fiscal year, which begins on July 1.
- 5.1.12 Vacation schedules shall be prepared by the administration. Effort shall be made to enable vacation to be taken at times convenient to the employee, consistent with the needs of the service and the workload of the department. Vacation be taken in units of not less than one hour per day.
- 5.1.13 The rate at which vacation is paid shall be the employee's current rate. An employee whose vacation is earned and begun under a given status shall suffer no loss of earned vacation credit by reason of subsequent changes in conditions of employment during that vacation.
- 5.1.14 Upon separation from the service, an employee shall be paid for his/her accumulated vacation credit at the rate of pay applicable to his/her last regular assignment. Employees are required to provide two (2) weeks' notice voluntary separation unless waived by mutual agreement between the employee and the District.
- 5.1.15 When an employee has accumulated the maximum allowable vacation credit and when a critical emergency prevents his/her being off duty, the nature and duration of the emergency shall be reported to the District. The District may authorize payment in lieu of vacation earned above the maximum or may permit the accumulation of excess vacation credit for duration of the emergency.

5.2 Illness or Bereavement While on Vacation

5.2.1 Any classified employee who has five (5) or more years of service who commences his/her prescribed vacation period and subsequently becomes ill or is bereaved before his/her vacation period has been completed shall be placed on sick or bereavement leave if the illness or bereavement is such that had the employee been working, he/she would have absent on sick or bereavement leave subject to the following:

5.2.1.1 If the employee, normally, is required to return to duty immediately following the vacation period.

5.2.1.2 If the employee's request is filed with the District within two (2) weeks of illness or bereavement or with, at the latest, one (1) week of his/her return to duty unless extraordinary extenuating circumstances exist which prevent such filing.

5.2.1.3 If the filed request fully outlines the reasons for the request and is fully substantiated, including medical reports in the case of illness.

5.2.2 When all or part of an employee's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the employee's earned vacation balance. If possible, he/she shall be granted opportunity to consume this vacation credit in order not to exceed the limit on accrued vacation. In other cases, Section 5.1.1.2 of this Article may be applied in order to avoid loss of vacation credit.

5.3 Classified Employee's Vacation Schedule

In accordance with Education Code section 45197, the Marysville Joint Unified School District classified employees will be scheduled for vacation as approved by the Administration.



**ARTICLE 6. LEAVES OF ABSENCE**

6.1 Bereavement Leave

An employee shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall not exceed a period of four (4) days. If the funeral requires travel in excess of three hundred (300) miles one way, two (2) additional days shall be allowed. The immediate family is defined as husband, wife, father, mother, mother-in-law, father-in-law, sister, brother, son, daughter, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, or any relative of either spouse living in the immediate household of the employee.

6.2 Jury Duty

6.2.1 An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The employee shall receive full pay while on leave, provided that the jury service fee is assigned to and is filed with the District. Any mileage reimbursement or meal expense received by the employee for his/her service shall be the property of the employee.

6.2.2 On any day where the employee is not selected for actual jury duty, he/she must return to work within one (1) hour from the time he/she is excused from possible jury selection for the day or at the commencement of his/her regular work shift, whichever is later.

6.2.3 On any day where the employee is actually selected for jury service and is empanelled, the employee shall not be required to return to work after being excused by the judge from further jury service on that day.

6.3 Military Leave

An employee shall be entitled to any military leaves provided by the law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. After receipt of orders, the employee shall notify his/her immediate supervisor, on the next working day, and provide a copy of these military orders. (Ed. Code section 45059.)

6.4 Industrial - Accident and Illness

Classified employees shall be entitled to industrial accident or illness leaves of absence under the following provisions:

- 6.4.1 Allowable leave shall be for sixty (60) working days in any one (1) fiscal year for the same accident.
- 6.4.2 Allowable leave shall not be accumulated from year to year.
- 6.4.3 Industrial accident or illness leave shall commence on the first day of illness/accident and terminate upon release by the attending physician in writing.
- 6.4.4 Payment of wages lost on any day on account of an industrial accident or illness shall not, when added to an award granted the employee under the Workers' Compensation laws of this State, exceed the normal wage for the day.
- 6.4.5 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
- 6.4.6 When an industrial accident or illness leave overlaps into the next school year, the employee shall be entitled to only the amount of unused leave due at the end of the year for the same illness or injury.
- 6.4.7 Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Education Code sections 45190, 45192, 45195, 45196, and for the purposes of each of these Sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
- 6.4.8 During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity check received on account of his/her industrial accident or illness loss of wages.

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(Reimbursement of medical expenses and settlements are not reported or endorsed to the District.) The District shall issue the employee appropriate salary warrants for payment of the employee's regular salary and shall deduct normal retirement, other authorized contributions, and any amounts the employee received for indemnity benefits. Credit shall be given to the employee's accumulated sick leave or vacation in an amount of time proportionate to the compensation monies received when such leave has been charged.

6.4.9 When all available paid leaves of absence have been exhausted and if the employee is not medically able to return to work, the employee may use difference pay as authorized by Section 6.7 of this Article and governed by regulations adopted by the Board of Trustees.

6.4.10 Any employee receiving benefits as a result of this Agreement shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

6.4.11 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed with appropriate seniority regulations.

6.4.12 An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

6.5 Personal Necessity Leave Using Accrued Illness Leave

6.5.1 A classified employee may use up to seven (7) days per year of accrued illness or injury leave, at his/her election for absences caused by personal necessity. Determination of what constitutes

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"personal necessity" for a given individual shall be the responsibility of that individual and his/her supervisor to determine that the leave is needed. The deciding factor shall be that the necessary activity could not be conducted before or after working hours.

6.5.2 The employee shall not be required to secure advance permission for leave taken for any of the following two reasons; however, the immediate Supervisor or District shall be notified in advance:

6.5.2.1 Death or serious illness of a member of his/her immediate family, as defined in Section 6.1.

6.5.2.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

6.5.2.3 The employee requesting such leave shall file a written request five (5) days in advance with the Assistant Superintendent-Personnel Services, for approval and state that such leave will not be used for any of the following purposes:

6.5.2.3.1 Recreation and recreational travel;

6.5.2.3.2 Engaging in other employment;

6.5.2.3.3 Concerted activities including including work stoppage or slowdown;

6.5.2.3.4 Any illegal activity.

6.5.3 This leave is not in lieu of benefits provided in other articles of this Agreement. The five (5) days advance request may be waived by mutual consent of the employee and his/her supervisor.

6.6 Sick Leave

- 6.6.1 Permanent full-time classified employees shall accumulate paid sick leave at the rate of one and one-tenth (1-1/10) days per month of employment. Every full-time, ten (10) employee shall be entitled to eleven (11) days leave of absence for illness. Every full-time, twelve (12) month employee shall be entitled to 13.2 days of leave of absence for illness.
- 6.6.2 Permanent employees employed less than full-time shall earn sick leave to the ratio that their workday bears to full-time employment.
- 6.6.3 Unused sick leave is cumulative from year to year.
- 6.6.4 For leave of absence or injury need not be accrued prior to taking such leave by the employee, but he/she may not be granted leave with pay for the number of days that would exceed the annual entitlement as specified in Section 6.6.1 of this Agreement. Further, a new employee shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she is entitled until he/she has completed six (6) months of service.
- 6.6.5 Probationary employees, upon being classified as permanent, shall accumulate sick leave as indicated in Section 6.6.1. and Section 6.6.2. above.
- 6.6.6 In the event an employee is absent due to illness, the District may require one or more of the following:
- 6.6.6.1 Doctor's verification of illness or injury.
  - 6.6.6.2 Written statement from the employee that he/she was, in fact, ill or injured.
- 6.6.7 Any classified employee of any school district who has been an employee of that district for a period of one (1) calendar year, or more, and who terminates such employment for the sole purpose of accepting a position in another school district and who subsequently accepts, within thirty (30) days of termination from his/her former employment, such position, shall upon his/her request, have transferred with him/her to the second district the total amount of earned leave of absence for illness or injury to which he is entitled under Education Code section 45191.

6.7 Additional Sick Leave

6.7.1 When a classified employee is absent from duty because of accident or illness for a period of five (5) months or less, the amount deducted from his/her monthly salary shall not exceed the amount paid a substitute employed to fill his/her position.

6.7.2 The five (5) month period of entitlement to this benefit shall commence with the first day of absence and should the employee's total paid absences including regular sick leave, vacation or other available paid leaves exceed five (5) months, he/she shall not be entitled to benefits under this Section.

6.7.3 If the total paid absences of the employee do not cover the five (5) month period, he/she shall be entitled to these benefits for that period of time between his/her last day of other paid absence and the last day of the five (5) month period.

6.7.4 Extended Leave for Health

Any regular employee of this unit may, at the discretion of the Board of Trustees, be granted a leave of absence without pay for reasons of health. The employee must provide the District with a written certification of the illness signed by a physician. Such leave is to be specific for a period of time of not less than one (1) school semester or more than one (1) school year.

Provisions for notice of intention to return to work will include a written statement from the employee's physician certifying the employee's ability to return to full-time service.

