

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MADERA UNIFIED SCHOOL DISTRICT

AND

MADERA ADULT EDUCATORS

(CFT/AFT Local 6180)

July 1, 2010 - June 30, 2012



**Madera Unified School District
Office of Labor Relations**

Revised December 6, 2010

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ARTICLE I AGREEMENT

- 1.1** The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Madera Unified School District (“District”) and Madera Adult Educators, CFT, AFT Local 6180 (“Federation”), and employee organization.
- 1.2** This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 to 3549 of the Educational Employment Relations Act (“EERA”).

ARTICLE II RECOGNITION

- 2.1** The District recognizes the Federation as the exclusive bargaining representative of all full-time and regular part-time certificated adult education teachers, including temporary teachers as determined by the representation election conducted by the Public Employment Relations Board on October 23, 2001.
- 2.2** All other certificated teachers, including substitute teachers and all management, confidential, supervisory, and classified employees, are not included in the bargaining unit.

ARTICLE III DEFINITIONS

- 3.1** “Employee” or “unit member” means any Adult Education employee in the Federation Bargaining Unit. Employees shall become “permanent” employees as authorized by the Education Code and in accordance with District Board Policy.
- 3.2** “Federation” means the Madera Adult Educators, CFT, AFT Local 6180.
- 3.3** “Work Day” means a day in which the regular Adult Education Program is open for business.
- 3.4** “School Day” means the students’ instructional day.
- 3.5** “Immediate Family” means mother, father, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, spouse, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, aunt, uncle, step children, or step parent of the employee or of the employee’s spouse.
- 3.6** Thirty-seven and one-half hours (37.5) per week is a “full time” assignment. Teachers who meet the criterion and who have completed two consecutive years in a full-time assignment and are in the third consecutive year of a full-time assignment are permanent, as complete school year requires service of 75% of the duty days (E.C. 44908).

- 3.6.1** Teachers working not more than 60% of the hours per week (22.5) considered full-time assignment as defined are temporary regardless of length of service (E.C. 44929.25).
- 3.6.2** Teachers who work in categorically funded programs are temporary regardless of length of service.
- 3.6.3** Employees shall become “permanent” employees as authorized by the Education Code and in accordance with District Board Policy (E.C. 44929.25)

ARTICLE VI NEGOTIATION PROCEDURES

- 4.1** The District and Federation may discharge their respective duties required by this Agreement by means of authorized officers or designees, or subcommittees.
- 4.2** Negotiations shall take place at times and places agreeable to the parties.
- 4.3** The District and Federation shall each designate not more than three (3) representatives for official negotiating meetings.
- 4.4** Negotiating sessions shall normally be held on workdays except during the last week of any grading period at which time no release time shall be granted.

ARTICLE V DISTRICT RIGHTS

- 5.1** It is understood and agreed that the District retains all its powers and authority to direct, manage and control to the full extent of law, included but not limited to, the exclusive right to:
- Determine its organization;
 - Direct the work of its unit members;
 - Determine the time and hours of operation;
 - Determine the kinds and levels of service provided, and methods and means of providing them;
 - Establish its educational policies, goals and objectives;
 - Ensure the rights and educational opportunities of students;
 - Determine the staffing patterns;
 - Determine the number and kinds of personnel required;
 - Maintain the efficiency of District operations;
 - Determine the curriculum;
 - Build, move or modify facilities;
 - Establish budget procedures and determine budgetary allocation;
 - Determine the methods of raising revenue;

- Contract out work;
 - Take any action on any matter in event of an emergency.
- 5.2** In addition, the District retains the right to hire, classify, assign, evaluate, transfer, promote, terminate, and discipline, including suspension for cause. Suspension of a unit member shall not exceed five days per year and shall be only for cause. Prior to suspension, the District shall provide notice to the unit member and a reasonable opportunity to improve, unless the District determines that the employee's conduct was serious in nature to warrant suspension without prior notice. Suspension under this paragraph shall not be a precondition for initiating discipline under the Education Code.
- 5.3** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by law, and all specific and express terms of this Agreement, and shall not be subject to the grievance procedure under Article VII of this Agreement.

ARTICLE VI

EMPLOYEE AND FEDERATION RIGHTS

- 6.1** The Federation and its members shall have the right to make use of District equipment, buildings and facilities at reasonable times outside the regular duty day when not being used for school business and with the prior approval of the appropriate site administrator.
- All materials used in the operation of District equipment shall be provided by the Federation. All use of equipment, building and facilities shall be supervised by elected or appointed officers of the Federation who shall be responsible for proper use and care of the equipment. The Federation shall be responsible for proper use and care of the equipment. The Federation shall be responsible for loss of or damage to such equipment, building or facilities.
- 6.2** The Federation may use the District mail service and employee mailboxes for communicating with employees to the extent permitted by law. All items distributed shall bear the name or logo of the Federation as well as the name of responsible officer or designee. The Director of Human Resources and Labor Relations may receive a courtesy copy of open communications to the employees.
- 6.3** The Federation shall have the right to post notices of activities and matters of Federation concern on bulletin boards assigned to the Federation, at least one of which shall be provided in each school.
- 6.4** Federation to receive up to four (4) hours per month per year (an aggregate equivalent total of six (6) days per year), for the purpose of participation in activities directly concerned with the Federations' obligations as exclusive representative. The Federation shall reimburse the District for the cost of substitutes.
- 6.5** Federation to receive one (1) day per year for up to two (2) delegates to attend the California Federation of Teachers annual convention on the 1st day (Friday) of the

convention each March. No later than June 1st, the Federation will provide the District with the calendar dates and location of the convention for the following year. The Federation shall reimburse the District for the cost of substitutes.