Language in the subsection is not subject to an appeal process. The decision rendered by the Board of Trustees, or its designee, is final.

6.8 Sick Leave - Maternity

6.8.1 The event of sickness or injury resulting from complications of pregnancy, the employee shall be entitled to sick leave, with pay, provided that the sickness or injury is verified by the attending physician.

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- 6.8.2 The days the employee is actually confined in the hospital, and any other days which the attending physician certified the patient was ill, as a result of childbirth, shall be counted as time the employee is entitled to sick leave with pay.
- 6.8.3 All sick leave taken during pregnancy shall be charged against the sick leave time standing to the credit of the employee at the time leave of absence occurred. Nothing in this Agreement shall be construed to mean that sick leave due to illness or injury resulting from pregnancy shall be in addition to sick leave resulting from other causes.
- 6.8.4 Duration of such short term leave shall be determined by the physician, who shall determine the employee's ability to return to work. Should the absent employee be unwilling to return to work at the end of that period, she shall be deemed to have vacated the position.
- 6.8.5 At any subsequent time during the year, if the employee is able to return to work, she shall be reinstated to a vacancy in her classification as it occurs.

6.9 Paternity Leave

One (1) day of paid leave shall be granted to the father, at his request, within ten (10) work days prior to or subsequent to the birth of his child. This one (1) day of leave shall be paid at his regular rate of pay for the hours he would have worked on that day.

6.10 Catastrophic Leave Bank

6.10.1 Creation and Purpose

6.10.1.1 Effective July 1, 1999, the Union and the District agree to create a Catastrophic Leave Bank ("Bank").

6.10.1.2 The Bank will permit unit member employees of the District ("Unit Member") to donate eligible sick leave credits to the Bank for when that Unit Member or a member of his/her family suffers catastrophic illness or injury.

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- 6.10.1.3 "Catastrophic illness or injury" is defined as an illness or injury that is expected to incapacitates a Unit Member for an extended period of time or that incapacitates a member of the Unit Member's family which incapacity requires the Unit Member 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 Unit Member because he/she has exhausted all his/her sick leave and other paid time off.
- 6.10.1.4 "Unit Member's family" is defined as husband, wife, son, daughter, stepchildren or mother and father of the Unit Member.
- 6.10.1.5 Days in the Bank shall accumulate from year to year.
- 6.10.1.6 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Bank participant.
- 6.10.1.7 The Bank shall be administered by a Joint Committee ("Committee") of two (2) members appointed by the Union and one (1) member appointed by the District.

6.10.2 Eligibility and Contributions

- 6.10.2.1 All Unit Members on active duty with the District are eligible to contribute to the Bank.
- 6.10.2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.



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- 6.10.2.3 Contributions to the Bank shall initially be made between July 1 and February 15, for the purpose of building up the Bank's reserves, unless otherwise assessed (see 6.10.2.8). Unit Members returning from leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Bank to all new Unit Members and those Unit Members returning from leave.
- 6.10.2.4 Unit Members who elect not to join the Bank upon first becoming eligible must wait until the open enrollment period (July 1 - October 15) or the next date of assessed contribution. (See below Section 6.10.2.7), and then must contribute an additional eight (8) hours of sick leave plus the actual assessment.
- 6.10.2.5 The contribution, on the appropriate form, must be authorized by the Unit Member.
- 6.10.2.6 Cancellation occurs automatically whenever a Unit Member fails to make his/her contribution or assessment. Cancellation, in writing, may be affected at any time and the Unit Member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned regardless of circumstance.
- 6.10.2.7 Unit Members wishing to participate in the Bank shall make an initial contribution of eight (8) hours of sick leave plus any other days assessed not to exceed sixteen (16) hours during the first year of participation. Part-time employees will have their contribution prorated after making an initial contribution of eight (8) hours.

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6.10.2.8 The Committee may require, at any time, an additional day or days of assessed contribution of participants if the number of days in the Bank falls below five hundred (500) hours. Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a Bank participant has no remaining sick leave at the time of the assessment, he/she need not contribute the additional day(s) to remain a participant in the Bank. However, he/she shall be required to repay the assessment the following year.

6.10.3 Withdrawal from the Bank

6.10.3.1 Bank participants whose sick leave and other paid time off, including differential pay if applicable, is exhausted may withdraw from the Bank for catastrophic illness or injury.

6.10.3.2 Participants must use all sick time and other paid time off, including differential leave if applicable, available to them before becoming eligible to withdraw from the Bank.

6.10.3.3 The first ten (10) duty days of illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay the first time the participant qualifies for a withdrawal draw from the Bank.

6.10.3.4 If a participant is incapacitated, applications may be submitted to the Committee by the participant's agent, the Union, or a member of the participant's family.

6.10.3.5 Withdrawals from the Bank shall be granted in units of no more than thirty (30) duty days.

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6.10.3.6 Participants applying to withdraw from the Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.

6.10.3.7 Prior to approval, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense. The Committee shall choose only a physician who qualifies under the District-offered insurance policy. Refusal to submit to the medical review will terminate the participant's requested withdrawal from the Bank.

6.10.3.8 Leave from the Bank may not be used for illness or disability which qualifies the participant for Workers' Compensation benefits unless the participant has exhausted all Workers' Compensation leave, his/her own sick leave and other paid time off, including differential pay if applicable, and provided further that the member signs over any Workers' Compensation checks for temporary benefits to the District. If there are any Workers' Compensation checks signed over to the Board, the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Workers' Compensation payment is equivalent to a regular day of pay at the negotiated rate for the participant.

If the District challenges the Workers' Compensation claim, the participant may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed the days by the District.

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6.10.3.9 If the Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.

6.10.3.10 Withdrawals shall become effective immediately upon the exhaustion of sick leave and other paid time off, including differential pay if applicable, and the waiting period provided for in Section 6.10.3.3, whichever is greater.

For example, if a participant contributed when first eligible to contribute (Section 6.10.2.3) and had ten (10) days of accumulated sick leave when the illness began (Section 6.10.3.3), he/she shall begin withdrawing upon the eleventh (11th) duty day, if otherwise eligible.

If the participant had fifteen (15) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the sixteenth (16th) duty day.

If the participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the eleventh (11th) duty day.

6.10.4 Administration of the Bank

6.10.4.1 The Committee shall have the responsibility of maintaining the records of the Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the request, assessing the viability of the Bank, and communicating its decisions, in writing, to the participants.

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- 6.10.4.2 The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this provision. Withdrawals may not be denied on the basis of the type of illness or disability.
- 6.10.4.3 Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
- 6.10.4.4 The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
- 6.10.4.5 By November 1 of each school year, the District shall notify the Committee of the following:
  - 6.10.4.5.1 The total number of accumulated days in the Bank on June 30th of the previous school year.
  - 6.10.4.5.2 The number of days contributed by Unit Members for the current year.
  - 6.10.4.5.3 The names of participating Unit Members.
  - 6.10.4.5.4 The total number of days available in the Bank.
- 6.10.4.6 By the tenth (10th) day of each calendar month, the District shall upon request, notify the Committee of the following:

- 6.10.4.6.1 The names of any additional Unit Members who have joined in accordance with the Eligibility and Contributions (Section 2);
- 6.10.4.6.2 The total number of days in the Bank at the beginning of the previous month;
- 6.10.4.6.3 The total number of days remaining in the Bank on the last day of the month.

6.10.5 Exempt from Grievance Article

- 6.10.5.1 This Catastrophic Leave Bank provision shall not be subject to the Grievance Procedure.

**ARTICLE 7. TRANSFERS**

A transfer is defined as the reassignment of the employee to another school site. A voluntary transfer is defined as an employee-initiated transfer. An involuntary transfer is defined as a District-initiated transfer.

7.1 Involuntary Transfer

An employee may be transferred for the good of the District from one position to another in the same class at the discretion of the department head(s) involved, provided that such action shall not be taken for punitive or preferential reasons. If requested by the employee, reasons for such transfer shall be presented, in writing, to the employee by his/her immediate supervisor.

- 7.1.1 Transfers shall be made without change in increment date, accumulated illness leave, and accumulated vacation credit or in any other manner which would reflect adversely upon the rights of the employee.

7.1.2 A permanent employee may be transferred to a different position in a related class on the same salary schedule. The primary consideration shall be similarity of duties, minimum qualifications, oral and written examination content, and classification group.

7.2 Voluntary Transfer

7.2.1 (All units except Maintenance & Operations; See Section below for Maintenance & Operations employees)

7.2.2 When a vacancy occurs, it shall be posted. Request for transfer by an employee shall be made, in writing, on a request for transfer form. If the employee is approved for transfer and refuses the transfer, his/her transfer request form shall be considered withdrawn.

7.2.1.1 A permanent employee who transfers to a position in a class in which he/she has not previously completed a probationary period including positions paying a lower range, shall be considered probationary in that class for a period of six (6) months or one hundred thirty (130) days of paid service, whichever is longer. At any time during the probationary period, the employee may be returned (transferred) to his/her former classification.

7.2.1.2 An employee who, at his/her request, is reclassified or reassigned to a lower range, shall retain his/her salary for the remainder of the fiscal year and shall be reclassified on or before July 1st for the next fiscal year.

**ARTICLE 8. TEMPORARY ASSIGNMENT TO OTHER DUTIES AND COMPENSATION**

The parties agree to extend the temporary assignment threshold to forty-five (45) days beginning July 1, 2021. Beginning July 1, 2021, the employee providing out of classification duties shall receive the hourly equivalent of step 1 of the job title or ten percent (10%) whichever is higher for performing the duties.

## ARTICLE 9. EVALUATION PROCEDURE

- 9.1 Ratings for all classified employees shall be obtained at specified intervals during the work year as specified in Sections 9.2 and 9.4. The rating shall be reported on an appropriate form as developed by the District.
- 9.2 Performance ratings shall be made for: (a) probationary employees during the second and fifth months of their probationary period, (b) when, at any time in the judgment of the supervisor, additional performance ratings may be made for probationary or permanent employees.
- 9.3 Supervisors shall explain the purpose of the performance evaluation and provide a copy of the form to each probationary employee under their immediate supervision upon initial entry into the classified service.
- 9.4 The complete performance rating form shall be submitted to the Assistant Superintendent-Personnel, by the end of the second and fifth months for probationary employees and by May 1, for permanent employees. The form shall be signed by the supervisor and the employee. Signature by the employee does not indicate agreement with the contents. The employee shall have the right to a response attached to the evaluation.
- 9.5 Any employee who has not received a written evaluation by June 30, either personally, or postmarked on or before if by mail, shall be deemed to have met District expectations for performance during that school year.
- 9.6 Evaluation Conference
- The supervisor shall:
- 9.6.1 Conduct a conference with the employees.
- 9.6.2 Provide for review by appropriate department head.
- 9.6.3 Explain the basis of the rating.
- 9.6.4 Complete the performance report in triplicate.
- 9.6.5 Give the employee a duplicate copy of the rating.
- 9.6.6 Retain a copy of the rating.
- 9.6.7 Transmit the original to the Assistant Superintendent - Personnel.



9.7 Evaluation Review

9.7.1 Any employee who has reason to question any aspect of his/her performance rating or who is concerned about the conditions of his/her employment or any matter affecting his/her employment may request, in writing, a review of his/her case by the District Superintendent, providing that the employee has attempted to resolve the question proceeding through each of the following steps:

9.7.1.1 Review by the immediate supervisor.

9.7.1.2 Review by appropriate department head.

9.7.1.3 Review by the Assistant Superintendent - Personnel.

9.7.2 The District Superintendent shall, upon receipt of the written request, schedule a conference with the employee within ten (10) working days. All information and records pertinent to the case shall be made available to the District Superintendent for review prior to the conference. The employee shall have the right to have a representative present during any level of the evaluation review as outlined in this Section 9.7.

9.8 Procedure to Improve the Performance of an Employee

Any permanent employee whose work performance has apparently begun to deteriorate will be so notified in person by his/her supervising administrator. The supervising administrator will advise the employee of the deficiency review procedure to follow.

9.8.1 The deficiency review procedure shall consist of observations followed by a formal evaluation, utilizing the District's evaluation report form, of the employee's work performance over a period of one (1) month. Particular attention will be paid to review of deficiencies and subsequent progress or lack of progress in correcting these deficiencies periodically during the month.

9.8.2 The employee shall be presented with the evaluation report in an employee-administrator conference, and the conference shall be documented.

- 9.8.3 The employee and the supervisor shall have the right to have a representative present at any, or all, of the employee-administrator review or evaluation conferences.
- 9.8.4 A copy of each evaluation shall be forwarded to the Assistant Superintendent/Personnel Service.

**ARTICLE 10. GRIEVANCE PROCEDURE**

A grievance is an alleged violation, or misinterpretation, of the expressed written terms and conditions of this Agreement. A grievant is an employee in a bargaining unit who files a grievance. Grievances shall be processed in accordance with the procedures set forth in this Article.

10.1 Informal Level - Step One

- 10.1.1 The alleged violation must have occurred within the previous ten (10) working days.
- 10.1.2 If an employee feels that he/she has a grievance, he/she should discuss the problem with his/her immediate supervisor.
- 10.1.3 If the problem is resolved, or if the grievant does not wish to take further steps, the case is closed.

10.2 Formal Level - Step Two

- 10.2.1 If the problem is still unresolved after Step One, the grievant may, within five (5) working days after the first, request, in writing, a meeting with the immediate supervisor's next level supervisor; e.g., Director of Maintenance, Food Service or Transportation. Accompanying the request for a meeting, there must be a written statement of the grievance, citing the alleged contract violation, and the reason for the appeal. The meeting shall be conducted within five (5) working days of the receipt of the request. At the employee's request, a representative of the employee organization may also be present at this meeting and all subsequent meetings. A decision shall be provided to the grievant, in writing, within five (5) days of the meeting.
- 10.2.2 If the problem is resolved, or if the grievant does not wish to take further steps, the case is closed.

10.3 Formal Level - Step Three

10.3.1 If the problem is still unresolved after Step Two, the grievant may, within five (5) working days after the first meeting, request, in writing, a meeting with the Director of Personnel and whatever supervisors he/she believes necessary to gain a proper understanding of the grievance. Accompanying the request for a meeting, there must be a copy of the original written statement of the grievance, a copy of the Formal Level Step Two Supervisor's response, and the reason for the appeal to Step Three.

The meeting shall be conducted within five (5) working days of the receipt of the request. At the employee's request, a representative of the employee organization may also be present at this meeting and any subsequent meeting. A decision shall be provided to the grievant, in writing, within five (5) days of the meeting.

10.3.2 If the problem is resolved, or if the grievant does not wish to take further steps, the case is closed.

10.4 Formal Level - Step Four

10.4.1 If the problem is still unresolved after Step Three, the grievant may, within ten (10) working days after the third meeting, request, in writing, that the District Superintendent arrange for a hearing before the Board of Trustees. This meeting shall be held within thirty (30) days from the date of the request, either in an open or a closed session, in accordance with the desires of the employee.

10.4.2 At the hearing, the employee directly affected by the dispute or grievance shall be allowed time to present the grievance, and his/her position with regard thereto, to the Board. Such presentations are to be pertinent and concise. If requested by the employee, such presentation may be made on his/her behalf by a duly authorized representative; however, the grievant must be present. The grievance presented in writing shall cite the alleged contract Article violation and the reasons for the appeal.

- 10.4.3 Prior to the meeting with the Board, the Board shall have access to the original grievance, appeals and administrative responses at each level. The employee originating the grievance shall be present at all the level meetings. The decision of the Board shall be communicated, in writing, to the individual involved. The decision of the Board of Trustees will be final and conclusive.
- 10.4.4 Any expenses involved in the processing of a grievance shall be borne by the party incurring them.

**ARTICLE 11. HEALTH AND WELFARE BENEFITS**

11.1 Composite Health and Welfare Insurance

- 11.1.1 Composite Health and Welfare Insurance shall be provided for each employee (4 hours or more per day). Commencing the month of April, 2006, and for each month thereafter during the term of this Agreement, the District shall pay for the employee health benefits an amount of one thousand twenty nine dollars (\$1,029.00) per month per four (4) hour per day employee ("pooled amount"). This pooled amount shall establish the District's maximum monthly financial obligation with respect to providing health benefits for bargaining unit members ("District pooled-capped amount").
- 11.1.2 As decided by majority vote of Operating Engineers-represented employees in February 2006, a three-tiered health, dental and vision insurance plan will go into implementation.
- 11.1.3 This agreement and its terms shall sunset on June 30, 2020, unless extended by the parties, superseded by a new agreement or incorporated into the Collective Bargaining Agreement, as part of the negotiations process.

On this date, health and welfare plans for OE3-represented employees are structured on a three (3) tier basis.

The rates for opting out are determined by CVT and are not the District. Rates may be subject to change prior to sunset date, which may result in an out of pocket cost to employees, should they continue to opt out.

Eligible OE3-represented employees who elect to opt out, shall receive the difference between the opt out monthly premium set by CVT and the District's monthly contribution towards a health and welfare benefit plan. Employees must still participate in dental, vision and group term life plans (if offered), which may change the cash in lieu amount. This amount shall be taxed in accordance to normal Internal Revenue Service laws.

Not all employees may qualify for the opt out provision, as CVT set its own rules. A maximum of twenty percent (20%) of eligible employees may qualify for the opt out provision. If employees attempt to opt out and CVT has already determined that the District has reached its maximum, those employees may be required to continue to take a plan under normal CVT rules. This Agreement is not subject to the grievance process, as CVT determine its own opt out rules.

11.2 Life Insurance

Effective March 1, 1999, or as soon thereafter as possible, a \$20,000 term life insurance program shall be provided for each employee working four (4) hours or more per day.