- 6.6** The District shall, upon written request, furnish the President of the Federation with one (1) copy of any public document. The Federation shall reimburse the District for reasonable duplication costs.
- 6.7** Upon written request, the District shall furnish the President of the Federation with existing non-confidential personnel data for the purpose of developing a scattergram.
- 6.8** The District shall make available a copy of public board meeting agendas to the President of the Federation.
- 6.9** The Federation has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum and the selection of textbooks to the extent such matters are within the discretion of public school employees under the law.
- 6.10** The Adult Education Steering Committee shall include one (1) representative selected by the Federation.

ARTICLE VII

FEDERATION DUES OR FEES AND PAYROLL DEDUCTIONS

- 7.1** Any employee who is a member of the Madera Adult Educators, CFT, AFT, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of Association dues, initiation fees and general assessments to be paid to the Federation. Pursuant to such authorization, the District shall deduct each month such dues from the regular salary warrant of the employee.
- 7.2** Any employee who is not a member of the Federation, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Federation or pay to the Federation a fee in an amount equal to Federation dues, initiation fees and general assessments, payable to the Federation in one lump sum cash payment in the same manner as required for the payment of Federation dues; provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in paragraph 7.1 of this Article. In the event that an employee shall not pay such fee directly to the Federation or authorize payment through payroll deductions as provided in paragraph 7.1, the Federation shall so inform the District and the District shall immediately begin automatic payroll deductions as provided in Education Code Section 45061 and in the same manner as set forth in section 7.1 of this article. There shall be no charge to the Federation for such mandatory agency fee deductions.

7.3 EXCEPTIONS

- 7.3.1** Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee

organizations shall not be required to join or financially support CFT/AFT as a condition of employment, except that such unit member shall pay, in lieu of service fee, sums equal to such service fee to a non-religious, non-labor organization agreed to by the Federation and the District, charitable funds exempt from taxation under section 501 (c) (3) of Title 16 of the Internal Revenue Code. Employees may select one or more of the following charities:

- ~ American Cancer Society
- ~ United Way
- ~ Valley Public Television (Channel 18)
- ~ Nancy Hinds Hospice

Such payments shall be made on or before August 31st of each school year.

7.3.2 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to paragraph 7.3.1 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of paragraphs 7.1 and 7.2 of this Article. Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before August 31st of each school year. The Federation shall have the right of inspection in order to review said proof of payment.

7.3.3 Any employee making payments as set forth in paragraphs 7.3.1 and 7.3.2 above, and who requests that the grievance or arbitration provisions of this agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

7.4 With respect to all sums deducted by the District pursuant to paragraphs 7.1 and 7.2 above, whether for membership dues or agency fee, the District agrees to promptly remit such monies to the Federation accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Federation and indicating any changes in personnel from the list previously furnished.

7.5 The Federation agrees to furnish any information needed by the District to fulfill the provisions of this Article.

7.6 The Federation shall indemnify and hold the District harmless from any court or administrative action relating to compliance with this article in accordance with Government Code section 3546 (e).

ARTICLE VIII PUBLIC CHARGES

8.1 A formal written charge/complaint against an employee by a member of the public shall be provided to the employee no later than ten (10) calendar days following receipt

by the Director of Human Resources and Labor Relations.

- 8.2** The District shall conduct an investigation to determine the merit of the complaint. This investigation shall include a meeting with the employee. The employee shall be informed of his/her right to representation prior to the meeting.
- 8.3** Should the involved employee believe the allegations in the complaint warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the employee, complainant and immediate supervisor. Either party may request representation at the meeting.
- 8.4** Complaints determined by the District to be false shall not be placed in the employee's personnel file or made a part of any disciplinary action against the employee.
- 8.5** This article shall not be applicable in any circumstances where the alleged conduct of the employee involves unlawful misconduct including sexual harassment, child abuse, violations of state or federal law, or is subject to investigation by a law enforcement agency.

ARTICLE IX GRIEVANCE PROCEDURES

9.1 Definitions

9.1.1 Grievance

A grievance is a claim made by an employee(s) or the Federation where appropriate, that there has been a violation, misapplication, or misinterpretation of the specific provisions of this Agreement that adversely affects the grievant.

9.1.2 Grievant

A grievant is an employee(s) covered by this Agreement of the Federation.

9.2 Purpose

9.2.1 The purpose of this procedure is to secure at the lowest possible administrative level solutions to problems which may arise over alleged violations, misinterpretations, or misapplications of articles of this Agreement.

9.2.2 Information Application

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any of the administration and to have the grievance adjusted without intervention by the Federation, providing that the adjustment is not inconsistent with the terms of this Agreement and that the Federation has been given an opportunity to be present at such adjustment and to state its views.

9.2.3 Time Limits

Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums. Every

effort should be made to expedite the process. Time limits may, however, be extended by mutual agreement.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if being left unresolved until the beginning of the following school year could result in harm to the grievant or the District, the time limits set forth herein may be reduced if the number of grievances and work level of the participants permit, so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.

9.3 Procedure

9.3.1 Informal Level: Discussion with Supervisor

A grievant shall first discuss the grievance with the appropriate principal or immediate supervisor, in an effort to resolve the underlying issue(s) in the grievance.

9.3.2 Level One: Written Grievance to the Immediate Supervisor

If the grievance is not resolved at the informal level, it must be reduced to writing and submitted to the grievant's immediate supervisor within fifteen (15) work days of the alleged violation, misinterpretation, or misapplication of an article of this Agreement. If this deadline is not met, the matter shall not subject to the grievance procedure, and the grievant waives all rights under this Article, unless the deadline has been extended by mutual written consent of both parties. The grievance must include a complete statement of the underlying facts of the grievance, the names of the employees involved and any witnesses, the specific sections of the Agreement alleged to have been violated, and the proposed remedy.

The supervisor has ten (10) workdays in which to respond to the grievant.

9.3.3 Level Two: Written Grievance to the Director of Human Resources and Labor Relations

If the grievant is not satisfied with the response or the response time has expired, a grievant may appeal his or her grievance to the Director of Human Resources and Labor Relations within ten (10) workdays after the date the response is due from the supervisor at Level One. The employee shall file the grievance in writing simultaneously with the President of the Federation and the Director of Human Resources and Labor Relations. The grievance must include a complete statement of the underlying facts of the grievance, the names of the employees involved and any witnesses, the specific sections of the Agreement alleged to have been violated, and the proposed remedy.

9.3.4 Level Three: Arbitration

If the grievant is not satisfied with the disposition of his/her grievance at Level Three, or if no written decision has been rendered within ten (10) work days after the employee filed his/her grievance with the Director of Human Resources and Labor Relations, the Federation may submit in writing a request for arbitration of the grievance within ten (10) work days after the date the

response is due from the Director of Human Resources and Labor Relations in Level Two.

9.3.4.1 The District and the grievant may mutually agree on an arbitrator from a mutually approved list of persons experience in hearing grievances. If both parties are unable to agree on an arbitrator, the grievant and the District shall request the State Conciliation Services to provide a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator.

9.3.4.2 The arbitrator shall conduct a hearing to consider evidence and arguments pertaining to the grievance(s) and render written findings to both parties. Such findings shall be advisory on both parties. Nothing shall preclude the parties from mutually agreeing to shorten or extend any timelines within this level. Mutual exceptions shall be in writing. The costs and fees for arbitration shall be borne by the District if a grievance is sustained, and by the Federation if the grievance is denied. In the event the grievance is sustained in part and denied in part, the arbitrator shall determine the appropriate share of costs and fees to be assessed each party. The recommendation of the arbitrator shall be submitted to the Board of Education for review and final determination. Prior to final determination, the Board shall provide each party an opportunity to review their respective positions with the Board.

9.3.4.3 Issues involving the arbitrability of a grievance shall be determined first by the arbitrator at a separate hearing prior to proceeding on the merits.

9.3.4.4 Powers of the arbitrator are subject to the following limitations:

9.3.4.4.1 The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

9.3.4.4.2 The arbitrator shall have no power to establish the structure of the salary schedule.

9.3.4.4.3 The arbitrator shall have no power to change any practice, policy or rule of the Board of Education nor substitute his/her judgment for that of the Board of Education as to the reasonableness of any such practice, policy, rule or any action taken by the Board of Education unless such practice, rule or action directly relates to a provision of this Agreement.

9.3.4.4.4 The arbitrator shall have no power to interpret State or Federal law unless such law is part of this Agreement.

- 9.3.4.4.5** The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
- 9.3.4.4.6** The arbitrator shall have no power to expand the scope of negotiations.

9.4 Representation

A grievant shall be present at all stages of the grievance procedure. At his/her option, he/she may be accompanied by a representative selected by the Federation.

9.5 Miscellaneous

- 9.5.1** If a grievance arises from action of or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant may submit such grievance in writing to the next higher administrator and the processing of such grievance will commence at that point.
- 9.5.2** Time limits for appeal provided at each level shall begin the day following receipt of the written decision.
- 9.5.3** Employees required to be at grievance proceedings will be released as per Article VI, section 6.8. Whenever possible, grievance proceedings shall be held at times when participants are not working directly with students or engaged in other District responsibilities.
- 9.5.4** Grievance forms shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 9.5.5** Action to challenge or change the policies, procedures, regulations or practices of the District shall be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Governing Board of Education or by the administrative regulations of the Governing Board of Education, or by the administrative regulations and procedures of the District are not within the scope of this procedure.

ARTICLE X TEACHING HOURS

10.1

The duty day for employees shall be the number of hours assigned by the District, to the Adult Education program, which may vary at any time by employee, school day, and assignment. During the duty day, the employee shall perform instructional and non-instructional duties related to their adult education assignment, as authorized or directed by the District. The Adult School work year will be 183 duty days at 7.5 hours per day or 37.5 hours per week traditional calendar. The District and Madera Adult Educators agree that the school year will be reduced by seven (7) days for the 2010-11 and 2011-12 school years only.

10.1.1 Summer School and other intersession opportunities are independent of the normal traditional duty year. Teacher assignments will be offered at the same rate of pay as that of regular session and will be assigned by program needs.