11.3 State Disability Insurance

- 11.3.1 The District shall deduct from the wages of each employee the appropriately designated amount for enrollment in the California State Disability Insurance Fund.
- 11.3.2 Sick leave payments added to disability insurance benefits shall not exceed the employee's weekly wage, less overtime, immediately prior to disability. The weekly wage shall be calculated by using the employee's base hourly rate times the employee's regularly scheduled hours per week.
- 11.3.3 The District is not responsible to see that the employee's wage is not exceeded.

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- 11.3.3.1 The employee shall retain the SDI warrant, but shall be responsible for filing a copy of the SDI benefit calculation form with the Personnel Office, Attention: Classified. Any overpayment made to the employee due to delays in filing the SDI calculation form shall be deducted from the following month's warrant.
  - 11.3.3.2 The District will pay to the employee his/her regular salary until sick leave is exhausted.
  - 11.3.3.3 The employee will be charged sick leave by subtracting from regular daily salary the amount of one-fifth of the SDI weekly benefit payment and dividing the remainder by the employee's hourly rate of pay. The quotient thus derived shall be the number of hours of sick leave use charged against the employee's account for one day, until all earned sick leave is exhausted.
  - 11.3.3.4 An employee who is on "extended sick leave" will retain the SDI benefit warrant, and the District will pay the difference, if any, between the employee's regular salary and the salary of a substitute. One (1) full day of "extended sick leave" will be charged the employee for each day of absence.
  - 11.3.3.5 An employee who has exhausted all regular and "extended sick leave" shall retain his/her SDI benefit warrant and shall receive no salary from the District.
  - 11.3.3.6 The use of vacation pay while on disability leave shall be at the option of the employee. If vacation leave is used, the charge to the employee's vacation account shall be computed according to Section 11.3.3.3.
- 11.3.4 Any employee who drew SDI benefits since July 1, 1987, and who would have otherwise been eligible to receive integrated sick leave benefits provided by this Section, may request integrated sick

leave benefits retroactive to July 1, 1987. Such employee must communicate his/her request for sick leave integrated benefits in writing to the District's Personnel Office within thirty (30) days from the date the District's Governing Board ratified this provision. This provision (11.3.4) is contingent upon approval by the California State Employment Development Department.

11.4 Early Retirement Health Benefits Incentive

The District shall provide for an early retirement health benefits incentive program for those employees who qualify and are interested in participating.

11.4.1 Eligibility

11.4.1.1 Any employee who will be sixty (60) years of age before the start of the next school year but has not attained the age of sixty-five (65) years;

11.4.1.2 The employee must have been employed in the Marysville Joint Unified School District for at least twenty-five (25) years of unbroken service.

11.4.1.3 The employee must submit a letter of retirement to the Assistant Superintendent of Personnel thirty (30) days prior to the date he/she wishes to participate in the retirement incentive program.

11.4.2 Benefit Coverage and Work Requirements

11.4.2.1 After the retirement letter has been accepted by the district, the employee will continue to receive fully paid major medical insurance coverage for the employee and any dependents included in the employee's medical coverage during the last year of before retirement.

This medical insurance coverage will be continued until the employee is sixty-five (65) years of age, which is the eligible age for Medicare. If his/her health allows, the retired employee shall be available upon thirty (30) days' notice for fifteen (15) days service each school year for duty as determined by the District, until he/she reaches the age of sixty-five (65).

11.4.2.2 In the event the employee resides more than 150 miles from the District after retirement, the employee shall be excused from the work requirement set forth above.

11.4.2.3 Each retired employee participating in this program shall keep the Assistant Superintendent of Personnel informed of his/her current permanent home address.

11.4.2.4 Should the retiree be employed by any other public agency after retirement, he/she shall no longer be eligible to participate in this early retirement health benefits program.

## **ARTICLE 12. SALARY**

### **12.1 Salary Schedule**

#### Total Compensation for the 2020/21 School Year

On July 26, 2021, the parties agreed to a total package that reflects a total compensation package that reflects a three point five percent (3.5%) off-schedule payment retroactive to July 1, 2020. The TA includes a "Me too" clause. As a result of this clause, the addendum includes an additional zero point five (0.5%) off schedule payment retroactive to July 1, 2022. The following still applies to the additional 0.5% payment.

#### Retro Payment

All OE3-represented employees employed by the District on July 1, 2020, and remaining in good standing, shall receive the retroactive payment. Employees not in good standing, and/or have left the District before



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January 1, 2021, shall not receive the retro payment. Retirees who left the District, in good standing, after July 1, 2020, shall receive the retroactive payment.

Total Compensation for the 2021/2022 School Year

The parties agreed to a total compensation package that reflects a two zero percent (2%) increase to all wage ranges beginning July 1, 2021.

On July 26 2021, the Parties agreed to a total compensation package to reflect a two point zero (2%) increase in all wage range beginning July 1, 2021. The TA includes a “Me too” clause. As a result of this clause, the addendum includes an additional three point zero (3%) increase to all wage ranges beginning July 1, 2021.

All OE3-represented employees employed by the District on July 1, 2021, and remaining in good standing, shall receive the retroactive payment. Employees not in good standing, and/or have left the District before January 1, 2022, shall not receive the retro payment. Retirees who left the District, in good standing, after July 1, 2021, shall receive the retroactive payment.

12.2 Longevity

12.2.1 Anniversary Date

July 1 of the first school year of employment shall be the employee's anniversary date for purposes of determining future eligibility for longevity salary increases for any employee who:

12.2.1.1 First rendered probationary services to the district on or after July 1, 1987 and before July 1, 1999; or

12.2.1.2 was hired on or after July 1, 1999 and worked seventy-five percent (75%) of the days required in his/her classification; i.e., seven and one-half (7-1/2) months for a ten (10) month employee and nine (9) months for a twelve (12) month employee.

12.2.2 Accrual Rate

An employee shall receive his/her longevity salary increase commencing the qualifying anniversary date in accordance with the following:

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- 12.2.2.1 After six (6) years continuous service, an additional two and one-half percent (2½%) of base salary.
- 12.2.2.2 After ten (10) years of continuous service, an additional two and one-half percent (2½%) of base salary.
- 12.2.2.3 After fifteen (15) years of continuous service, an additional five percent (5%) of base salary.
- 12.2.2.4 After twenty (20) years of continuous service, an additional five percent (5%) of base salary.
- 12.2.2.5 After twenty-five (25) years of continuous service, an additional five percent (5%) of base salary, for a total of twenty percent (20%). This went into effect on July 1, 2007.
- 12.2.2.6 Service for longevity shall consist of unbroken years of service to the District. Leave for illness or injury while in the employment of the District shall not be considered a break in years of service. In the first year of employment, the employee must have worked seventy-five percent (75%) of days required in his/her classification such as seven and one-half (7½) months for a ten (10) month employee and nine (9) months for a twelve (12) month employee.

12.3 Position Reclassification

- 12.3.1 The Union shall establish a Reclassification Request Committee of its own. This Committee shall be responsible for screening all reclassification requests coming from its membership. This Committee shall conduct its activities during non-work time.
- 12.3.2 The Reclassification Request Committee shall forward all member reclassification requests which the committee believes are justified to the District's Assistant Superintendent in Charge of Personnel. The Committee shall rank all such reclassification requests involving salary upgrades in order of priority which the committee believes justified based upon its review of all such competing requests.

The District's Assistant Superintendent shall then, after consultation with the District's cabinet, determine what reclassification requests together with any related salary upgrades

shall be implemented. He/she shall give notice to the Union of any such reclassification. If approved by the Union, such reclassification shall be implemented commencing the pay period following written notice from the Union of its approval.

12.4 Professional Growth

12.4.1 The District agrees to commence funding a professional growth program as set forth below on the date the District's Governing Board ratifies the 1991/92 Tentative Agreement between the parties.

12.4.2 Types of Activities Suitable for Professional Growth Awards:

12.4.2.1 Communication skills: Speech, English, writing, bilingual ability, etc.

12.4.2.2 Interpersonal relations skills: management, Supervision, sociology, psychology, multicultural, etc.

12.4.2.3 Technical skills: Any skill that directly relates to the employee's job and personal plan for career advancement.

12.4.3 Qualifications for Compensation Award:

12.4.3.1 Commencing with the 1995/96 school year, a yearly stipend of three hundred dollars (\$300.00) to be awarded after completion of nine (9) semester units or the equivalent in academic courses taken in college, junior college, adult education, or other education experiences, such as attendance at institutes, lectures, workshops, seminars, or conferences sponsored by educational or professional associations, with prior approval of the Director of Personnel.

This yearly stipend shall be adjusted by the average percent amount of general yearly adjustments made to the salary schedules of the four (4) units represented by the Union. In the event all units do not receive an increase, the unit(s) not receiving an

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increase shall be considered as receiving a "zero" percent (.0%) increase for purposes of this computation.