10.1.2 Unit members who are permanent, full-time employees will be scheduled to work the amount of hours in which they received tenure. Future hours may not be reduced except by mutual consent of both parties or by the lay-off procedure.

Note: Unit members who are affected by a layoff will be on the 39 month rehire list per California Education Code 44955)

10.1.3 The District will notify the Federation no later than May 1, of impending summer school dates and other intersession opportunities for the next school year.

10.2 Employees shall be provided notice of assignment at least ten (10) workdays before the class or subject assignment is scheduled to begin. This requirement shall not prevent the District from opening additional classes on less than ten (10) workdays' notice, whenever the District deems that additional classes are necessary. Notwithstanding any other provision of this Agreement, giving notice shall not interfere with the District's right to cancel classes.

10.3 Preparation time shall be based on actual teaching time. Teachers working twenty (20) hours or more per week, shall be entitled to two (2) hours preparation time per week. Teachers working thirty-five (35) hours or more per week shall be entitled to four (4) hours preparation time per week. Preparation time is to be performed on site and shall include the following activities; lesson plans, fill in CASAS (state student record form) entries and tests, complete CASAS update records for each student, correct student work, correct student tests, copy weekly records, generate signature sheets for classes. Teachers working in the older adult, distant learning, and ISP programs, shall be excluded from this section because they are subject to other arrangements.

10.4 Unit members working beyond the regular contracted time will be paid at \$21.75 per hour, which includes staff development and other trainings as necessary.

ARTICLE XI SALARY

11.1 Unit members shall be paid in accordance with the Adult Education *Salary Schedule [Addendum B]*.

11.1.2 Tenured employees will receive their respective base pay over a 11 or 12 month period.

11.1.3 When students in a class have to be allocated to another classroom because a substitute is unavailable, members receiving those students shall receive an additional \$15.00 per hour in conjunction with their normal salary for the

hours students are in their class.

ARTICLE XII HEALTH BENEFITS

- 12.1** Unit members whose regular teaching assignment is twenty (20) or more hours per week, shall receive medical, dental, and vision coverage through the California Valued Trust as follows:
- 12.2** The District shall contribute ninety percent (90%) of MUSD Plan 3 for the Health and Welfare package with the unit member contributing ten percent (10%) of the overall cost of the same coverage.
- 12.3** Married unit members employed by the District will be entitled to the California Valued Trust 150% rule which would result in one spouse paying the 10% contribution level for health/welfare coverage and that there would be no additional 10% contribution required by the other spouse.
- 12.4** The District and the Federation agree to establish a joint health and welfare benefits committee to review current health benefits for unit members and discuss options for cost containment.
- 12.5 Early Retirement Medical Insurance Coverage**
 - 12.5.1** A certificated unit member who elects to retire is eligible for continued medical insurance coverage if he/she meets the following qualifications:
 - 12.5.2** Minimum of fifteen (15) years of full time service in the Madera Unified School District. Minimum of twenty-five (25) years of full time service in the Madera Unified School District for unit members who commence employment with the District after June 30, 2002.
 - 12.5.3** At least fifty-eight (58) but not more than sixty-four (64) years of age for the unit members who commence employment with the District after June 30, 2002. At least fifty-five (55) but not more than sixty-four (64) years of age for unit members who began employment with the District on or before June 30, 2002.
 - 12.5.4** Provides a signed written irrevocable notice of intent to retire to the Human Resources Department at least 120 calendar days prior to the date of retirement. Failure to timely notify the District as required herein shall result in a waiver of benefits under section 12.5.
 - 12.5.5** The medical insurance coverage will be equivalent to the medical plan in effect for all certificated Madera Adult Educators personnel.
 - 12.5.6** For the purpose of keeping medical insurance coverage current, the retiree shall have premiums paid in a timely manner before the 5th calendar day of each month. Failure to have premiums current will result in cancelation of coverage.

12.5.7 The plan shall be in effect from the date of retirement and shall continue until any of the following terminates the plan:

12.5.7.1 Retiree has a 65th birthday

12.5.7.2 Retiree becomes eligible for Medicare or Medi-cal

12.5.7.3 Retiree fails to pay any cost assessed

12.5.7.4 Retiree fails to notify the Districts' Business Office prior to the last working day of any calendar year

12.5.7.5 Death of retiree

12.5.8 The Governing Board of Education shall allow retired unit members who do not qualify for Early Retirement to remain on the composite health insurance plan at their expense until they are eligible for Medicare provided said employee has served five (5) consecutive years of service in the District prior to retirement.

A Board approved leave shall constitute a year of service for the purpose of eligibility for this benefit.

ARTICLE XIII LEAVES

13.1 Sick Leave

13.1.1 Purpose

The purpose of sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury or quarantine.

13.1.2 Eligibility

The below formula shall be utilized to determine the number of sick leave days for eligible unit members:

Multiply the number of months	10
Times number of working days per week	$\frac{5}{50}$

Then divide above number (50) by 5 (Number will always be 5)	50 divided by 5 = 10
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Multiply the answer by the number of Hours the instructor works per day	10 x 3 = 30
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30 equals number of hours of sick leave earned for 10-month period

13.1.3 Procedure

An employee exercising this leave of absence provision shall notify the District of his/her need to be absent from service as soon as known, but in no event later than reasonable notice necessary to secure substitute service. The notification described herein shall also include an estimate of the expected duration of the absence.

13.1.4 Requirements

An employee becoming aware of the need for absence due to surgery or other predictable or previously scheduled cause, shall submit a statement from his/her attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability and the anticipated date of return to active service.

13.1.5 Compensation

Any unused sick leave credit may be used by the employee for sick leave purposes without loss of compensation. Upon exhaustion of all accumulated sick leave credit, an employee who continues to be absent for purposes of this policy shall receive differential pay for a period not to exceed five (5) months consistent with Education Code Section 44977.

13.1.6 Return to Service

13.1.6.1 Immediately upon return to active service, the employee shall Complete the District absence form and submit it to the immediate supervisor.

13.1.6.2	Days Absent	Written Verification
	1 – 5	Employee
	6 – more	Licensed Physician

13.1.6.3 The Director of Human Resources and Labor Relations may require for any absence such evidence concerning the absence as he/she determines necessary to establish its validity.

13.1.6.4 An employee who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well-being.

13.1.6.5 An employee shall not be allowed to return to service and shall be charged with one (1) additional day of sick leave absence if the employee fails to notify the District of intent to return to duty by 4:00 p.m. on the day before the unit member intends to return to work. If the substitute can be reassigned, the employee may remain at school

without a loss of sick leave day.

13.1.6.6 Failure to notify the District to cancel the substitute which results in both the employee and the substitute reporting to work shall result in the employee being sent home and being charged for an additional day of sick leave. Should the employee have no accumulated sick leave, such failure to notify shall result in the unit member being charged a substitute salary deduction.

13.1.6.7.1 A record of accrued sick leave shall be provided to unit members at least once each year.

13.1.7 Summer School

Sick leave shall not be accrued during summer school. However, unit members may use available sick leave during this period consistent with the terms and conditions set forth in Section 13.1.

13.2 Personal Leave

13.2.1 Purpose

An employee may request a personal leave of absence for reasons not enumerated elsewhere in this Agreement. Approval of such request shall be at the discretion of the District.

13.2.2 Eligibility

An employee covered by this Agreement.

13.2.3 Procedure

The employee seeking an approved personal leave of absence shall submit a request, including the reasons and any supporting information related thereto, and the duration of the requested leave.

13.2.3.1 For personal absence covered under this leave policy, the employee shall submit the request described herein to the Director of Human Resources and Labor Relations for recommendation and presentation to the Board for approval or denial. An employee requesting personal leave of absence shall submit the request eight (8) work days prior to the Board of Education meeting before leave is to begin for the Director of Human Resources and Labor Relations consideration and presentation to the Board of Education. If the Board denies the request, the employee shall be informed when possible within twenty-four (24) hours of the Board meeting in which the action was taken.

13.2.3.2 Personal leaves of absence without compensation may be granted to a bargaining employee not to exceed one year at a time, upon recommendation by the Superintendent.

If recommended by the Superintendent, one additional year of leave may be granted. Upon the expiration of the second year of leave, an employee must return to duty within the Madera Unified School District or submit his/her resignation. Exceptions will be considered by the Board upon the recommendation of the Superintendent.

13.2.4 Compensation

Any personal leave of absence that may be granted under these provisions shall be without compensation.

13.2.4.1 An employee on personal leave of absence shall be permitted to participate in the District insurance programs at the employee's expense.

13.2.5 Return to Service

The employee shall be reinstated to the position and classification held prior to the leave of absence or to a position for which the employee is certificated and qualified.

13.2.5.1 If the personal leave of absence was granted for personal health reasons, the employee shall be required to submit, prior to return to active duty, a medical statement indicating an ability to assume assigned duties without restrictions or detriment to the employee's physical well-being.

13.3 Personal Necessity Leave

13.3.1 Purpose

Personal necessity leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours or attended to by another member of the household.

13.3.1.1 In no case shall personal necessity leave be available for employee Federation activities or the concerted withholding of employee services.

13.3.2 Eligibility

An employee who has equivalent number of requested unused sick leave days.

13.3.3 Procedure

Employees shall submit a request for personal necessity leave approval on a District-approved form to the Director of Human Resources and Labor Relations not less than three (3) working days prior to the beginning date of the leave.

13.3.3.1 Employees working a full school year may use up to

seven (7) days of accumulated sick leave for personal necessity, provided the number of personal necessity days does not exceed the number of days of unused sick leave.

13.3.3.2 Employees who have previously arranged to work one (1) semester during a school year may use up to three and one-half (3.5) days of accumulated sick leave or personal necessity days provided the number of personal necessity days does not exceed the number of days of unused sick leave.

13.3.3.3 Unused personal necessity leave days may not be carried over to a subsequent school year.

13.3.4 The approval required for personal necessity leave shall not apply to the following reasons:

13.3.4.1 Death of a person close to the employee.

13.3.4.2 Serious illness of a member of the employee's immediate family.

13.3.4.3 Accident involving minor child requiring appearance of parent or legal guardian where previous notice was not possible and another parent or legal guardian is not present or guardian is not present or capable of attendance.

13.3.4.4 Situation or condition involving minor child requiring appearance of parent or legal guardian where previous notice was not possible and another parent or legal guardian is not present or guardian is not present or capable of attendance.