- 12.4.3.2 Of the nine (9) units required for the first compensation award, not less than six (6) must relate to the member's specific classification of area of employment in the District. (All nine (9) units may be job related.) The remaining three (3) units may be general education credits, subject to the approval of the Director of Personnel.
- 12.4.3.3 Each permanent employee may earn a maximum of two (2) awards, with no more than one (1) award being granted in any two (2) year period.
- 12.4.3.4 Participation in educational conventions, institutes and conferences may be considered a part of this project. Credit will be allowed for participation if the District does not reimburse the participant for fifty-one percent (51%) or more actual and necessary expenses, including mileage. A total contribution of eighteen (18) hours actual participation is required for one (1) growth unit.
- 12.4.3.5 No one shall receive credit for institutes, lectures or conventions if these are attended during the working day and/or if the member is being paid for other services at the same time, provided that no member shall be excluded from earning credit for this program if he/she was on paid vacation leave or compensating time off.
- 12.4.3.6 One (1) unit normally represents one (1) hour per week during one (1) semester (18 weeks) in lecture or recitation work with necessary preparation time, three (3) hours per week in laboratory or other work not requiring homework or other preparation.

12.4.3.7 Credit for hours in approved educational activities will be equated as follows:

<b>Total Hours</b>	<b>Units Granted</b>
7.5	.5
15	1.0
30	2.0
37.5	2.5
45	3.0
60	4.0

12.4.3.8 The unit member shall notify the District administration by July 1 that he/she will qualify for an award of additional compensation.

12.4.3.9 It is the responsibility of the member to apply to the Director of Personnel for credit for courses taken, and to present evidence of successful completion of courses with documentation of prior approval of the Director of Personnel. If enrollment in the course is disapproved by the Director of Personnel, the employee will be notified, in writing, within seven (7) days after receipt and the reasons will be stated for the rejection.

12.4.3.10 All permanent unit members are eligible to participate in this program.

12.4.3.11 Unit members who have completed courses in fields related to positions within the District may request that records of such courses be placed in their personnel files.

12.5 Mileage Reimbursement

12.5.1 Bargaining unit members who are required to drive their private vehicles in connection with the discharge of their regular duties, shall be reimbursed for such mileage at the current IRS maximum allowable rate.

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- 12.5.2 The "current IRS maximum allowable rate" shall be the IRS maximum allowable rate.
- 12.5.3 This provision shall not alter the District's past practice with respect to computation of actual mileage eligible for reimbursement.

12.6 Tool and Safety Footwear Allowances

- 12.6.1 Mechanics and all bargaining unit members required to have tools shall receive a monthly sixty dollar (\$60.00) tool allowance payable once each year during the month of October.
- 12.6.2 District shall pay a one-hundred-eighty dollars (\$180.00) per year footwear allowance to employees in the following categories: Grounds/Maintenance, Maintenance III, Maintenance IV and Mechanics. This allowance shall be paid consistent with the normal payroll period in July.

Beginning July 1, 2017, Nutrition Assistants shall receive a one-hundred-dollar safety shoe allowance. The allowance shall be included with the first pay warrant. This amount may be reduced by half, if the employee begins his/her employment (hire date) after December 30 of each year. Nutrition Assistants will be required to comply with this safety requirement, as specified in policy.

**ARTICLE 13. PERSONNEL FILES**

- 13.1 The official personnel file of each classified employee shall be maintained at the District Administrative Office.
- 13.2 Every classified employee shall have the right to inspect and obtain copies of materials in the personnel file upon request, except those excluded from inspection by the Education Code or State Law, provided that the inspection is made at a time when such person is not actually required to render service to the District. Exceptions to this procedure may be made in unusual circumstances.

- 13.3 A classified employee may also authorize in writing that the Union representative may also inspect his/her personnel file. Such reviews shall be reasonable in number, at reasonable intervals, at a reasonable time and in the presence of a member of the administrative staff or his/her designee.
- 13.4 All personnel files shall be kept in confidence and available for inspection only to other employees, members of the Governing Board or agents of the Governing Board when necessary in the proper administration of the District or the supervision of the employee.
- 13.5 Information of a derogatory nature, except material excluded from inspection by the Education Code or State Law, shall not be entered or filed unless and until the employee is given notice ten (10) days if personally received by the employee or fifteen (15) days if mailed to the employee, and an opportunity to review and comment thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary deduction. An affected employee shall be provided a copy of derogatory materials placed in his/her official personnel file. An employee shall have the right to enter and have attached to any derogatory statement, his/her own comments thereon.

**ARTICLE 14. PROHIBITIONS ON DRUGS & ALCOHOL**

- 14.1 The District has an important interest in providing a safe working environment for employees and a safe learning environment for pupils. The District may take reasonable steps to protect the health and safety of employees or to protect the health and safety of pupils.
- 14.2 Except as provided by Business and Professions Code section 25608, no employee shall possess, consume or be under the influence of alcohol at or in any workplace. The term "workplace" means all District property including District vehicles and parking areas.
- 14.2.1 No employee shall possess, consume, or be under the influence of alcohol at any place while the employee is acting within the scope of employment. "Scope of employment" for the purpose of this Article does not include any period of time after normal work hours when an employee is not performing required or voluntary services at the request of or for the benefit of the District or driving a District vehicle. Any employee, who possesses, uses or is under the influence of alcohol at any workplace or at any place while the

employee is acting within the scope of employment is subject to discipline, up to and including dismissal, even for a first violation. Any employee who is convicted of driving under the influence of alcohol with a pupil or another employee while acting within the scope of employment and/or driving a District vehicle may be dismissed, even for a first violation.

14.2.2 It is the District's intent to prevent and rehabilitate rather than terminate the employment of workers, who are drug or alcohol abusers.

14.3 No employee shall manufacture, distribute, dispense, possess, consume or be under the influence of illegal drugs or controlled substances at any workplace. The term "workplace" includes all District property including District vehicles and parking areas. No employee shall manufacture, distribute, dispense, possess, consume or be under the influence of illegal drugs or controlled substances at any place while the employee is acting within the scope of employment or driving a District vehicle. Any employee who manufactures, distributes, dispenses, possesses, uses or is under the influence of illegal drugs or controlled substances at any workplace or any place while the employee is acting within the scope of employment is subject to discipline, up to and including dismissal, even for a first violation.

Any employee who is convicted of driving under the influence of illegal drugs or controlled substances with a pupil or another employee while acting within the scope of employment and/or driving a District vehicle may be dismissed, even for a first violation.

14.3.1 The terms "illegal drugs" and "controlled substances" include all chemical substances or drugs listed in any controlled substances laws or regulations. They include, but are not limited to:

14.3.1.1 Stimulants, which speed up central nervous system activity (e.g. amphetamines, cocaine and similar drugs); hallucinogens, which change perception and consciousness (e.g., marijuana, hashish, LSD and similar drugs); depressants, which relax central nervous system activity (e.g., narcotics, barbiturates or similar drugs); deliriant, which cause mental confusion and disorientation (e.g. glue solvents, aerosol sprays and similar drugs and substances).



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- 14.3.2 The possession or use of drugs under and consistent with the specific directions of a physician which does not impair the performance of an employee is not prohibited.
- 14.4 All employees must notify the Superintendent in writing within five (5) working days of any drug statute conviction for a violation occurring in any workplace or while the employee is acting within the scope of employment. All employees must also notify the Superintendent in writing within five (5) working days of any conviction of driving while being under the influence of drugs or alcohol while the employee is acting within the scope of employment. A conviction includes any finding of guilt, including a no contest plea, or imposition of a sentence.
- 14.5 The District encourages and will reasonably assist any employee with an alcohol or drug dependency to seek treatment or rehabilitation. The District will reasonably accommodate any employee with an alcohol or drug dependency. Sick leave may be used by an employee for treatment or rehabilitation of an alcohol or drug dependency by a physician or other professional specializing in such treatment or rehabilitation. An employee will be permitted to participate in outpatient treatment and inpatient treatment.
- The District does not allow or tolerate unsatisfactory job performance because of alcohol or drug dependency or use. District employees who initially seek voluntary assistance for alcohol and substance abuse may not be disciplined for seeking such assistance.
- 14.6 The District acknowledges that employees have right of privacy in their personal property, but the District, through its authorized supervisors, has the right to inspect in whole or in part any District property, such as any desks, lockers, cabinets, or other property at any time for any reason and without any prior notice.
- 14.7 The District (Superintendent's designee[s], which may include Department Directors) also may search an employee or an employee's personal property when there is reasonable suspicion to believe that the employee is in violation of the prohibitions in this provision and the employee is advised as to the reason for the search. An employee or an employee's personal property will not be searched without the employee's consent, but the District may discipline any employee up to and including dismissal if the employee refuses to consent to a search after also being advised that a refusal to consent subjects the employee to discipline. Any such discipline shall not be based solely on the refusal, but shall be based on the reason(s) for the requested search.