13.3.4.5 When prior approval is not required, the employee shall make every reasonable effort to comply with District procedures designed to secure a substitute and shall notify the administrative assistant or designee of the Adult Education Program of the expected duration of the absence.

13.3.5 Requirement

An employee may use not more than seven (7) days per year of accumulated sick leave for purposes of approved personal necessity leave, except as provided in section 13.3.5.1 below.

13.3.5.1 Unit members shall be allowed to use two (2) of the seven (7) days of personal necessity leave without prior approval.

13.3.5.2 Additional days of accumulated sick leave may be requested from the Director of Human Resources and Labor Relations. In making the determination, the Director of Human Resources and Labor Relations shall consider the severity of the need and the impact of the employee's absence on the instructional program.

13.3.6 Compensation

An employee shall receive full compensation for not more than seven (7) days per year of approved personal necessity leave.

13.3.7 Return to Service

Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate supervisor.

13.3.7.1 The Director of Human Resources and Labor Relations may require such evidence concerning the leave of absence as he/she determines necessary to establish its validity.

13.4 Bereavement Leave

13.4.1 Purpose

The purpose of bereavement leave utilization shall be for the death of a member of the immediate family (see Article III, Section 3.5).

13.4.2 Eligibility

An employee covered by this Agreement.

13.4.3 Procedure

An employee exercising this leave of absence provision shall notify the immediate supervisor or District as soon as possible and of the expected duration of the absence.

13.4.4 An employee shall be granted up to three (3) days for bereavement purposes. If travel of 250 – 499 miles one way is required, one (1) additional day shall be allowed. If travel of 500 miles or more is required, two (2) additional days shall be allowed.

13.4.4.1 A request for leave under this policy for persons outside the definition of immediate family must be submitted to the Director of Human Resources and Labor Relations for approval.

13.4.5 Compensation

All of the days of absence used under the provision of bereavement leave shall result in no loss of compensation to the employee.

13.4.6 Return to Service

13.4.6.1 Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate supervisor.

13.4.6.2 The Director of Human Resources and Labor Relations may require such evidence concerning the leave of absence as he/she determines necessary to establish validity.

13.5 Parental Leave

13.5.1 Purpose

An employee may request a parental leave when the spouse of the employee is confined for child delivery or in the event of an infant adoption. Approval of such request shall be at the discretion of the District.

13.5.2 Eligibility

Sufficient unused sick leave credit.

13.5.3 Procedure

The employee exercising leave of absence provision shall notify the immediate supervisor of this need to be absent as soon as known, but in no event later than reasonable notice necessary to secure substitute service.

13.5.4 Requirements

13.5.4.1 Allowable leave shall be for not more than five (5) days per year. Additional days may be granted with prior District approval.

13.5.4.2 Allowable leave shall not be accumulated from year to year.

13.5.5 Compensation

Five (5) days of unused sick leave credit may be used by the employee for parental leave purposes without loss of compensation.

13.5.6 Return to Service

Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate supervisor.

13.6 Pregnancy/Disability Leave

13.6.1 Purpose

An employee may request a pregnancy-disability leave when she is required by her physician to be absent from duties because of pregnancy,

miscarriage, childbirth, and recovery therefrom.

13.6.2 Eligibility

An employee who has sufficient unused sick leave credit.

13.6.3 Procedure

An employee exercising this leave of absence provision shall notify the immediate supervisor of her need to be absent from service within a reasonable amount of time, but in no event later than reasonable notice necessary to secure substitute services. The notification described herein shall also include an estimate of the expected duration of the absence.

13.6.4 Requirements

An employee becoming aware of the need for an absence due to pregnancy-disability shall submit a statement from her attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability and the anticipated date of return to active service.

13.6.5 Compensation

Any unused sick leave credit may be used by the employee for pregnancy-disability purposes without loss of compensation (subject to Section 13.6.4).

Upon exhaustion of all accumulated sick leave credit, an employee who continues to be absent for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth shall receive differential pay (regular salary less substitute pay) for a period not to exceed five (5) months consistent with Education Code Section 44977.

13.6.6 Return to Service

13.6.6.1 Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate supervisor.

13.6.6.2 An employee who has experienced a pregnancy-disability leave of absence shall be required to submit, prior to returning to active duty, a medical statement indicating an ability to return to her position classification without restrictions or detriment to the employee's physical or emotional well-being.

13.7 Professional Leave

13.7.1 Purpose

The purpose of professional leave utilization shall be for employees to attend professional conferences, conventions, workshops, and educational seminars.

13.7.2**Eligibility**

An employee covered by this Agreement.

13.7.3**Procedure**

Employees requesting leave from regular District duties for such professional activities shall, upon written approval of their immediate supervisor, complete the appropriate application form and submit it to the Director of Human Resources and Labor Relations describing the activity and relating it to the education profession and/or his/her assigned duties.

13.7.4**Requirements**

Leaves granted to employees to attend conferences or conventions which an employee elects to attend or to which he/she is sent by the District, for the purpose of acquiring new knowledge and skills having a direct relationship to his/her assignment in the District.

13.7.5**Compensation**

Full salary credit will be allowed and expenses and meals, lodging and mileage will be paid by the District upon filing a District expense form as authorized by the immediate supervisor consistent with board policy.

13.7.6**Return to Service****13.7.6.1**

Immediately upon return to active service, the employee shall complete the District absence form and submit it to the immediate supervisor.