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- 14.8 Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.
- 14.8.1 Reasonable suspicion includes but is not limited to the employee appearing to be under the influence of alcohol or drugs and/or the employee is found in possession of alcohol or suspected controlled substances, the employee is involved in an accident, the nature of which indicates possible impairment of ability or judgment, or the employee is involved in an accident in which a safety precaution was violated or a careless act was performed.
- 14.8.2 Any such observations above shall be documented by the observer and any report of drug use or aberrant behavior should be confirmed by supervisory observations. The District also may request that an employee submit to drug or alcohol testing when the employee seeks to return to work after being absent for treatment or rehabilitation for alcohol or drug dependency.
- 14.8.3 An employee is not required to submit to drug or alcohol testing without the employee's consent, but the District may discipline any employee up to and including dismissal if the employee refuses to consent to such testing. Any such discipline shall not be based solely on the refusal, but shall be based on the reason(s) for the requested search. No discipline shall be imposed, however, unless the employee is advised as to the reason for the testing, and the employee refuses to consent to the testing after being advised that a refusal to consent subjects the employee to discipline.
- 14.8.4 Any consent or refusal to submit to the testing shall be in writing. If the employee consents to the testing, the employee also shall authorize in writing the release of the medical information. The District representative requesting the test should normally escort the employee to the independent laboratory and/or clinic. Also, at the employee's request, and if reasonably available, a Union representative or his/her designee shall be allowed to accompany the employee to the test and observe the collection, bottling and sealing of the specimen.
- 14.8.5 The testing shall be done by a laboratory certified by the State of California as a medical and forensic laboratory which complies with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standards for Certification of

laboratories engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Dept. of Health & Human Services.

- 14.8.6 The independent laboratory and/or clinic requested to conduct any testing shall be instructed to:
- 14.8.6.1 Test the specimen for the presence of any prohibited substances.
  - 14.8.6.2 Preserve and mark all specimens yielding positive results.
  - 14.8.6.3 Return the lab report and any other information showing results to the District with written consent of employee as specified in this Article.
- 14.8.7 If the first laboratory tests show positive results, the specimen will be tested again using a different confirmatory test methodology. The employee may be asked to provide an additional specimen under the procedures described above.
- 14.8.8 District representatives will attempt to interview any employee where a test shows positive results. The employee will be given an opportunity at such interview to explain the positive test result. The employee shall be allowed Union representation at this interview.
- 14.8.9 Testing reports will be treated similarly to other confidential personnel documents which have restricted access.

**ARTICLE 15 PERMANENT CLASSIFIED EMPLOYEE DISCIPLINE**

- 15.1 Discipline, as used herein, includes, but is not limited to dismissal, demotion, suspension, or reduction in class or assignment time without the permanent employee's voluntary consent.

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- 15.2 The District may discipline permanent employees based on the following causes:
- 15.2.1 Falsifying any information supplied to the District. This includes, but is not limited to, information supplied on application forms, employment records, loyalty oath, time sheets or cards, absence forms or any other District records.
  - 15.2.2 Incompetency or inefficiency in performance of the duties of the position.
  - 15.2.3 Inexcusable neglect of duty.
  - 15.2.4 Abandonment of position. Three (3) days of continued absence without leave shall be deemed abandonment and shall result in termination as a voluntary resignation.
  - 15.2.5 Repeated and/or unauthorized absenteeism and/or tardiness, including abuse of illness or other leave provisions.
  - 15.2.6 Any act involving moral turpitude.
  - 15.2.7 Conviction of a felony, conviction of any sex or substance abuse offense made relevant by provisions of the Education Code, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this Section.
  - 15.2.8 An act of insubordination. This shall include, but is not limited to, refusal or failure to comply with a direct order and/or to perform regular or other assigned work and/or refusal to cooperate fully.
  - 15.2.9 Unlawfully possessing, being under the influence of, using, selling or furnishing any controlled substance while on duty.
  - 15.2.10 Consumption of an alcoholic beverage or an intoxicant of any kind, while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her. Specifically included is carrying an alcoholic beverage or intoxicant into a District facility or onto a District property.

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- 15.2.11 Knowingly providing, in a verbal or written manner, confidential employee and/or student records to an unauthorized person or persons.
- 15.2.12 Dishonesty or theft, including deliberate destruction, damage or removal of District or another person's property.
- 15.2.13 Unauthorized use, or misuse, of District supplies, materials, facilities or other property.
- 15.2.14 Willful/knowing violation of District rules, policies or procedures. This shall also include refusal to obey safety rules or regulations made applicable to public schools by the State Board of Education or by any other appropriate state or governmental agency.
- 15.2.15 Failure to possess or keep in effect any license, certificate, or other similar requirement required by the State of California for service in the employee's classification shall result in termination as a ministerial act.
- 15.2.16 Inexcusable, discourteous, offensive, or abusive conduct or language toward the public, a pupil, or another officer or employee of the District.
- 15.2.17 Conduct, either during or outside of duty hours, which negatively impacts the employee's ability to render service to the District.
- 15.2.18 Physical or mental disability as determined by competent medical authority, which precludes the employee from the proper performance of his/her duties and responsibilities, except as otherwise provided by contract or by law regulating retirement of employees.
- 15.2.19 It shall be a violation of District policy for any transportation employee, or any other employee required to operate a motor vehicle or other dangerous equipment, to use prescription or nonprescription drugs during the time period beginning before the onset of the work shift and continuing uninterrupted through the completion of the work shift, if each drug might impair the safe and efficient operation of equipment and/or a vehicle (i.e., the prescription or nonprescription drug contains a warning label on the bottle or package that use of the drug may induce dizziness, sleepiness, drowsiness or might impair the user's ability to operate a motor vehicle or dangerous machinery).

15.3 No disciplinary action shall be taken for any cause which arose prior to the employee becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing District.

15.4 The District's right to evaluate or to reprimand orally or in writing or to counsel employees shall not be limited by numbers 1 and 2 above. A layoff or reduction of hours, based on lack of work or lack of funds, shall not be considered discipline.

15.5 Procedure for Imposing Disciplinary Action on An Employee

15.5.1 Informal Conference

Except in cases where the employee is placed on administrative leave with pay, an employee against whom disciplinary action is being considered shall be scheduled to attend a conference with the Assistant Superintendent of Personnel or his/her designee. At such conference, the employee shall be informed orally of the specific disciplinary action being considered, as well as the reasons, and be given an opportunity to respond.

15.5.1.1 The employee may be represented at such conference by a representative of his/her choice. Failure of the employee to attend the meeting shall not invalidate any disciplinary action imposed pursuant to this Article.

15.5.2 Pre-Disciplinary Safeguards

Prior to imposition of disciplinary action, the District shall give written notice to the employee. This written notice of disciplinary action shall be deemed sufficient if personally delivered or sent to the employee by certified mail, return receipt requested, at least five (5) calendar days prior to the date when the disciplinary action is proposed to be effected.

15.5.3 Contents of Written Notice

The contents of the written notice shall include, but need not be limited to, the following:

- 15.5.3.1 A statement, in ordinary and concise language, of the specific acts and omissions upon which the disciplinary action is based;
- 15.5.3.2 A Statement of the cause, or causes, for the action taken;
- 15.5.3.3 If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation;
- 15.5.3.4 A statement of the discipline proposed, including beginning and ending date(s) if appropriate;
- 15.5.3.5 A statement that the employee may file a request for hearing before the Board of Trustees directly with the Superintendent or his/her designee within ten (10) work days after service of the written notice;
- 15.5.3.6 A statement that if the employee does not respond pursuant to 15.5.3.5 above, the District will impose the discipline as noticed; and
- 15.5.3.7 Notification that the employee may have access to and upon request be provided with copies of the material upon which the charges are based.

15.6 Immediate Effect

- 15.6.1 Notwithstanding other provisions of this Article, an employee against whom disciplinary action is to be taken may be immediately placed on administrative leave with pay upon verbal notification pending a hearing when the District determines that his/her presence would be detrimental to the welfare of the District, the pupils, the public, or other employees of the District.

15.6.2 This verbal notification shall be followed by service upon the employee of written notice as set forth above.

15.7 Union Representation

The employee may request the presence of a Union representative at any meeting scheduled by an administrator where disciplinary action is the subject of investigative questioning.

15.8 Hearing Before the Board of Trustees

15.8.1 If the employee served with a recommendation for disciplinary action files a timely request for a hearing, the Board of Trustees may conduct such a hearing itself or may appoint a designee to conduct such a hearing.

15.8.1.1 Such designee may include, but is not limited to, a hearing officer (e.g., an Administrative Law Judge obtained through the Office of Administrative Hearings).

15.8.1.2 Any decisions rendered by such a designee shall be advisory to the Board.

15.8.2 If an employee requests a hearing and subsequently fails to appear at such hearing, the employee shall be deemed to have waived any right to participate or be represented at the hearing and action may be taken without further notice to the employee, based upon the recommendation for disciplinary action prepared by the Superintendent or his/her designee, and previously served upon the employee.

15.8.3 The hearing shall be conducted in closed session unless the employee requests a public hearing.

The Board or its designee may deliberate in the absence of the employee and the District administration. In any disciplinary proceeding, the burden of proof shall lie with the District.

15.8.4 At such hearing, the employee shall be entitled to appear personally, or be represented by a person of his/her choice, to introduce relevant evidence on his/her behalf, to cross-examine



witnesses and to challenge evidence presented by the District.

15.8.5 The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

15.9 General Provisions

15.9.1 Suspensions pursuant to this Article shall not reduce or deprive the employee of seniority or health benefits.

15.9.2 Nothing in this Article shall limit the District's right to institute dismissal and/or immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code §44932, nor shall discipline under this policy be regarded as a precondition to any proceedings under the California Education Code.

15.9.3 A proposed disciplinary action may be settled at any time. The terms of such settlement shall be reduced to writing. An employee offered a disciplinary settlement by the District shall, if requested by the employee, be granted a reasonable amount of time to have the proposed settlement reviewed by his chosen representative prior to signing it.

**ARTICLE 16. NO CONCERTED ACTIVITIES**

It is agreed and understood that the Union will not call or participate in any concerted activity including but not limited to strike, work stoppage or work slowdown during the term of this Agreement. The Union recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement and make every reasonable effort toward inducing all unit members to do so. In the event unit members represented by the Union participate in a strike or work stoppage during the term of this Agreement, the Union will, in good faith, take appropriate steps to encourage a cessation of such action.

**ARTICLE 17. UNITED STATES INTERNAL REVENUE SERVICE CODE**

Section 414(h)(2) Ruling

Upon ratification of this Master Agreement by Union, District shall take appropriate action to implement this United States Internal Revenue Service Ruling.

Section 414(h)(2) provides a special rule for qualified plans established by a State government or political subdivision thereof, or by any agency or instrumentality of the foregoing. Under this rule, contributions, although designated as employee contributions, are nevertheless treated as employer contributions if the contributions are picked up by the employing unit.

Section 401(k) provides the rules relating to cash or deferred elections. Section 1.401(k)-1(a)(1) of the Income Tax Regulations provides that a plan, other than a profit-sharing, stock bonus, pre-ERISA money purchase pension or rural cooperative plan, does not satisfy the requirements of §401(a) if the plan includes a cash or deferred arrangement. Thus, a qualified defined benefit plan is not permitted to include a cash or deferred arrangement.

Section 1.401(k)-1(a)(3) generally defines a cash or deferred election as any direct or indirect election (or modification of an earlier election) by an employee to have the employer (i) provide an amount that is not currently available to the employee in the form of cash or some other taxable benefit, or (ii) contribute an amount to a trust or provide an accrual for a plan deferring the receipt of compensation. Rev. Rul. 77-462, 1977-2 C.B. 358, addresses the income tax treatment of contributions picked up by the employer within the meaning of §414(h)(2). In Rev. Rul. 77-462, the employer school district agreed to "pick up" and pay the required contributions of the eligible employees under the plan. The revenue ruling holds that the contributions picked up by the school district are excluded from the gross income of employees until such time as they are distributed to the employees.

Rev. Rul. 81-35, 1981-1 C.B. 255, and Rev. Rul. 81-36, 1981-1 C.B. 255, address certain requirements for contributions to be picked up by an employer within the meaning of §414(h)(2). These revenue rulings establish that the following criteria must be satisfied: (i) the employer must specify that the contributions, although designated as employee contributions, are being paid by the employer in lieu of contributions by the employee; and (ii) the employee must not be given the option of choosing to receive the contributed amounts directly instead of having them paid by the employer to the plan.

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Rev. Rul. 81-35 and Rev. Rul. 81-36 apply even if the employer picks up the contributions through either a reduction in salary or an offset against future salary increases.

Rev. Rul. 87-10, 1987-1 C.B. 136, addresses when contributions designated as employee contributions (designated employee contributions) under §414(h)(1) to a qualified plan established by a State government (including a political subdivision thereof, or any agency or instrumentality of the foregoing) are excludable from the gross income of the employee. The ruling concludes that, to satisfy the criteria set forth in Rev. Rul. 81-35 and Rev. Rul. 81-36, the governmental action necessary to effectuate the "pick-up" must be completed before the period to which such contributions relate. Thus, designated employee contributions to a qualified plan established by a State government are excluded from gross income as "pick-up" contributions that are treated as employer contributions only to the extent the contributions relate to compensation for services rendered after the date of the last governmental action necessary to effectuate the "pick-up."

Based on the foregoing, a contribution to a qualified plan established by a State government will not be treated as picked up by the employing unit under §414(h)(2) unless the employing unit:

(1) Specifies that the contributions, although designated as employee contributions, are being paid by the employer. For this purpose, the employing unit must take formal action to provide that the contributions on behalf of a specific class of employees of the employing unit, although designated as employee contributions, will be paid by the employing unit in lieu of employee contributions. A person duly authorized to take such action with respect to the employing unit must take such action. The action must apply only prospectively and be evidenced by a contemporaneous written document (e.g., minutes of a meeting, a resolution, or an ordinance).

(2) Does not permit a participating employee from and after the date of the "pick-up" to have a cash or deferred election right (within the meaning of §1.401(k)-1(a)(3)) with respect to designated employee contributions. Thus, for example, participating employees must not be permitted to opt out of the "pick-up", or to receive the contributed amounts directly instead of having them paid by the employing unit to the plan.

Employer M has taken formal action which was memorialized in a contemporaneous writing that provides that it will "pick up" all prospective contributions for the Employer M employees who are required to contribute to Plan A. Further, employees are required to participate in Plan A, do not have the option of choosing to receive the contributed amounts directly, and may not make a cash or deferred election with respect to such amounts.

Employer M has met the requirements to have the designated employee contributions under Plan A picked up and treated as employer contributions pursuant to §414(h)(2). Thus, contributions made to Plan A are not includible in a participant's gross income until distributed under §402.

This revenue ruling applies only for federal income tax purposes. See §3121(a)(5)(A) and 3121(v)(1)(B) of the Federal Insurance Contributions Act (FICA) for the treatment of amounts treated as an employer's contributions under §414(h)(2).

## **ARTICLE 18. EFFECTS OF LAYOFF**

### 18.1 Layoff

A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent, or probationary classified bargaining unit member from active service due to a lack of funds and/or a lack of work and/or as a displacement (bumping). Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article.

### 18.2 Order of Layoff

Layoff shall be conducted on a District-wide basis, in reverse order of seniority, as defined in the job classification in which the layoff occurs.

### 18.3 Seniority Determination

18.3.1 Seniority determination for employees shall be determined by date of hire in that class plus higher classes.

18.3.2 Seniority includes all time in paid status as a probationary or permanent member of the classified service, whether during the school year, a holiday, recess or any period when school is in session or closed.

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18.3.3 If two (2) or more bargaining unit members subject to layoff have equal seniority, the determination as to who shall be retained shall be on the basis of job qualifications and skill level of the bargaining unit member, based on the last two (2) written evaluations on file and if that is equal, then the determination shall be based upon the original hire date within the District regardless of classification, as permitted by CA Education Code 45308. If after this determination two, or more employees, are equal, it shall then be determined by lot.

18.4 Notice of Layoff

18.4.1 A written notice of layoff shall be personally delivered to the unit member(s) or mailed by certified or registered mail to the last address given to the District by the affected employee(s).

18.4.2 The unit member(s) to be laid off at the end of such school year shall be given written notice not less than forty-five (45) calendar days (including weekends and holidays) prior to the effective layoff date.

18.4.3 If the termination date is other than the end of a school year, such notice shall be given not less than forty-five (45) calendar days prior to the effective layoff date, except as provided by law.

18.4.4 The written notice will contain:

18.4.4.1 the reason for the layoff;

18.4.4.2 the effective date of layoff;

18.4.4.3 a seniority list;

18.4.4.4 a statement of displacement (bumping) rights;

18.4.4.5 the voluntary demotion alternative;

18.4.4.6 the retirement alternative;

18.4.4.7 a statement of re-employment rights;

18.4.4.8 the name and phone number of a District representative who may be contacted if the employee has a question(s).

18.5 Displacement (Bumping) Rights

18.5.1 An employee who is laid off from the classification, and who has previous service in an equal or lower classification, shall have the right to bump the least senior employee in that classification with less seniority than the employee being laid off. Where the employee is eligible to bump into more than one (1) classification, the employee shall bump into the equal classification. If there are two (2) classifications which the employee is eligible to bump into, he/she shall within three (3) days of notice, make a choice of the eligible classifications to bump into.

18.5.2 Seniority, for the purpose of determining bumping rights, shall be the hire date as referred to in Section 18.3.3: Seniority Determination

18.5.3 A permanent or probationary employee who has been removed from his/her classification for lack of work or lack of funds, and after exercising his/her bumping rights may accept a voluntary demotion to a position in a lower classification or placement in an equal classification, provided that the employee is qualified to perform the duties thereof and provided further that the District approves such reassignment. Such employee shall maintain his/her reemployment rights as defined in this Article.

18.5.4 Voluntary demotion or voluntary reduction in hours:

18.5.4.1 Affected employees who take voluntary demotions in assigned time in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of twenty-four (24) months.

18.5.4.2 Affected employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall, at the option of the employee, be returned to a position in their former classification or to positions with increased time as vacancies become available.