13.7.6.2

The Director of Human Resources and Labor Relations may require such evidence concerning the leave of absence as he/she determines necessary to establish its validity.

13.8 Judicial and Official Appearance Leave**13.8.1****Purpose**

Judicial and official appearance leave may be granted for purposes of regularly called jury duty, appearance as a witness (in court) other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the actions or misconduct of the employee.

13.8.2**Eligibility**

An employee covered by this Agreement.

13.8.3**Requirements****13.8.3.1**

An employee may be granted leave of absence not to exceed the duration of the requirements of the official order for participation and appearance.

13.8.3.2 Employees are to be on duty to the District during any of the days not required to be in court.

13.8.3.3 If an employee is released from jury duty before noon, it is the person's obligation to report back to work immediately.

13.8.5 Compensation

Any compensation checks received (except mileage allowance if requested) must be endorsed over to the School District, or the remuneration received shall be subtracted from the employee's regular pay for that period of time.

13.8.6 Return to Service

13.8.6.1 Immediately upon returning to active service, the employee shall complete the District absence form and submit it to the immediate supervisor.

13.8.6.2 The Director of Human Resources and Labor Relations may require such evidence concerning the leave of absence as determined necessary to establish its validity.

13.9 Catastrophic Illness

13.9.1 An employee who is suffering from a catastrophic illness or injury may request donations of accrued sick leave credit consistent with Board Policy 4161.9.

**ARTICLE XIV
TRANSFER, REASSIGNMENTS AND VACANCIES**

14.1 Transfers

14.1.1 Vacancy means a position determined to be opened by the District for employees.

14.1.2 A transfer is defined as a change in work site from one school site to another.

14.1.3 A transfer may be unit member initiated (voluntary) or District initiated (involuntary).

14.1.4 Criteria to be considered by the District when selecting employees for voluntary or involuntary transfers shall include the following:

14.1.4.1 Certification of employee

14.1.4.2 Training, skills and experience as it relates to this position and school program.

- 14.1.4.3** Best educational interests of the District.
- 14.1.4.4** If the above factors are equal, District seniority shall be the determining factor.

14.2 Voluntary Transfers (Employee Initiated)

- 14.2.1** An employee may request a voluntary transfer to take effect during the school year or at the beginning of the next school year if a vacancy exists.
- 14.2.2** The employee making the request shall file with the District Human Resources Office a “Request for Transfer” form before the deadline for applications for the vacancy.
- 14.2.3** An employee may request that an application be treated as confidentially as is practical.

14.3 Involuntary Transfers (District Initiated)

- 14.3.1** The District may find it necessary to make an involuntary transfer. The reasons generally include:
 - 14.3.1.1** Fluctuation in enrollment
 - 14.3.1.2** Instructional program and/or staffing or District needs
 - 14.3.1.3** Resolving a legal dispute or by court order
 - 14.3.1.4** Specific program reduction
- 14.3.2** The selection of the employee to be involuntarily transferred shall be based upon the criteria in Article 14.1.4 and shall not be undertaken exclusively for disciplinary reasons.
- 14.3.3** An employee to be involuntarily transferred shall be given notice of the pending transfer as soon as administratively possible but not less than five (5) work days prior to the effective date of transfer. If the voluntary transfer is necessary because of unanticipated enrollment fluctuation and would occur during the period of time from five (5) work days after the semester has begun, the five (5) day notification requirement may be waived.
 - 14.3.3.1** Employees who are involuntarily transferred while their current assignment is in session will be provided up to one-day release time for the purpose of on-site curriculum preparation and relocation of materials to the new assignment.
- 14.3.4** When appropriate, the District will seek volunteers prior to making an involuntary transfer.
- 14.3.5** An employee to be involuntarily transferred may indicate preferences from a list of vacancies for which the employee is properly credentialed

and trained. The District retains the right to make the final determination.

14.4 Reassignments

14.4.1 A reassignment is defined as a change is a regularly scheduled assignment.

14.4.2 Reassignment may be employee initiated (voluntary) or District initiated (involuntary).

14.4.3 Criteria to be considered by the District for a voluntary or involuntary reassignment shall include the following:

14.4.3.1 Certification of the unit member

14.4.3.2 Training, skills, and experience as it relates to this position and school program

14.4.3.3 Best education interests of the District

14.4.3.4 If more than one (1) employee at the same site are equally qualified based on the above criteria, District seniority shall be the determining factor.

14.4.4 Voluntary Reassignment

14.4.4.1 An employee may request of the Principal a voluntary reassignment to take effect during the school year or at the beginning of the next school year if a vacancy exists.

14.4.4.2 An employee making the request shall file with the Human Resources Department a “Request for Reassignment” before the application deadline for the vacancy.

14.4.5 Involuntary Reassignment

14.4.5.1 The District may find it necessary to make an involuntary reassignment. The reasons generally include:

14.4.5.1.1 Fluctuation in enrollment

14.4.5.1.2 Instructional program and/or staffing or District needs

14.4.5.1.3 Resolving a legal dispute or by court order

14.4.5.1.4 Specific program reduction

14.4.5.2 The section of the unit member reassigned shall be given notice of the pending reassignment as soon as administratively possible but not less than five (5) work days prior to the effective date of the reassignment. If the involuntary reassignment is necessary because of unanticipated enrollment fluctuation and occurs during the period of time from five (5) days before the beginning

of a semester to five (5) workdays after a semester has begun, the five (5) day notification requirement may be waived.