18.6 Re-Employment Rights

- 18.6.1 The name of employees laid off shall be placed on re-employment lists in the reverse order of layoff. Involuntary layoff shall continue for thirty-nine (39) months from the date of layoff. Voluntary reassignments or demotion in lieu of layoff employees shall be placed on re-employment lists for an additional twenty-four (24) months.
- 18.6.2 Re-employment shall be in the reverse order of layoff and shall be to vacant positions after District and current employee transfer and reassignment rights have been exercised.
- 18.6.3 Offers of re-employment shall be made on the basis of re-employment lists based on the highest seniority.
- 18.6.4 Such employees shall be notified by certified or registered mail at the last known address of record, and/or, shall be notified by telephone. The employee shall, if notified by mail, have three (3) work days from proof of service but in no case more than seven (7) work days from date of postmark to notify the District of acceptance. Failure to respond or accept shall be considered a waiver of the rights to the vacancy.

18.7 Right of Refusal

An employee on a re-employment list may decline two offers in re-employment in his/her former classification. After the second refusal, the employee's name shall be placed in inactive status until the employee notifies the District of his/her availability for work. No additional offers need be made, except upon a good cause the District may permit additional offers.

18.8 Miscellaneous Provisions

- 18.8.1 Seniority earned to and including the effective date of layoff shall be reinstated to the bargaining unit member who is subsequently re-employed by the District. Step placement on the salary schedule shall be the same as on the layoff date.
- 18.8.1.1 Sick leave hours earned and unused at time of layoff shall be restored upon re-employment.

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18.8.2 Vacation and Compensatory Time

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.

18.8.2.1 Commencing on July 1, 2007, the annual ten (10) hours of "TOI training," (referenced by the California Highway Patrol form number) required of all bus drivers shall be paid by the District upon verified completion.

Bus drivers will be compensated at their individual hourly rates for completing the renewal requirements, as defined by TOI training.

This shall not include the original certification, as a condition of employment. Bus drivers will be compensated for this TOI training time at the payroll period immediately following their birthdays.

18.8.3 Fringe Benefits Continuance

With approval of the carrier(s), an employee who has been laid off shall continue to be covered with the benefits provided in Benefits Article for eighteen (18) months provided that the employee pays the monthly premium in advance as prescribed by the District.

18.8.4 Retirement in Lieu of Layoff

18.8.4.1 If eligible, an employee who is scheduled for layoff may elect service retirement from the Public Employees' Retirement System. The employee's name will be placed on a re-employment list. Upon receipt of notification from the employee that he/she has elected service retirement, the District will notify the PERS that said employee(s) retirement was due to a layoff. This Section (18.8.4.1) will remain in effect until modified by the parties or until Education Code section 45115 may be amended or repealed.



- 18.8.4.2      Should the employee subsequently accept, in writing, re-employment with the District, the District shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement.

**ARTICLE 19.            ORGANIZATIONAL SECURITY AND PAYROLL DEDUCTIONS**

19.1            Dues

Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Union. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular monthly salary check of employees working at least ten (10) months a year but less than eleven (11) months a year, one-eleventh of such dues from the regular monthly salary check of employees working at least eleven (11) months a year but less than twelve (12) months a year, and one-twelfth of such dues from the regular monthly salary check of employees working twelve (12) months a year.

19.2            Union Responsibilities

The Union agree to furnish any information needed by the district to fulfill the provisions of this Article.

19.3            Indemnification and Hold Harmless

- 19.3.1            Union agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the fair share fee provisions of this Agreement or its implementation. The Union agrees that payments under this provision shall be made within fifteen (15) days of receiving an invoice.

- 19.3.2 Union agrees to indemnify and hold the District harmless from award or judgment which may result from a court action or administrative action referenced in 19.3.1 above.
- 19.3.3 The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Section 19.3.1 or 19.3.2 shall or shall not be compromised, resisted, defended, tried or appealed.

**ARTICLE 20. ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other terms and conditions of employment which shall prevail during the term of this Agreement and expresses all obligations of, and restrictions imposed upon, the District and the Union. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the Union and the District. The District shall deal with all matters not expressly covered by this contract through the exercise of its management rights without prior negotiations during the life of this Agreement.

**ARTICLE 21. TERM OF AGREEMENT**

- 21.1 The term of this Agreement shall commence from date of Governing Board ratification, except items specifically retroactive to earlier than this date, and shall remain in effect until June 30, 2025.

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**CLASSIFICATION TITLES AND SALARY SCHEDULE**

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
**OPERATING ENGINEERS LOCAL #3 2022 - 2023 + 7%**

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
9	\$16.73	\$17.58	\$18.40	\$19.40	\$20.37	\$21.37
10	\$17.13	\$18.06	\$18.90	\$19.86	\$20.84	\$21.95
11	\$17.58	\$18.46	\$19.40	\$20.37	\$21.37	\$22.47
12	\$18.06	\$18.91	\$19.90	\$20.89	\$21.95	\$23.01
13	\$18.46	\$19.40	\$20.40	\$21.41	\$22.49	\$23.58
14	\$18.91	\$19.90	\$20.89	\$21.97	\$23.04	\$24.17
15	\$19.42	\$20.39	\$21.41	\$22.49	\$23.61	\$24.78
16	\$19.91	\$20.90	\$21.97	\$23.05	\$24.20	\$25.40
17	\$20.40	\$21.43	\$22.52	\$23.61	\$24.80	\$26.03
18	\$20.90	\$21.98	\$23.06	\$24.22	\$25.41	\$26.71
19	\$21.43	\$22.52	\$23.63	\$24.80	\$26.10	\$27.35
20	\$21.99	\$23.06	\$24.22	\$25.41	\$26.75	\$28.03
21	\$22.54	\$23.63	\$24.82	\$26.10	\$27.36	\$28.72
22	\$23.07	\$24.24	\$25.43	\$26.75	\$28.08	\$29.84
23	\$23.65	\$24.87	\$26.11	\$27.39	\$28.73	\$30.15
24	\$24.25	\$25.43	\$26.76	\$28.08	\$29.45	\$30.97
25	\$24.89	\$26.12	\$27.40	\$28.73	\$30.18	\$31.70
26	\$25.47	\$26.77	\$28.11	\$29.48	\$30.98	\$32.54
27	\$26.14	\$27.40	\$28.75	\$30.14	\$31.73	\$33.32
28	\$26.78	\$28.13	\$29.48	\$30.98	\$32.55	\$34.19
29	\$27.42	\$28.76	\$30.22	\$31.73	\$33.32	\$35.01
30	\$28.14	\$29.51	\$31.00	\$32.55	\$34.19	\$35.90
31	\$28.80	\$30.25	\$31.79	\$33.35	\$35.01	\$36.78
32	\$29.56	\$31.02	\$32.60	\$34.22	\$35.91	\$37.71
33	\$30.27	\$31.79	\$33.35	\$35.04	\$36.82	\$38.64
34	\$31.03	\$32.61	\$34.25	\$35.95	\$37.76	\$39.63
35	\$31.83	\$33.43	\$35.07	\$36.84	\$38.70	\$40.65
36	\$32.64	\$34.26	\$35.98	\$37.77	\$39.64	\$41.64
37	\$33.47	\$35.11	\$36.86	\$38.71	\$40.66	\$42.69
38	\$34.27	\$35.99	\$37.78	\$39.68	\$41.67	\$43.75
39	\$35.11	\$36.90	\$38.72	\$40.67	\$42.71	\$44.87
40	\$36.01	\$37.78	\$39.70	\$41.68	\$43.76	\$46.00

Hrly Rate x Hrs per Day x Days = Yrly Salary

Prof. Growth: 9 Units=\$682.47 18 Units=\$1367.72

Longevity payable after 6, 10, 15, 20, and 25 yrs of continuous service as outlined in the OE3 Contract

12/8/21 removed range 7 & 8 per MOU to follow

Board Approved 6/27/23 +7%

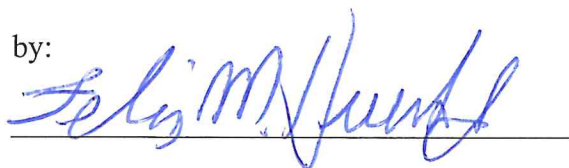


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Through June 30, 2025

**SIGNATURE PAGE**

Ratified for Operating Engineers Local Union#3

by:



8/31/23

Date

OE3 Business Representative OPERATING ENGINEERS LOCAL UNION#3

Ratified for Marysville Joint Unified School District

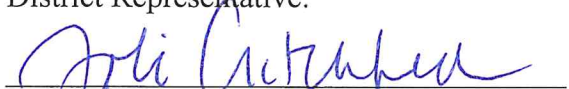
by:



8/18/23

Date

District Representative:



8/18/23

Date


 8/31/2023

 8/31/23

 8/31/2023

 8-31-2023

 8-21-2023

 8-31-23

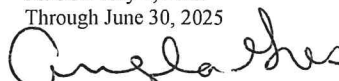
Maria Flores 8-31-23

Claudia Betancourt 8-31-23

MOU Operating Engineers Local Union No. 3 AFL-CIO

MJUSD July 1, 2022

Through June 30, 2025

 8/31/23