14.4.5.3 Employees who are reassigned while their current assignment is in session will be provided release time up to one day for the purpose of curriculum preparation and relocation of materials to the new assignment. The number of release days will be determined by mutual agreement between the employee and site administrator.

14.4.5.4 An employee to be involuntarily reassigned may indicate preferences from a list of vacancies within the school. The District retains the right to make the final determination.

ARTICLE XV EVALUATION PROCEDURE

15.1 Evaluation Timelines

15.1.1 New and temporary employees shall be evaluated as often as is deemed necessary and no less than once each year for their first full year of service.

15.1.2 Probationary employees shall be evaluated as often as is constructive and not less than once each year.

15.1.3 Permanent employees shall be evaluated as often as is constructive and not less than once every two years.

15.1.4 Formal evaluations for new/temporary/probationary/permanent employees shall be completed on the District approved evaluation forms and given to the employee prior to the end of the school year for the employee being evaluated.

ARTICLE XVI PERSONNEL FILES

16.1 An employee may, by request, inspect his/her personnel file at the District's Human Resources Department.

16.1.1 Prior to examination of the employee's file, all the following data shall be removed:

- Ratings, reports, or records which were obtained prior to employment with the District, and/or;

- Ratings, reports, or records which were prepared by identifiable examination committee members, and/or;
 - Ratings, reports, or records which were obtained in connection with a promotional examination.
- 16.2** An employee shall be provided any negative or derogatory material before it is placed in his/her personnel file. The employee shall be given ten (10) workdays to initial, date and prepare a written response to the material. The written response shall be attached to the material.
- 16.3** Upon written authorization by the employee, a representative of the Federation shall be permitted to examine and/or obtain copies of the materials in such employee's personnel file at District cost. Confidential materials are not to be made available to the employee or the representative of the Federation.
- 16.4** Access to personnel files shall be limited to District employees and Board members on a need to know basis.

ARTICLE XVII MISCELLANEOUS PROVISIONS

- 17.1** It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.
- 17.2** Within forty-five (45) days of ratification of the Agreement by both parties herein, when administratively possible, the District shall have sufficient copies prepared for distribution to each employee in the District. The District shall pay the duplication costs to the extent it is reimbursed under State Mandates.
- 17.3** Resignation shall be in accordance with Board Policy 4117.2.

ARTICLE XVIII SAVINGS

- 18.1** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions continue in full force and effect.
- 18.2** In the event a provision of the contract is declared invalid, the parties shall meet within ten (10) workdays of receipt of a written request to renegotiate the provision.

ARTICLE XIX SAFETY

- 19.1** The District shall make available in each school a restroom and lavatory facilities for employee use.
- 19.2** Employees shall notify their immediate supervisor, in writing, on a District form, if they believe there is an unsafe or hazardous condition.
- 19.3** The immediate supervisor shall call or submit, within a reasonable time, a work order to assess and/or correct conditions which the immediate supervisor determines to be an unsafe or hazardous condition reported to him/her on a District form by an employee. The supervisor shall notify the employee in writing of the action taken on the claim of an unsafe or hazardous condition.
- 19.4** Employees will adhere to safe practices and procedures.
- 19.5** Assault, battery, or any threat of force or violence directed toward employees while in attendance at school or related school activities, shall be reported by the employees to their immediate supervisor.
- 19.6** The District shall take appropriate action whenever an employee, while in attendance at school or at related school activities, is physically or verbally attacked by another person or persons. Such action shall include: immediate assistance, calling of police, calling for medical attention if necessary, and filing police reports. Employee(s) and administrator(s) having personal knowledge of an incident shall provide such information, if necessary, to the appropriate law enforcement agencies in filing complaints.

ARTICLE XX CLASS SIZE

- 20.1** Employees with class size concerns may request a meeting between the immediate supervisor and the Federation to discuss the issue and applicable options.
- 20.2** When all students in a class have to be allocated to other classrooms because a substitute is unavailable, unit members receiving these students shall receive a pro rated share of their hourly rate.

ARTICLE XXI CONCERTED ACTIVITIES

- 21.1** It is agreed and understood that there will be no strike or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operation of the District by the Federation and/or its officers, agents, or members, during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

- 21.2** The Federation recognizes the duty and obligation of its representatives to comply with the provisions of this Article and to make every reasonable effort toward inducing all employees to do so. In the event of a strike or other interference with the operations of the District by employees who are represented by the Federation, the Federation agrees in good faith to take all reasonable steps to cause those employees to cease such action.
- 21.3** It is agreed and mutually understood that any employee violating this Article may be subject to disciplinary action.

ARTICLE XXII TRAVEL

- 22.1** Employees who may be requested or assigned to use their personal automobiles in the performance of duties, and employees who are assigned to more than one school or site per day, shall be reimbursed for driving done between or among schools or assigned work areas at the current District mileage rate in accordance with Board Policy 3350.
- 22.2** Employees who use their personal automobiles for approved field trips or other business of the District at District request shall receive the mileage rate provided in Section 17.1.

ARTICLE XXIII DURATION

- 23.1** Extend the term of Agreement through June 30, 2012, with reopeners for 2011-12 on salary, health benefits, and two articles selected by each party.